



MASTER SERVICES AGREEMENT

This Master Services Agreement, including all Statements of Work, Schedules, Exhibits, and Addenda agreed to by the parties (collectively, the “**Agreement**”), is between Albany County Department of Mental Health with a principal place of business at 175 Green Street, Albany, NY 12202 (“**Customer**”) and Cantata Health Solutions, LLC, a Delaware limited liability company with a principal place of business at 2303 Ranch Road 620 S, Suite 160 #523, Lakeway, TX 78734 (“**Cantata**”, “**we**” or “**our**”) and sets forth the terms and conditions under which Cantata will make available certain services and Customer will be permitted to use such services. This Agreement is effective as of the date of last signature below (“**Effective Date**”). By signing this Agreement below, Customer and Cantata agree to be bound by the terms of the Agreement.

Terms and Conditions

1. Definitions

a. “**Application Services**” means the cloud-based application services sold on a subscription basis, as specifically identified in Schedule A, including any API provided by Cantata to Customer.

b. “**BAA**” means the business associate agreement attached as Schedule C.

c. “**Cloud Managed Services**” means the IT Support and Administration, Field Service, Data Warehousing, Security/Compliance, Strategy Services, and Azure SaaS Cloud Management Services, as specifically identified in Schedule A

d. “**Customer Data**” means the data inputted by Customer or its Users for the purpose of using an Application Service.

e. “**Documentation**” means and includes all user manuals and any other materials, including updates thereto, in any form or medium made generally available by Cantata to Users, regarding the proper installation and use of the Application Services.

f. “**Support Services**” means ongoing maintenance and technical support services for the applicable Application Services.

g. “**Professional Services**” means all Application Services implementation, training, configuration, consulting and development services performed by or on behalf of Cantata for Customer pursuant to this Agreement.

h. “**Services**” means any or all Application Services, Cloud Managed Services, Support Services and Professional Services.

i. “**Subscription Term**” for each Application Service means the period that Customer has the right to use such Application Service and associated Documentation as set forth in Schedule A, including the Initial Term and any Renewal Terms.

j. “**Term**” means the Initial Term and all Renewal Terms.

k. “**Users**” means an individual person uniquely identified by login credentials are authorized by Customer to use the applicable Services, including but not limited to Customer employees, consultants, contractors and agents.

2. Term and Termination.

a. Term. The initial term of this Agreement shall be for a period of 60 months (the “**Initial Term**”) from the Effective Date. After the Initial Term, this Agreement will automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”), unless either party provides the other with written notification of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

b. Termination For Cause. Either party may terminate this Agreement for cause as follows (each a “**Termination For Cause**”) by providing written notice in accordance with Section 14.d (Notices) as follows: (a) upon the failure by the other party to perform any material obligation hereunder that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party; (b) the assignment or encumbrance by the other party of this Agreement contrary to the terms hereof; (c) upon the material violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of this Agreement; or (d) if the other party (i) makes an assignment for the benefit of its creditors, (ii) has a trustee or receiver appointed over all or a substantial portion of its assets, (iii) admits in writing its inability to meet its obligations when due, or (iv) commits any other act of bankruptcy or seeks the benefit of any creditor protection legislation.

c. Obligations Upon Termination and Survival. Any termination of this Agreement shall not relieve either party from any obligations hereunder due and owing prior to termination of this Agreement. Upon termination or expiration of this Agreement, all rights and licenses of Customer hereunder with respect to all Application Services shall terminate. The following sections shall survive any termination or expiration of this Agreement: 6, 7, 9, 10, 11, 13 and 14.

3. Use of the Application Services

a. Cantata hereby grants Customer a non-exclusive, royalty-free, non-transferable license to use the Application Services, defined in Schedule A, in object code form only during the Term of this Agreement. In addition, Cantata hereby grants Customer a non-exclusive, royalty-free, non-transferable license to use the deliverables and Documentation provided as part of all Services during the Term.

b. Reservation of Rights. Subject to the licenses granted herein, Cantata retains all right, title, and interest to all Application Services, products, works, and other intellectual property created, used, or provided by Cantata for the purposes of this Agreement (wholly exclusive of any Customer Data and/or Customer's Confidential Information), including, but not limited to, each Application Service and all related Documentation. Cantata shall own all right, title, and interest in and to all modifications or derivatives of, and improvements to, each Application Service and all related Documentation solely to the extent the foregoing is wholly exclusive of any Customer Data and/or Customer's Confidential Information. For avoidance of doubt, Customer will not use the Cantata APIs to circumvent the Application Services' authentication or access controls or to enable multiple individuals to access or use the Application Services via a single named user account, credential, token, or Cantata API key. Cantata API's may not be used to avoid purchasing required named user subscriptions.

c. Use Limitations. Customer's right to use each Application Service is subject to and contingent upon Customer's compliance with the limitations on Customer's use of such Application Service specified in the Agreement.

d. Customer Data. Cantata hereby acknowledges and agrees that all rights, title and interest in and to Customer Data are and shall remain the property of Customer. Customer hereby grants to Cantata, throughout the Term and after the Term as necessary for Cantata's performance of any post-termination obligations required under this Agreement, a non-exclusive, royalty-free, non-transferable license to use Customer Data solely as necessary for Cantata to perform its obligations hereunder in accordance with the terms of this Agreement.

Customer agrees that Cantata may use the Customer Data to collect, develop, create, extract, or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze such Customer Data ("**Blind Data**"), provided however that all such Blind Data must be de-identified by Cantata for any such uses.

e. Data Security. The parties acknowledge that the Health Insurance Portability and Accountability Act

("HIPAA") requires the implementation of measures to protect the security of electronic protected health information that may be maintained or transmitted by the Application Services. Notwithstanding anything to the contrary, Cantata warrants and covenants that, at no additional cost to the Customer, the Application Services will have all technical security features required by HIPAA's security regulations with respect to Customer Data and all protected health information as defined under HIPAA ("**PHI**"). Cantata shall ensure that the Services provided utilize industry standard practices with regard to security and privacy protection for Customer Data including but not limited to standards for Personally Identifiable Information and PHI.

f. Feedback. If Customer provides any feedback to Cantata concerning the functionality or performance of an Application Service (including identifying potential errors and improvements), Customer hereby assigns to Cantata all right, title, and interest in and to the feedback, and Cantata is free to use the feedback without payment or restriction.

4. Customer Responsibilities

a. Account Credentials. Customer is solely responsible for maintaining the confidentiality User logon identifications, passwords, and account information.

b. Compliance and Use. Customer shall (i) be responsible for Users' compliance with this Agreement; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of each Application Service and all Documentation and promptly notify Cantata in writing of any such unauthorized access or use or violation by Customer or its Users of this Agreement. Customer shall not (1) use the Application 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; (2) use the Services to store or transmit malicious code; (3) interfere with or disrupt the integrity or performance of the Application Services, or (4) attempt to gain unauthorized access to the Application Services or their related systems or networks.

c. Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer shall not, and will cause its Users to not:

i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application Services or Documentation in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Application Services;

ii. access all or any part of the Application Services or Documentation in order to build a product or service that competes with the Services provided by Cantata; or

iii. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Application Services or Documentation, or otherwise make the Application Services or Documentation available to any third party (e.g., as a service bureau) other than its Users.

5. Support Services and Professional Services

a. Support Services. Cantata shall provide the Support Services to Customer at no additional cost in accordance with Schedule B.

b. Professional Services. For each request for additional Services not already included hereunder, the parties shall, in good faith, negotiate a statement of work for Professional Services (“SOW”), which are incorporated herein and become part of this Agreement. Each SOW shall be a separate document executed by the parties, that specifies the scope of work and specific terms of the project(s) to be performed by Cantata. Travel expenses, including reasonable transportation, lodging and meal expenses incurred in relation to the provision of additional Professional Services pursuant to a SOW will be reimbursed by Customer in accordance with Cantata’s standard travel policy, as provided by Cantata, and are in addition to the specified Professional Services fees.

6. Payment and Fees

a. In consideration of the licenses granted hereunder, Services to be performed and Third-Party Products to be provided by Cantata, Customer agrees to pay Cantata the Charges at the times and in the amounts set forth in Schedule A.

b. Invoices are payable net thirty (30) days after invoice date. Thereafter, any outstanding balance will bear simple interest at the lower of 18% per annum or the highest interest rate permitted by law.

7. Confidentiality

a. Definition. “**Confidential Information**” means any proprietary or confidential business or technical information of Cantata or Customer, respectively, including but not limited to any information relating to Cantata's or Customer's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, customers, patients, research, development or know-how that a party knows or should reasonably know would be considered Confidential Information by the disclosing party. For avoidance of doubt, the source code of the Application Services shall be

Cantata’s Confidential Information, and the Customer Data shall be Customer’s Confidential Information.

b. Exclusions. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is lawfully known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of, or reliance upon, the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure.

c. Use and Disclosure Restrictions. During the Term of this Agreement, and continuing upon termination or expiration of this Agreement, each party shall not use the other party's Confidential Information except in connection with the performance of this Agreement or as otherwise permitted herein, and shall not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). However, each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; (b) on a confidential basis to legal or financial advisors; and (c) with the prior written approval of the disclosing party.

8. Warranties

a. Cantata warrants that during the Term the Application Services will conform in all material respects with the Documentation.

b. Services Warranty. Cantata warrants to Customer that all Support Services and Professional Services will be performed (i) in a competent and professional manner consistent with the prevailing standards and best practices in Cantata’s industry, (ii) in accordance with all applicable federal, state and local laws, rules and regulations, and (iii) in accordance with the specifications and performance metrics, if any, set out in this Agreement and each applicable SOW.

c. Non-Infringement. Cantata further represents and warrants that it has the right to grant the licenses granted to Customer hereunder and that to the best of Cantata’s knowledge, the Services and Documentation do not infringe upon or violate the United States patent rights of

any third party and do not infringe upon or violate the copyright, trademark, trade secret or other intellectual property rights of any third party.

d. If any modifications, additions or alterations of any kind or nature are made to the Application Services without Cantata's prior written consent by Customer or anyone acting with the consent of or under the direction of Customer, all warranties set forth in Sections 8.a and 8.c will immediately terminate.

9. Limitation of Warranty

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE APPLICATION SERVICES OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING. CUSTOMER'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THE SECTION 8.a WARRANTY AND CANTATA'S SOLE OBLIGATION IN CONNECTION WITH ANY SUCH BREACH IS TO FIX THE DEFECT SO THAT THE APPLICATION SERVICES PERFORM IN ACCORDANCE WITH DOCUMENTATION.

10. Indemnification

a. In the event of any claim by a third party against Customer alleging that the use of the Services infringes upon, or otherwise misappropriates, any intellectual property rights of such third party (a "**Claim**"), Customer will promptly notify Cantata and Cantata will defend such Claim, in Customer's name but at Cantata's expense, and will indemnify and hold harmless Customer against any losses, damages, liabilities, costs and expenses incurred by Customer, including but not limited to attorneys' fees and disbursements, arising out of such Claim. In the event such an infringement is found and Cantata cannot, at its sole cost and expense, either procure the right to continued use of the applicable Service in accordance with the terms hereof, or replace or modify such Service to be non-infringing without any material degradation in functionality, performance and security, then Cantata may terminate the license of the applicable Service and will refund to Customer the aggregate amount of the license fees paid by Customer, reduced by one sixtieth for each full month from the date of first use of such Service, until the date of termination. Cantata will not have any liability under this Section 10, to the extent that the Claim is caused by (i) the use of the Application Services in combination with other products or services not made or furnished by Cantata, provided that the Application Services alone are not the cause of such Claim; or (ii) the modification of the

Application Services or any portion thereof by anyone other than Cantata or person authorized by Cantata.

b. Customer will defend, indemnify, and hold harmless Cantata from and against all claims, suits or actions by any third party against Cantata relating to, arising out of or resulting from Customer's use of the Application Services in breach or violation of the terms of this Agreement or third-party claims arising from Cantata's use of the Customer Data, provided however that such indemnity will not apply to the extent arising out of Cantata's own negligent, willful, or intentional misconduct.

11. Limitations of Liability

a. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, CANTATA DOES NOT HAVE ANY LIABILITY TOWARDS CUSTOMER FOR ANY DAMAGES CAUSED BY (i) THE USE OR INABILITY TO USE ANY APPLICATION SERVICES, DOCUMENTATION OR SERVICE, (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (iii) ACCURACY OF DATA TRANSFERRED TO ANY OTHER SOFTWARE OR SERVICE, OR (iv) INSTANCES IN WHICH CUSTOMER DATA STORED OR COMMUNICATED THROUGH ANY APPLICATION SERVICE IS ACCESSED BY THIRD PARTIES THROUGH ILLEGAL OR ILLICIT MEANS; INCLUDING WITHOUT LIMITATION SITUATIONS IN WHICH CUSTOMER DATA IS ACCESSED THROUGH THE EXPLOITATION OF SECURITY GAPS, WEAKNESSES OR FLAWS THAT MAY EXIST. EXCEPT FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 4 (CUSTOMER'S RESPONSIBILITIES), OR PURSUANT TO SECTION 6 (PAYMENT AND FEES), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER INCURRED BY A THIRD PARTY OR A PARTY HERETO, 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.

b. Cap on Liability. EXCEPT FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 4 (CUSTOMER'S RESPONSIBILITIES) OR SECTION 6 (PAYMENT AND FEES), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE

LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER HEREUNDER IN THE SIX MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTIONS ENTITLED "PAYMENT AND FEES" AND "TERM, RENEWAL, AND TERMINATION". THE LIMITATIONS IN THIS SECTION 11 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

12. Insurance

Cantata shall, at its own cost and expense, procure and maintain in full force and effect during the Term, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Cantata, pursuant to this Agreement.

TYPES OF INSURANCE LIMITS OF LIABILITY (Minimum Amounts)

- Commercial General Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate.
- Excess Liability (Umbrella) insurance: \$5,000,000 per occurrence, \$5,000,000 aggregate
- Cyber/Privacy Liability: coverage in the amount of at least \$5,000,000 containing coverage for data privacy and network security liability, Internet and electronic media liability, professional services liability, business interruption, cyber extortion, data and identity theft, Intellectual Property, expenses related to responding to a privacy event
- Except in jurisdiction where not applicable, Workers' Compensation and Employer's Liability: \$1,000,000 per accident
- Errors and Omissions Insurance: \$10,000,000 per occurrence

13. Amendments and Exhibits

a. Amendments. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Such amendments shall modify the terms of this Agreement as specified in the amendment document.

b. Exhibits. The terms and conditions set forth in the exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement as if set forth herein in full.

c. Conflict. Unless expressly changed in an exhibit, addendum or amendment, if there is any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions set forth in any

exhibit, addendum or amendment, the terms and conditions of this Agreement shall control and govern.

d. Incorporation. Each exhibit and amendment is hereby incorporated into and made a part of this Agreement as if set forth herein in full. Except as expressly modified by an exhibit or amendment, all terms and conditions of this Agreement shall remain in full force and effect.

14. General Provisions

a. Relationship. Cantata will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

b. Assignability. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement, without the prior written consent of the other. Notwithstanding the preceding sentence, either party may assign this Agreement without the other party's prior written consent in the case of a merger, acquisition or other change of control, or to an affiliate of which such party directly or indirectly owns at least 50% of the voting equity (or other comparable interest for an entity other than a corporation), and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

c. Subcontractors. Cantata may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Cantata remains responsible for all of its obligations under this Agreement.

d. Notices. Except as otherwise provided herein, all notices to the parties shall be sent to the addresses identified in the first paragraph of this Agreement or via email. All notices must be made either via email, conventional mail, or overnight courier. The email addresses for each party shall be as follows: corporatenotifications@cantatahealth.com (if to Cantata); _____ (if to Customer).

Notice sent via conventional mail, using registered mail, is deemed received four business days after mailing. Notice sent via email or overnight courier is deemed received the second day after having been sent. Cantata may broadcast notices or messages through the applicable Application Services or by posting notices or messages on Cantata's web site to inform Customer of changes to the Application Services, or other matters of importance; Cantata shall inform Customer of such broadcast by e-mail. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 14.d.

e. Force Majeure. Except for payment obligations for Services rendered, neither party shall be liable in damages or have the right to terminate this Agreement or any SOW for any delay or default in performing hereunder if such



delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, internet service provider, or communications failure).

f. Dispute Resolution. The parties will use reasonable efforts, including, without limitation, face-to-face negotiations, to resolve any differences arising between them as a result of this Agreement. If such efforts are unsuccessful, then the parties agree to submit to binding arbitration before a single mutually agreed upon arbitrator at a mutually agreed upon location using the procedures of the American Arbitration Association.

g. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach.

h. Severability. Should any term and condition hereof be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this Agreement without affecting the legality or enforceability of the remaining portions.

i. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one

and the same instrument. For purposes of executing this Agreement, a facsimile copy or a “.pdf” image delivered via email of an executed copy of this Agreement will be deemed an original.

j. Non-solicitation. During the term of this Agreement and for a period of one year thereafter, the parties agree that each will not, without the written consent of the other, intentionally solicit or directly or indirectly divert or hire any staff of the other party of the other. In the event of a breach of this provision, the injured party shall have the right to seek specific performance or injunctive relief as well as other lawful remedies available.

k. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of Delaware.

l. Entire Agreement. This Agreement and the schedules or attachments, if any, constitutes the entire agreement between the parties hereto regarding Customer’s use of each Application Services and receipt of all Services and supersedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authorized representatives as of the date first above written.

CANTATA HEALTH SOLUTIONS, LLC

ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

BY: _____

BY: _____

(PRINTED NAME)

(PRINTED NAME)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Schedule A Services and Fees

Included Services

Application Services, Software as a Service (SaaS)

Arize Enterprise

Arize is a modern, mobile-first behavioral health and human services EHR providing integrated administration, clinical, practice management, billing, and revenue cycle management.

Arize Consumer Access

Provides access to a single client record for clients, family members, and other non-staff interested parties to view the client's record, securely communicate with providers, view, sign-off or comment on any clinical documentation, upload scanned images, request appointments, complete up to five different self-screening tools, and pay bills via credit or debit card.

Arize Telehealth

Provides fully integrated, one-to-one video chat capabilities to extend access to services at any time without the need to travel long distances.

Arize Notifications - Text/Email

Provides Email or Text Based notifications sent through the Arize servicing agent. As an option, pre-recorded voice messages are available for an additional one-time and monthly charge.

Arize ePrescribing (powered by Dr First)

Provides a seamless electronic prescribing workflow for all prescribing needs, including Electronic Prescribing of Controlled Substances (EPCS) and Prescription Drug Monitoring Program (PDMP) reporting.

Arize eLabs (powered by Optum)

Provides electronic connectivity to a nationwide network of labs for both ordering and results.

Arize Clearinghouse Services (powered by Etactics)

Provides clearinghouse support for claims submission, real-time eligibility benefit verification, real-time status checks, Electronic Remittance Advice (ERA) delivery, and denial management. Additional terms apply.

Arize Incident Management

Collect data related to reportable incidents -- what happened, the response, and the outcome of the incident -- while maintaining the confidentiality of sensitive information.

Arize Interfaces & Exports

- Arize General Ledger Export
- Arize HIE Interface (HIXNY RHIO for ADT and CCD)

Cloud Managed Services

Disaster Recovery Option

Cantata's SOC II Type 2 certified cloud managed services include a single Production Instance and a Testing & Training Instance in a single Cantata Cloud environment. The production environment will be backed up locally and replicated to a second Cantata Cloud environment, with database backups every two hours. In the event of a catastrophic failure in the production environment, the DR environment will be spun up from replication back-ups. Both the RTO (Recovery Time Objective) and RPO (Recovery Point Objective) are under 3 hours. The Cloud Environment includes up to two blocks of 200GB of attached document storage (e.g. PDF, JPEG, TIFF). Cantata also offers an enhanced cloud services option providing business continuity and high availability with an RPO and RTO in minutes. Additional fees apply.

Support Services

Standard Support Option

Cantata will maintain and support the Application Services ensuring connectivity from the Cantata Cloud to the Internet and that the Services perform and operate in accordance with their specifications. Cantata will promptly repair or replace, at no additional charge, any Service that has any bugs, defects or errors.

In accordance with Cantata's Service Level Agreement (SLA), unlimited telephone and email support is available from 8:00 AM to 8:00 PM EST/EDT, Monday through Friday. For critical issues where any part of the Services is inaccessible, Customer should access the 24x7x365 support number. Cantata also offers the option of providing Application Support Services on a 24x7 basis, 365 days per year. Additional fees apply.

Professional Services

Standard Implementation

Cantata will provide the Professional Services to implement and make operational the Application Services using Cantata's standard deployment model, and Cantata's understanding of Customer requirements as of the date of this document. The project plan will delineate the responsibilities of each party and be delivered prior to project kick-off. It will include the following deliverables:

- a. Project Management, Kick off, File Build Training, and File Build Support.
- b. Training (Train-the-Trainer model) and Go-Live Support.
- c. Conversion Services required to migrate client demographics, movement history, service history, and balance forward data to Arize. The customer is responsible for supplying the data in a standard Arize import template.
- d. System Setup (Hosting and Database Compile).
- e. Review and replace 117 forms currently used in imaServe (1-100 fields per modified/created form), to be further defined in the project plan.
- f. Review and replace 43 reports currently used in imaServe (up to 1-day build services per report), to be further defined in the project plan.
- g. Implementation of the Arize Integrations listed above (if applicable).

Additional Implementation / Development Services

In addition to the standard implementation deliverables, Cantata will include the following deliverables with the deployment:

- OASAS PAS Reporting
- Replace the current flat file export for the jail EHR (CFG Health/Fusion)
- Stand up a complete, read-only archival snapshot of Customer's imaServe implementation upon Go Live of Arize for use by up to 5 concurrent users.



Subscription Fee Schedule

Included Services	Item Description	Unit of Measure	Quantity (Up to)	Monthly Fee	One-Time Fee	
Application Services	Arize Enterprise	Named User	120	Included		
Application Services	Arize Consumer Access	Active User	100	Included		
Application Services	Arize Telehealth	Named User	40	Included		
Application Services	Arize Notifications - Text/eMail	Messages / month	5,000	Included		
Application Services	Arize Clearinghouse	<i>see Price Schedule A.1 below</i>		Not Included		
Application Services	Arize ePrescribing	Named Prescriber	10	Included		
Application Services	Arize eLabs	Named Prescriber	10	Included		
Application Services	Arize GL Export	Interface	1	Included		
Application Services	Arize HIE Interface	Interface	1	Included		
Application Services	Arize Incident Management	Enterprise	1	Included		
Cloud Managed Services	Attached Document Storage	200GB Block	2	Included		
Cloud Managed Services	Disaster Recovery Option	As noted above		Included		
Support Services	Standard Support Option	As noted above		Included		
Professional Services	Implementation Services	As noted above		Included		
Professional Services	Additional Services	As noted above		Included		
				Total Fees	\$ 13,893.00	\$ 0.00

Optional Services*	Item Description	Unit of Measure	Monthly Fee
Application Services	Arize Named User, Contracted	Block of 5 Named Users	\$ 275.00
Application Services	Arize Named User, Temporary	Named User	\$ 95.00
Application Services	Arize Consumer Access Active User, Contracted	Block of 100 Active Users	\$ 200.00
Application Services	Arize Consumer Access Active User, Temporary	Active User	\$ 3.00
Application Services	Arize Telehealth	Block of 5 Named Users	\$ 145.00
Application Services	Arize Telehealth, additional hours	Block of 100 hours	\$ 85.00
Application Services	Arize Notifications – Text/eMail	Block of 5,000	\$ 120.00
Application Services	Arize ePrescribing	Block of 5 Prescribers	\$ 425.00
Application Services	Arize Lab Integration	Block of 5 Prescribers	\$ 75.00
Cloud Managed Services	Attached Document Storage	Block of 200GB	\$ 50.00
Professional Services	Implementation / Development Services	Hour	\$ 185.00

**Fees for Optional Application Services listed above are not inclusive of the one-time professional services that may be required to implement them.*

Terms

1. Subscription Fees are invoiced and payable monthly beginning on the date of Project Kick-off or ninety days after the Effective Date, whichever comes first.
2. Customer will not be responsible for both current imaServe software fees and Arize Subscription Fees for the same period.
3. One-time Services Fees, if any, for Included Services will be invoiced on the Effective Date and payable in accordance with the payment terms set forth in the Agreement.
4. Optional Services may be added during the Term of the Agreement upon Customer's written authorization. Fees for any optional services added after the Effective Date will be prorated and terminate at the anniversary of the Effective Date, unless otherwise renewed pursuant to the Agreement.
5. Included Professional Services are based on Cantata's understanding of Customer requirements as of the date of this document. Any material modification to the requirements or Cantata's understanding thereof may require additional budget and / or scheduling changes.
6. On-site services are not expected for this implementation. Should onsite services be requested by Customer, travel time (to Customer site) as well as actual travel and living expenses for the delivery of such on-site services, will be billed and payable monthly, as incurred.
7. Any extension or delay to the implementation at the request or cause of Customer may require additional fees.
8. Customer is responsible for all end user hardware, peripherals and internet connectivity enabling access to the Application Services.
9. All Fees are subject to an annual increase of 5.0% beginning on the first anniversary of the Effective Date.
10. A Named User is defined as any Customer employee, consultant or agent authorized to access the Application Services.
11. A Contracted Named User is defined as an enabled Named User for whom Customer agrees, either as part of the initial purchase or as a subsequent order, to pay the monthly fee for the remaining Term of the Agreement.
Customer may continue to add Named Users to the system even after the maximum number of Contracted Named Users has been reached. In this case, any Named Users above the contracted maximum will be considered Temporary Named Users. Customer agrees to pay the fee shown above for all Temporary Named Users. Cantata will calculate and invoice Customer for the Temporary Named User fee associated with the number of Named Users that exceeded the contracted limit during the previous month.
12. An Active User of Arize Consumer Access or Arize Stakeholder Access is defined as any non-Named User (e.g. a client, parent, external care team member, etc.) who accesses the system for any purpose at least once in a calendar month.
13. A Contracted Active User is defined as an enabled Active User for whom Customer agrees, either as part of the initial purchase or as a subsequent order, to pay the monthly fee through the Term of the Agreement.
Customer may continue to add Active Users to the system even after the maximum number of Contracted Active Users has been reached. In this case, any Active Users above the contracted maximum will be considered Temporary Active Users. Customer agrees to pay the fee shown above for all Temporary Active Users. Cantata will calculate and invoice Customer for the Temporary Active User fee associated with the number of Active Users that exceeded the contracted limit during the previous month.
14. Arize Telehealth fees include an aggregate usage allowance equal to thirty (30) hours per Named User per month. Monthly usage is measured in total across all Named Users, and not on an individual user basis. Accordingly, Customer's monthly usage allowance is calculated as thirty (30) hours multiplied by the number of licensed Named Users. To the extent Customer's total usage in a month exceeds this allowance, such excess usage will be billed in arrears at the rate listed above.
15. Upon Termination of this Agreement, for any reason, and at Customer's request, Cantata agrees to provide Customer with prompt, good faith, and reasonable assistance to migrate Customer's data from the Application Services to

Customer's new software, system, or provider. Such assistance shall include, but not be limited to, providing all Customer Data in a native SQL format mutually agreed upon by the parties, and cooperating with Customer's new service provider to ensure a smooth and efficient transition. The one-time fee for generating the export files shall be \$5,000.00. Cantata will make additional post-Termination assistance available at the rate of \$246.00 per hour.

Upon Customer's request, Cantata can also make available to Customer a complete, read-only archival snapshot of Customer's data within the Application Services at the time of termination and retain the snapshot for a period of up to five (5) years following Termination. The annual fee for providing this on-going service for up to ten (10) named users shall be \$15,000.00 or an amount equal to ten percent (10%) of twelve months of the monthly Subscription Services in effect at the time of Termination, whichever is greater.

Price Schedule A.1
Arize Clearinghouse Services

Powered by Etactics

Item	Description	Frequency
Monthly Clearinghouse Access Fee	A charge that covers customer support, maintenance, data storage, clearinghouse access, and implementation of claim calculations and edits.	\$50.00 each Tax ID
CLAIMS		
Claims Setup Fee	One time setup fee to program custom business rules and data parsing.	\$150.00 each Tax ID
Electronic Claims Processing	Healthcare claims (ANSI 837P, 837I) that are received and transmitted electronically on behalf of Customer, through Application to various recipients including insurance companies. The claims offering also includes the management of the delivery and the reconciliation of reports etc. from the entity supplying the reports.	\$0.22 per claim
Print Claims Processing	Healthcare claims that are received, printed and mailed on behalf of Customer.	\$0.90 each
Electronic Claim Status Processing	Transactions (ANSI 276/277) used to inquire about the status of a claim after it has been sent.	\$0.10 each request
ELIGIBILITY		
Eligibility Setup Fee	One time setup fee to program custom business rules and data parsing.	No Charge each Tax ID
Eligibility	Transactions (ANSI 270/271) that are received and transmitted electronically on behalf of Customer, through Application to various recipients including insurance companies regarding the eligibility of a specific patient or service to be rendered by the Customer.	\$0.08 each request No Monthly Minimum
EOB to 835	Convert mailed or portal-based EOBs to 835s.	\$50.00/month/Tax ID
ERA		
Electronic Remittances	Electronic data interchange version (ANSI 835) of a medical insurance payment explanation received by Cantata from a third party.	\$0.05 each No Monthly Minimum
DENIALS MANAGEMENT (AppealsPlus)		
Monthly Access Fee	The amount charged each month for having access to AppealsPlus.	No Charge each
Monthly Database Fee	AppealsPlus utilizes distinct databases and this is the charge for each database used by Customer. This rate covers customer support, maintenance, and data storage.	\$800.00 each
Remitted Claim Fee	Each adjudicated claim with an ERA ingested into AppealsPlus, whether denied or not. This does not include claims with negative charges.	No Charge each
Remote Internet Training	Web based training that is charged per hour.	No Charge each hour
Fillable Form	By using data from the 835 file, AppealsPlus automatically populates data on letters and appeal forms provided by the Customer that have been made fillable and include special pointers.	\$30.00 each after the initial 10
Database Setup Fee	Fee charged for the initial setup of each Customer database.	\$800.00 each

Arize Clearinghouse Services Additional Terms

1. All charges will be as incurred, based on actual usage of the prior month(s). Invoices shall detail total usage and calculated charges and shall be payable in accordance with the terms of the Agreement.
2. In the event that any Customer Data received from Customer is not accurately processed solely as a result of Cantata's failure to perform the Application in accordance with the terms of this Schedule, and such failure results in damage to Customer, then Cantata's sole obligation and liability to Customer for such event(s) shall be limited to reposting or resending Customer's Data. Any claim under this section must be asserted in writing within sixty (60) days after the inaccurate transmission on which such claim is based. Customer further agrees that Cantata shall not be liable in any way for any inaccuracy that can be attributed to or demonstrated as resulting from errors or omissions or negligent, wrongful or other acts of Customer or its Users.
3. The prices set forth herein shall be increased from time to time by the amount of any single-piece rate or presort rate increases by the USPS, effective as of the date the postage rate change is placed into effect. Any such increase shall be reflected in Cantata's invoice to Customer, and Customer's corresponding payment to Cantata. Customer additionally agrees to pay for additional postage required for any mail pieces in excess of 1 oz. or requiring international delivery.
4. Cantata will use commercially reasonable efforts to display the Customer Data it receives in response to Customer initiated clearinghouse transactions. Cantata does not guarantee the receipt, acknowledgement, processing, response times, or payment by any third party, or any third party transactions. Customer accepts all information received in connection with the Application "AS IS" without warranty, express or implied. Customer acknowledges and agrees that Cantata can in no way be held responsible for the content of third parties' data shared with Customer by Cantata.
5. Either Party may cancel Cantata Clearinghouse Services for convenience by giving the other Party at least thirty (30) days' notice.

Schedule B

Service Level Agreement

Support Services

The Support Services described in this Schedule will be performed by Cantata Health subject to the terms and conditions of this Master Services Agreement.

- a) Cantata Health will maintain the current version of the Application Services in substantial conformance with its Documentation as amended from time to time by Cantata Health, and with applicable Federal regulatory requirements and laws providing it does not cause Cantata Health to rewrite the Application Services. Cantata Health will use commercially reasonable efforts to either:
 - (i) Correct any reproducible Problems or Defects in the then currently available release of Licensed Programs by Cantata Health which prevent it from operating in substantial conformance with the Documentation and applicable Federal regulatory requirements; or
 - (ii) Provide a commercially reasonable alternative that will substantially conform with the Documentation and applicable Federal regulatory requirements and laws.
- b) Customer will make requests for Support Services by opening a support ticket in ZohoDesk at <https://support.cantatahealth.com/portal/en/signin> providing Cantata Health a description specifying a Problem or Defect in the Application Services. Customer will provide any information and or attachments with the ticket that will assist Cantata Health in re-creating the Problem or Defect in the Licenses Software. Cantata Health will provide new and ongoing updates to its customers in its normal course of business to correct defects including system documentation of such corrections.
- c) On a timely basis Cantata Health will also provide Customer with:
 - (i) ongoing updates in its normal course of business to correct defects including system documentation of such corrections.
 - (ii) such updates as are distributed without charge to other similar customers which reflect modifications and incremental improvements made to the Application Services by Cantata Health. The timing of such updates shall be at Cantata Health's sole discretion.
 - (iii) an opportunity to obtain enhancements to the Application Services for which charges are imposed on the same terms as such enhancements are generally made available to other customers.
- d) Cantata Health will make support personnel available from 8:00 a.m. to 8:00 p.m. Eastern time zone, Monday through Friday. For critical issues where an Application Service is inaccessible, Customer should call **1.877.532.6347** which is the Cantata Health 24x7x365 support number.
- e) If reasonable analysis by Cantata Health indicates that a reported Problem or Defect is caused by Customer's misuse or modification of the Application Services, Cantata Health's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Application Services. Customer will, at Cantata Health's option, pay Cantata Health for the cost of analyzing the reported problem at Cantata Health's then prevailing time-and-materials rate.
- f) Absent a bona fide dispute, if Customer fails to pay for Support Services when due, Cantata Health may refuse to provide Support Services until Customer makes payment of all Charges due. If Customer has missed any mandatory upgrades, Cantata Health will also charge, and Customer will pay, for software and services necessary to bring the Application Services up to Cantata Health's then-current level before Cantata Health will certify that Customer is again eligible for maintenance hereunder.
- g) If analysis by Cantata Health indicates that a reported problem is caused by a reproducible Problem or Defect, Cantata Health will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:

Priority	Definition
1 – Critical	<p>Priority 1: will be assigned when the Application Services or a material Application Services function component is non-operational as a result of a defect [in Production environment only] such as the Production system cannot be accessed or utilized in any capacity, a direct patient safety issue is present, or a HIPAA compliance violation as a result of a server incident or Cantata Health application defect. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within one (1) business day.</p> <p><u>Customer’s Commitment:</u></p> <ul style="list-style-type: none"> • This case Priority must be called in directly to the Cantata Health Support department. • Customer provides specific, detailed information required for troubleshooting/investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be downgraded to Priority 2 after three (3) business days.
2 – High	<p>Priority 2: will be assigned to Production defects that result in functions that have a significant negative impact on daily operations but do not constitute as a “System Down”. A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within three (3) business days.</p> <p><u>Customer’s Commitment:</u></p> <ul style="list-style-type: none"> • Customer provides specific, detailed information required for troubleshooting/investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be downgraded to Priority 3 after six (6) business days.
3-Medium	<p>Priority 3: will be assigned for system issues identified in functions that have no major impact on daily operations or that allow the continuation of function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 issues, or to provide a plan for such correction, within ten (10) business days.</p> <p><u>Customer’s Commitment:</u></p> <ul style="list-style-type: none"> • Customer provides specific, detailed information required for troubleshooting/investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be downgraded to Priority 4 after eleven (11) business days.
4 – Low	<p>Priority 4: will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business days.</p> <p><u>Customer’s Commitment:</u></p> <ul style="list-style-type: none"> • Customer provides specific, detailed information required for troubleshooting and investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be closed following Cantata’s Case Closure Notification policy.

Schedule C Business Associate Agreement

This Business Associate Addendum (the “**BAA**”) is made and entered into by and between Albany County Department of Mental Health (“**Customer**”) and Cantata Healthcare Solutions, LLC (“**Business Associate**”) as of the Effective Date. This BAA is an integral part of the Services Agreement (defined below) between the parties.

Customer is a “covered entity” as defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the “**HITECH Act**”), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services (collectively, as amended from time to time, “**HIPAA**”).

Certain of Customer’s operations also may constitute a “program” (the “**Part 2 Program**”) as defined in the federal alcohol and drug rehabilitation regulations at 42 C.F.R. Part 2 (“**Part 2**”). With respect to the Part 2 Program, Business Associate also will be a “qualified service organization” as defined under Part 2.

Customer has engaged or may engage Business Associate to perform certain services (the “**Services**”) pursuant to the Master Services Agreement to which this BAA is attached and any applicable Order Form, Statement of Work, and/or any applicable Exhibit thereto (collectively, the “**Services Agreement**”). In the course of providing the Services, Customer may deliver to Business Associate, allow Business Associate access to, or have Business Associate obtain, create, maintain, or transmit on behalf of Customer (i) information that may be deemed protected health information subject to the provisions of HIPAA, (ii) Records (as defined under Part 2), and (iii) information subject to protection under other federal or state laws.

In order to comply with the applicable provisions of HIPAA, Part 2, and other federal or state laws as applicable, the parties agree as follows:

1. Definitions

- 1.1 Capitalized terms used but not otherwise defined in the Services Agreement or this BAA shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).
- 1.2 “**Electronic PHI**” means PHI that is Electronic Protected Health Information.
- 1.3 “**PHI**” means Protected Health Information received or accessed by or on behalf of Business Associate from or on behalf of Customer or created, received, maintained, or transmitted by or on behalf of Business Associate for or on behalf of Customer.
- 1.4 “**Substance Use Disorder Records**” means the subset of PHI that is Records, as defined under Part 2.
- 1.5 “**Unauthorized Use or Disclosure**” means a use or disclosure of (including without limitation access to) PHI that is not permitted by this BAA, that is made by a person not authorized by Business Associate to do so, that contravenes Business Associate’s policies or procedures, or that violates or gives rise to a reporting obligation under HIPAA, including without limitation a Breach of PHI that is Unsecured Protected Health Information, or any other law regarding the privacy or security of such information.

2. Compliance; Safeguards

- 2.1 Business Associate represents and warrants that it has implemented and at all times will maintain (i) written policies and procedures in accordance with HIPAA and (ii) training of all members of its workforce in accordance with HIPAA.
- 2.2 Business Associate further represents and warrants that it has implemented and at all times will maintain training of all members of its workforce to ensure that such personnel have a reasonable and appropriate awareness and understanding of Business Associate's obligations with regard to Part 2.
- 2.3 Business Associate at all times shall maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, availability, and integrity of Electronic PHI that it creates, receives, maintains, or transmits in accordance with the regulations set forth at 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and shall maintain policies and procedures and other documentation in accordance with the regulations set forth at 45 CFR § 164.316. Business Associate acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entities.
- 2.4 Except as otherwise expressly approved in writing by Customer in its sole discretion, to the extent Business Associate transmits any Electronic PHI, whether by any electronic communication (such as email) or by shipment of electronic media or devices (such as CDs, DVDs, USB drives, or external hard drives), Business Associate shall encrypt all such Electronic PHI either by utilizing encrypted electronic communication (such as TLS for email) or by encrypting all files containing Electronic PHI or encrypting such electronic media or devices. Such encryption shall render all such Electronic PHI unusable, unreadable, or indecipherable using an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key that complies with the requirements of Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules, including, as appropriate, standards described in NIST Special Publication 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations, NIST Special Publication 800-77, Guide to IPsec VPNs, NIST Special Publication 800-113, Guide to SSL VPNs, or other standards that are FIPS 140 2 validated; provided, however, that if such standards no longer are in effect or if industry best practices call for a stronger encryption standard, Business Associate shall follow the encryption standard of current industry best practices.
- 2.5 Except as otherwise expressly approved in writing by Customer in its sole discretion, to the extent Business Associate maintains or stores any Electronic PHI, (i) Business Associate shall encrypt all such Electronic PHI that is maintained or stored on a laptop computer, removable electronic media, external hard drive, or other medium or device that is not a computer server or workstation located in a physically secure area, and (ii) unless commercially infeasible (in which case Business Associate shall notify Customer thereof promptly in writing), Business Associate shall encrypt all such Electronic PHI that is maintained or stored on a computer server or workstation located in a physically secure area. Such encryption shall render all such Electronic PHI unusable, unreadable, or indecipherable using an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key that is consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices; provided, however, that if such standards no longer are in effect or if industry best practices call for a stronger encryption standard, Business Associate shall follow the encryption standard of current industry best practices.
- 2.6 To the extent Business Associate maintains or transmits any PHI, when required under this BAA and when any PHI is no longer needed by Business Associate to perform the Services

and its obligations pursuant to this BAA and no longer required to be maintained pursuant to HIPAA, Electronic PHI shall be deleted from storage media in a secure fashion such that the PHI cannot be retrieved, and the media on which the PHI is stored or recorded shall be destroyed as follows (and, in any case, any destruction of such media shall be in accordance with the following): (i) paper, film, or other hard copy media shall be shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; and (ii) electronic media shall be cleared, purged, or destroyed consistent with NIST Special Publication 800 88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

- 2.7 The provisions of this BAA requiring particular safeguards shall not limit Business Associate's obligations pursuant to Section 2.3 or pursuant to HIPAA, Part 2, or other applicable law.
3. **Minimum Necessary.** Business Associate shall request, access, use, and (if permitted by the Services Agreement) disclose only the minimum amount of PHI necessary, in accordance with HIPAA, to perform the Services.
4. **Permitted Uses.** Subject to the restrictions set forth in this BAA regarding Substance Use Disorder Records, Business Associate may use PHI only as permitted or required by this BAA and only for the following purposes: (i) as necessary to perform the Services; (ii) to carry out its legal responsibilities; (iii) for the proper business management and administration of Business Associate; (iv) to provide Data Aggregation services relating to the Health Care Operations of Customer, but only to the extent, if any, expressly provided in the Services Agreement; (v) to de-identify PHI in accordance with the standards set forth under HIPAA, but only to the extent, if any, expressly provided in the Services Agreement; and (vi) as Required By Law.
5. **Permitted Disclosures.** Subject to the restrictions set forth in this BAA regarding Substance Use Disorder Records, Business Associate may disclose PHI only as permitted or required by this BAA and only for the following purposes: (i) as necessary to perform the Services; (ii) for the proper business management and administration of Business Associate or to carry out its legal responsibilities, if Required By Law or if Business Associate has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify Business Associate of any instance of which the recipient becomes aware in which the confidentiality of such PHI has been breached; and (iii) as otherwise Required By Law.
6. **Subcontractors**
- 6.1 Except as otherwise provided in the Services Agreement or with the written consent of Customer, all Services shall be performed by employees of Business Associate, and Business Associate shall not disclose any PHI to an independent contractor or agent of Business Associate.
- 6.2 Any disclosure of PHI to a Subcontractor or agent of Business Associate shall be pursuant to a written agreement between Business Associate and such Subcontractor or agent containing the same restrictions and conditions on the use and disclosure of PHI as are set forth in this BAA and the requirements of Part 2 regarding qualified service organizations and HIPAA. Business Associate shall deliver to Customer a copy of any such agreement with a Subcontractor or agent of Business Associate promptly upon execution thereof.
- 6.3 Business Associate shall take reasonable steps to ensure that the acts or omissions of its Subcontractors and agents would not breach the terms of this BAA if done by Business Associate, including without limitation making reasonable inquiry of such Subcontractors regarding their ability to comply with the agreement described in Section 6.2 and taking reasonable steps to monitor such compliance.

7. Prohibited Uses and Disclosures

- 7.1 Except as otherwise expressly provided in the Services Agreement, Business Associate shall not remove, transmit, or download PHI from Customer's premises or systems, or authorize or assist any other person to do so, under any circumstances.
- 7.2 Subject to Customer's compliance with its obligations set forth in Section 17 as applicable, Business Associate shall not use or further disclose PHI in a manner that would violate HIPAA or Part 2 if done by Customer.
- 7.3 Except as otherwise expressly provided in the Services Agreement, Business Associate shall not permit any PHI to be transmitted to, received by, or stored at any location outside of the United States of America and shall not permit any person outside of the United States of America to access or view PHI.
- 7.4 Business Associate shall not use or disclose PHI for purposes of marketing or fundraising unless the Services expressly include such marketing or fundraising, and then only to the extent necessary to perform the Services.
- 7.5 Business Associate shall not sell PHI or otherwise receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to Business Associate by Customer for performance of the Services.
- 7.6 If Customer notifies Business Associate that Customer has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to Section 16, Business Associate shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions. Business Associate shall not agree to a restriction on the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) without first consulting Customer.
- 7.7 Business Associate shall ensure that its officers, directors, employees, agents, and Subcontractors comply with each of the foregoing prohibited uses and disclosures of PHI.

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

9. Data Breach Investigation and Reporting

- 9.1 Without unreasonable delay and in no case later than 24 hours after discovery of an actual or reasonably suspected Unauthorized Use or Disclosure, Business Associate shall report such event to Customer in reasonable detail by telephone to such number(s) as to which Customer may notify Business Associate from time to time, followed immediately by notice in writing by overnight delivery service. If unsuccessful in reaching a live person at any such number(s), Business Associate shall retry such calls at intervals of not more than 12 hours until reaching a live person.
- 9.2 Unless otherwise directed in writing by Customer, as soon as practicable, but within no more than three days following discovery of such actual or suspected Unauthorized Use or Disclosure, Business Associate at its sole cost shall assess whether such event involved PHI that is Unsecured Protected Health Information and, if so (or if Business Associate cannot determine conclusively to the contrary), Business Associate at its sole cost shall make an evaluation of whether there is a low probability that the PHI has been compromised. In making such evaluation, Business Associate shall conduct a risk assessment that considers, at a minimum, (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, (ii) the unauthorized person who used the protected health information or to whom the disclosure was made, (iii) whether the

protected health information was actually acquired or viewed, and (iv) the extent to which the risk to the protected health information has been mitigated, and Business Associate shall evaluate the overall possibility that the PHI has been compromised by considering all of the above, and any other relevant factors, in combination.

- 9.3 Business Associate shall keep Customer fully apprised of the status of the evaluation described in Section 9.2 while it is underway and shall report the outcome thereof to Customer by telephone to the numbers set forth above or such alternate number as Customer may provide to Business Associate for such purpose immediately upon the conclusion of such evaluation, followed promptly by written notice thereof.
- 9.4 Business Associate acknowledges and agrees that the final determination of whether any event is a Breach of PHI that is Unsecured Protected Health Information, and any decision as to notifications to be made to affected individuals, government agencies, or the media, shall be made by Customer in its sole discretion. Business Associate shall cooperate fully with, and provide such assistance and access to personnel, systems, data, information, and facilities as reasonably requested by Customer in any investigation or evaluation by or on behalf of Customer of such event.
- 9.5 If Customer, in its sole discretion, notifies Business Associate (by telephone, e-mail, or any other means of communication) of Customer's determination that such event is a Breach of PHI that is Unsecured Protected Health Information, Business Associate shall provide Customer in writing, without unreasonable delay but in no case later than three business days following such determination, notice setting forth the following with respect to the Unauthorized Use or Disclosure: the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Customer. Business Associate shall supplement such notice with information not available at the time of the initial notification as promptly thereafter as the information becomes available to Business Associate.
- 9.6 For purposes hereof, an Unauthorized Use or Disclosure shall be deemed discovered by Business Associate as of the first day on which such event is known to or reasonably suspected by Business Associate or, by exercising reasonable diligence, would have been known to or reasonably suspected by Business Associate, and Business Associate shall be deemed to have knowledge or reasonable suspicion of such an event if such event is known to or reasonably suspected by, or by exercising reasonable diligence would have been known to or reasonably suspected by, any person (other than the person committing the Unauthorized Use or Disclosure), who is a workforce member of Business Associate or an agent of Business Associate (determined in accordance with the federal common law of agency).
10. **Security Incident Reporting.** Business Associate shall report to Customer in writing any Security Incident involving Electronic PHI, other than a Security Incident that involves an event reported pursuant to Section 9, within 10 days of Business Associate's discovery thereof. The parties acknowledge and agree that this section constitutes notice by Business Associate to Customer of the ongoing occurrence of events that may constitute Security Incidents but that are trivial, routine, do not constitute a material threat to the security of PHI, and do not result in unauthorized access to or use or disclosure of PHI (such as typical pings and port scans), for which no additional notice to Customer shall be required.
11. **Reimbursement; Mitigation.** Business Associate shall reimburse Customer for all reasonable costs and expenses incurred by Customer as a result of an Unauthorized Use or Disclosure, and Business Associate shall take all actions reasonably necessary, and Business Associate shall cooperate with Customer as reasonably requested, to mitigate, to the extent practicable, any harmful effect of such

occurrence. Any provision of a Services Agreement to the contrary notwithstanding, no limitation of liability shall apply to the obligations set forth in this paragraph.

12. **Access and Amendment.** Business Associate shall notify Customer promptly upon receipt of a request from an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) Business Associate shall direct such Individual to make such request of Customer and (ii) Business Associate shall not consent to such access, deliver such copy, or comply with such request except as directed by Customer. With respect to PHI maintained by Business Associate in a Designated Record Set (if any), upon the request of Customer from time to time Business Associate shall (i) make available PHI to Individuals or Customer in such form and format as reasonably directed by Customer so that Customer may meet its access obligations under HIPAA and (ii) upon receipt of notice from Customer, promptly amend any portion of the PHI so that Customer may meet its amendment obligations under HIPAA.
13. **Accounting for Disclosures.** Business Associate shall document all disclosures of PHI by Business Associate and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. Business Associate shall maintain such information for the applicable period set forth in HIPAA. Business Associate shall deliver such information to Customer or, upon Customer's request, to the Individual, in the time and manner reasonably designated by Customer, in order for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this BAA and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Customer of all such information in a form and medium reasonably satisfactory to Customer and the return or destruction of all PHI as provided in this BAA.

14. **Audit**

- 14.1 If Business Associate receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that Business Associate make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Customer's or Business Associate's compliance with HIPAA, Business Associate promptly shall notify Customer of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Customer or Business Associate (which challenge Business Associate shall not be obligated to raise), Business Associate shall comply with such request to the extent required of it by applicable law.
- 14.2 Promptly upon the written request of Customer from time to time, Business Associate shall (i) provide accurate and complete written responses to questionnaires from Customer regarding Business Associate's internal practices, books, and records relating to the use, disclosure, and safeguarding of PHI and (ii) make its internal practices, books, and records relating to the use, disclosure, and safeguarding of PHI (including without limitation its documented policies and procedures with respect thereto, documentation evidencing the training of its personnel with respect thereto, and other documentation required under HIPAA) available to Customer or Customer's designee for the purposes of determining Business Associate's compliance with HIPAA and with its obligations under this BAA.
- 14.3 The fact that Customer exercises its rights under Section 14.2, fails to exercise such rights, or has such rights shall not relieve Business Associate of its obligations pursuant to Section 2 or pursuant to HIPAA or other applicable law, nor shall Customer's failure to detect, or detection of but failure to notify Business Associate or require Business Associate's remediation of,

any practice or condition of Business Associate constitute acceptance of such practice or condition or a waiver of any of Customer's rights under this Agreement.

- 14.4 Nothing in this BAA shall waive any attorney-client privilege or other privilege applicable to either party.
15. **Part 2 Program Requirements.** Business Associate acknowledges that, with respect to Substance Use Disorder Records and in receiving, storing, processing, or otherwise dealing with Substance Use Disorder Records, Business Associate is fully obligated and bound to comply with Part 2. Business Associate (i) shall use, disclose, and release Substance Use Disorder Records in accordance with Part 2, and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to Substance Use Disorder Records and patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by Part 2.
16. **Compliance with Law.** Business Associate shall comply with all applicable federal and state laws regarding individually identifiable information contained in or associated with PHI, including without limitation any state data breach laws or other state laws regarding the protection of such information. Nothing in this BAA shall be construed to require Business Associate to use or disclose PHI without a written authorization from an Individual who is the subject thereof, or written authorization from any other person, where such authorization would be required under federal or state law for such use or disclosure.
17. **Obligations of Customer.** Customer shall (i) notify Business Associate of any limitation in Customer's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI, (ii) notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect Business Associate's use or disclosure of PHI, and (iii) notify Business Associate of any restriction on the use or disclosure of PHI to which Customer has agreed in accordance with HIPAA, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
18. **Ownership of Data.** Unless otherwise expressly set forth in the Services Agreement or otherwise agreed in writing by Customer, any data created from de identifying PHI or from Data Aggregation by or on behalf of Business Associate, whether or not created in accordance with the terms of this BAA, shall be and remain exclusively the property of Customer. Unless otherwise expressly set forth in the Services Agreement or otherwise agreed in writing by Customer, Business Associate assigns to Customer all of Business Associate's right, title, and interest in and to any such data, if any, and Business Associate shall neither use any such data for any purpose other than to provide the Services nor disclose such data to any third party except with the prior written consent of Customer or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.
19. **Term and Termination.** This BAA shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) the expiration or termination of all Services Agreements or (ii) termination pursuant to this section. Customer may terminate the Services Agreement and this BAA effective immediately if it determines that Business Associate has breached a material provision of this BAA and failed to cure such breach within 15 days of being notified of the breach; provided, however, if Customer reasonably determines that cure is not possible, it may terminate this BAA and any Services Agreement effective immediately upon written notice to Business Associate.
20. **Effect of Termination.** Upon termination of this BAA, Business Associate shall deliver to Customer the disclosure accounting information as provided in this BAA and return to Customer or destroy all PHI that Business Associate maintains in any form and retain no copies of such PHI; provided, however, that if Business Associate determines that return or destruction is not feasible (including without limitation if Business Associate is required by applicable law to retain any such PHI for a time following termination), Business Associate shall notify Customer thereof and, upon Customer's agreement in writing in its sole discretion, Business Associate may retain such portions of the PHI

return or destruction is not feasible until return or destruction is feasible and Business Associate shall extend the protections of this BAA to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The requirements of this section shall survive termination or expiration of this BAA and shall be in force as long as any PHI remains in the custody or control of Business Associate.

21. **Indemnification.** Business Associate shall indemnify, defend, and hold harmless Customer, its affiliates, and each of their respective directors, officers, representatives, agents, employees, and contractors, against any losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs and expenses (including without limitation reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties) arising from or relating to an Unauthorized Use or Disclosure, a Security Incident, a breach by Business Associate (or its agents, employees, or Subcontractors) of any provision of this BAA, or Business Associate's (or its agents', employees', or Subcontractors') violation of HIPAA or other applicable law. Customer shall notify Business Associate promptly in writing of the claim or threat thereof; provided, however, that notification at any time by Customer to Business Associate of the claim shall be considered prompt enough to meet the foregoing condition if any delay in providing Business Associate with notice of the claim is not materially prejudicial to Business Associate. Customer shall permit Business Associate to have sole control over the defense and, subject to the terms of this paragraph, the settlement of the claim. Business Associate shall keep Customer informed of its efforts and shall not settle the claim without Customer's prior written consent, such consent not to be unreasonably withheld. No withholding of such consent by Customer shall be deemed unreasonable if such settlement involves any remedy aside from immediate payment of money or does not include a full and unconditional release of Customer from any and all liability. Any provision of a Services Agreement to the contrary notwithstanding, no limitation of liability shall apply to the obligations set forth in this paragraph.
22. **Insurance.** Business Associate shall maintain, at its cost, a policy or policies of professional liability insurance having the limit of liability of no less than \$5 Million per claim/\$10 Million in the aggregate covering the unauthorized acquisition, access, use, physical taking, release, distribution, or disclosure of personal information, identity theft, and breaches by third parties and employees, for costs and expenses arising from or relating to an unauthorized disclosure or use of PHI or any use or disclosure of PHI in violation of the terms and conditions of this BAA, including without limitation such costs and expenses of notification, fraud alert and credit monitoring, mitigation of damages, consultants, forensic investigation, and legal expenses and for Business Associate's indemnification obligations under this BAA. Such insurance policy or policies shall be issued by an insurance company reasonably satisfactory to Customer and, only if so requested in writing by Customer, shall name Customer as an additional insured. Business Associate shall provide Customer evidence of such coverage reasonably acceptable to Customer upon execution of this BAA and upon request of Customer from time to time. The limits of any insurance coverage shall not limit Business Associate's liability under any provision of this BAA or any Services Agreement. If any such insurance policy is a "claims made" policy, Business Associate shall (i) obtain continuing like coverage for claims that arise out of this BAA and provide to Customer evidence thereof for five years after the expiration or any termination of this BAA, or (ii) purchase an extended reporting endorsement ("tail coverage") if the "claims made" policy is terminated at any time during such period.
23. **Miscellaneous**
- 23.1 Notices. Except as otherwise provided in this BAA, notices and reports given under this BAA shall be in writing and sent to each party at the applicable address set forth in the Services Agreement (as may be updated from time to time). Such written notices shall be deemed given (i) when personally delivered, (ii) on the third business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided

- herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight delivery service to the address provided herein; provided, however, that written notice pursuant to Section 9 shall be sent prepaid, with next-business-day instruction by recognized overnight document delivery service to the address provided herein.
- 23.2 Nature of Relationship. Business Associate shall perform all services hereunder as an independent contractor to Customer, and nothing contained herein shall be deemed to create any agency or other relationship between the parties or any of their affiliates. Neither party shall have the right, power, or authority under this BAA to create any duty or obligation on behalf of the other party.
- 23.3 Governing Law. This BAA shall be governed by and construed in accordance with the laws of the State that govern the Services Agreement, without regard to conflict of laws principles that would result in the application of any law other than the law of such State, and the exclusive venue for any dispute under this BAA shall be the same as the venue for a dispute under the Services Agreement.
- 23.4 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.
- 23.5 Severability. If any one or more of the provisions of this BAA should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this BAA not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable would be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling, and/or the controlling principle of law or equity leading to the ruling, subsequently is overruled, modified, or amended by legislative, judicial or administrative action, then the provision(s) in question as originally set forth in this BAA will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.
- 23.6 Entire Agreement. This BAA, together with the Services Agreement, constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect. Each party represents and warrants that, in entering into and performing its obligations under this BAA, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation may be expressly set forth herein.
- 23.7 Amendments. This BAA may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Customer may propose, by written notice to Business Associate, to amend this BAA in such a manner as Customer reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless Business Associate rejects such amendment by written notice to Customer within 30 days thereafter, in which case, unless the parties agree

on an amendment within thirty days after Business Associate's notice, either party may terminate this BAA by written notice to the other.

- 23.8 No Third Party Beneficiaries. Except for the rights of indemnitees expressly set forth herein, no provision of this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever, and any implication to the contrary is expressly disclaimed by each party.
- 23.9 Injunctive Relief. Business Associate acknowledges that the breach or threatened breach by it of any provision of this BAA may cause Customer irreparable harm and that Customer may not have an adequate remedy for such breach at law, and Business Associate therefore agrees that upon any breach or threatened breach of this BAA, Customer will be entitled to seek, and Business Associate shall not object to, injunctive relief to prevent Business Associate from commencing or continuing any action that constitutes or would constitute such breach, or to compel Business Associate to take action required under this BAA or otherwise specifically perform hereunder, without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Customer may be entitled as a result of a breach of this BAA.
- 23.10 Headings; Interpretation. The headings of the sections used in this BAA are included for convenience only and are not to be used in construing or interpreting this BAA. In the event of a conflict between the terms of this BAA and the terms of the Services Agreement, this BAA shall control. In the event of an inconsistency between the provisions of this BAA and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this BAA are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this BAA shall control.



Exhibit A Modifications to the Agreement

This Exhibit A is made part of the Agreement and is intended to identify modifications to the Agreement. To the extent the provisions set forth below conflict with the Agreement, the provisions of this Exhibit A shall control.

Modifications to the Agreement:

Acknowledgment:

This Exhibit A is acknowledged and agreed by the undersigned parties as of the effective date of the Agreement.

CANTATA HEALTH SOLUTIONS, LLC

ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

BY: _____

BY: _____

(PRINTED NAME)

(PRINTED NAME)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____