



Statement of Qualification 22-052

Health Care Services for the Jefferson Parish Correctional Center

Submission

Dr. Shondra Williams, President & CEO

Avondale -Corporate

4028 U.S. Hwy. 90
Avondale, LA 70094
504-437-8530

Avondale

3932 U.S. Hwy. 90
Avondale, LA 70094
504-436-2223

Kenner

2552 Williams Blvd.
Kenner, LA 70062
504-463-3002

Lafitte

5140 Church St.
Lafitte, LA 70067
504-689-3300

Marrero

7001 Lapalco Blvd.
Marrero, LA 70072
504-341-4006

General Professional Services Questionnaire

A. Project Name and Advertisement Resolution Number:

Health Care Services for the Jefferson Parish Correctional Center. Resolution number 140422.

B. Firm Name & Address:

InclusivCare. 4028 US Highway 90 Avondale, LA 70094.

C. Name, title, & contact information of Firm Representative, as defined in Section 2-926 of the Jefferson Parish Code of Ordinances, with at least five (5) years of experience in the applicable field required for this Project:

Dr. Shondra G. Williams, PhD in Nursing, Family Nurse Practitioner, joined JCHCC in 2012, after years of experience in public health (Program Administrator- Title X and Nurse Practitioner for Region I-St. Bernard Parish Health Unit, Jefferson Parish Health Units-Metairie & Marrero, and Orleans Women's Health) in the New Orleans metropolitan area. Over the past 10 years, she has led the effort to bring the organization to a compliant state of operations, stabilized a financial program in disarray, and helped the health center grow from a 2-site operation to a multi-site organization by adding the Avondale and Lafitte clinics in 2013, transitioning the corporate offices to a separate location in the health center's original clinic site in 2015, and receiving approval to open a NAP clinic in 2015. She also saw JCHCC through perhaps its most challenging time, with the forced change in 2 clinic sites on short notice in 2017-2018, all while finalizing the plans and implementation of free transportation services in 2017 and the start-up of mobile dental service in 2018. Calling on a strong knowledge of the region, and a nearly inexhaustible supply of energy, Dr. Williams has entered into numerous collaborative efforts throughout the region and won a contract to open a new school-based clinic in 2019. All of this, has placed the organization in a strong position to completely recoup lost patient numbers that occurred with the move from previous clinic sites, especially when one considers the renovation and construction plans slated for 2019-2020 (Avondale Clinic remodel and building a new, state-of-the-art Lapalco clinic.)

D. Address of principal office where Project work will be performed:

100 Dolhonde St. Gretna, LA 70053.

E. Is this submittal by a JOINT-VENTURE? Please check:

YES NO

If marked "No" skip to Section H. If marked "Yes" complete Sections F-G.

F. If submittal is by JOINT-VENTURE, list the firms participating and outline specific areas of responsibility (including administrative, technical, and financial) for each firm. Please attach additional pages if necessary.

1.
N/A

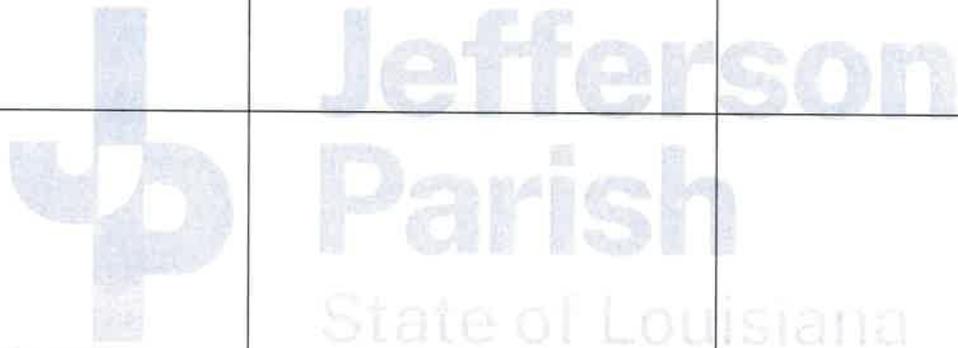
2.
N/A

General Professional Services Questionnaire

G. Has this JOINT-VENTURE previously worked together? Please check: YES NO

H. List all subcontractors anticipated for this Project. Please note that all subcontractors must submit a fully completed copy of this questionnaire, applicable licenses, and any other information required by the advertisement. See Jefferson Parish Code of Ordinances, Sec. 2-928(a)(3). Please attach additional pages if necessary.

Name & Address:	Specialty:	Worked with Firm Before (Yes or No):
1. N/A		
2.		
3.		
4.		
5.		



General Professional Services Questionnaire

I. Please specify the total number of support personnel that may assist in the completion of this Project:

25

J. List any professionals that may assist in the completion of this Project. If necessary, please attach additional documentation that demonstrates the employment history and experience of the Firm's professionals that may assist in the completion of this Project (i.e. resume). Please attach additional pages if necessary.

PROFESSIONAL NO. 1

Primary Care Providers

Name & Title:

Dr. Jeremy Dumas, MD/Chief Medical Officer
 Sabrina Spears, FNP-C/Primary Care Provider
 Dr. Maritza Salgado, DNP/Primary Care Provider
 Dr. Renetta Allen, DNP/Deputy Medical Director
 Dr. Genelle Price, MD/Primary Care Provider
 Vonder McNeil, NP/Primary Care Provider

Name of Firm with which associated:

All providers listed above are associated/employed with InclusivCare.

Description of job responsibilities:

Our clinicians provide comprehensive primary care services under the supervision of the Chief Medical Officer (CMO) while, systematically assesses patients' health status, arrives at appropriate diagnosis and implements care plan for effective clinical outcomes, considers thorough range of treatment/preventive options and arrives at a recommended course of action that is age appropriate, culturally appropriate, realistic, and attainable. Also, appropriately manages patient care and health status following initiation of treatment/preventive plan, and monitors and adjusts as warranted, communicates effectively with patients and family so that they understand their diagnosis, treatment/preventive plan, and need for follow-up care, educates and encourages patients to become active participants in their own healthcare related behavior and provides patient education materials for use. In encouraging wellness, seeks consultation and advises by providing adequate information to consulting physicians, communicates requests effectively, or responds to such requests from the referral source in courteous, professional, and timely manner, documents according to established guideline to facilitate ongoing quality of care in a timely manner, performs the appropriate medical procedures within the scope of JCHCC as defined by the Practice's credentialing and privileging processes, delegates direct and indirect patient care activities to appropriate personnel, responds appropriately to emergent situations, maintains and improve skill level through participation in continuing medical education, actively participates in clinical quality improvement initiatives, reviews and follows up on complaints and concerns about medical care, and takes action to ensure continuity of care for patients

Years' experience with this Firm:

Dr. Jeremy Dumas (18 years)
 Sabrina Spears (8 years)
 Dr. Maritza Salgado (17 years)
 Dr. Renetta Allen (17 years)
 Dr. Genelle Price (17 years)
 Vonder McNeil (13 years)

Education: Degree(s)/Year/Specialization:

Dr. Jeremy Dumas: Doctor of Medicine/1999/Internal Medicine
 Sabrina Spears: Master of Science in Nursing /2021/Family Nurse Practitioner
 Dr. Maritza Salgado: Master of Science in Nursing/2004/Family Nurse Practitioner and Doctor of Nursing Practice/2009/Family Nurse Practitioner
 Dr. Renetta Allen: Doctor of Nursing Practice/2004/Family Nurse Practitioner
 Dr. Genelle Price: Doctor of Medicine/1993/Internal Medicine
 Vonder McNeil: Master of Science in Nursing/2009/Family Nurse Practitioner

Other experience and qualifications relevant to the proposed Project:

InclusivCare's physicians' team has years of experience in providing medical services for the under-served population and those who are incarcerated or recently released incarceration are no exception. InclusivCare's physicians take the time to listen and work with each patient to decide the best possible health plan, while actively educating patients on how to properly care for themselves until their next scheduled doctor's appointment.

General Professional Services Questionnaire

PROFESSIONAL NO. 2 Dental
Name & Title:
Dr. Kimberly Rayford, DDS/Chief Dental Officer Dr. Johnnie Breaux, DDS/Dentist Dr. Kim Nguyen, DDS/Dentist Dr. Mabel Blache, DDS/Dentist Dr. Lisa Judge, DDS/Dentist
Name of Firm with which associated:
All providers listed above are associated with InclusivCare.
Description of job responsibilities:
Provides professional practice time, attention and energies to the practice of dentistry and the reasonable administrative demands of the position.
Years' experience with this Firm:
Dr. Kimberly Rayford (9 years) Dr. Johnnie Breaux (8 years) Dr. Kim Nguyen (12 years) Dr. Mable Blanche (8 years) Dr. Lisa Judge (1 year)
Education: Degree(s)/Year/Specialization:
Dr. Kimberly Rayford: Doctor of Dental Surgery/2002/Dental Surgery Dr. Johnnie Breaux: Doctor of Dental Surgery/1985/Dental Surgery Dr. Kim Nguyen: Doctor of Dental Surgery/2007/Dental Surgery Dr. Mable Blache: Master of Public Health/1990/Public Health and Doctor of Dental Surgery/1982/Dental Surgery Dr. Lisa Judge: Doctor of Dental Surgery/1989/Dental Surgery
Other experience and qualifications relevant to the proposed Project:
InclusivCare's dental department is equipped to provide gum care, fillings, root canals, extractions, cleaning and exams, crowns, and bridges to patients who have not received or need continued dental care.

General Professional Services Questionnaire

PROFESSIONAL NO. 3 OB/GYN
Name & Title:
Dr. Nicole Freehill, MD, OB/GYN Dr. Cynthia Williams, MD, OB/GYN
Name of Firm with which associated:
All providers listed above are associated with InclusivCare.
Description of job responsibilities:
OB-GYNs provide a wide range of preventive care services, including pap smears, STI testing, pelvic exams, ultrasounds, and blood work. They address pregnancy, sex, reproductive health, infertility, and numerous other topics.
Years' experience with this Firm:
Dr. Nicole Freehill (4 years) Dr. Cynthia Williams (2 months)
Education: Degree(s)/Year/Specialization:
Dr. Nicole Freehill: Doctor of Medicine/2005/Obstetrics and Gynecology Dr. Cynthia Williams: Doctor of Medicine/1977/Obstetrics and Gynecology
Other experience and qualifications relevant to the proposed Project:
InclusivCare's OBGYN staff have experience in providing comprehensive medical care to women, which can be useful to incarcerated females and women who are looking to being routine medical care.

General Professional Services Questionnaire

PROFESSIONAL NO. 4 Podiatry
Name & Title:
George Ray, DPN
Name of Firm with which associated:
Dr. George Ray is associated with InclusivCare.
Description of job responsibilities:
Systematically assesses patients' health status, arrives at appropriate diagnosis(es), and implements care plan for effective clinical outcomes.
Years' experience with this Firm:
Dr. George Ray (8 months)
Education: Degree(s)/Year/Specialization:
Dr. George Ray: Doctor of Podiatric Medicine/2004/Podiatry
Other experience and qualifications relevant to the proposed Project:
InclusivCare's podiatry department offers leg, ankle and foot treatment to men and women who are experiencing pain. Dr. Ray has experience in podiatry medicine, surgery, and wound care.

General Professional Services Questionnaire

PROFESSIONAL NO. 5 Behavioral Health
Name & Title:
Dr. Travis Johnson, Ph.D., LPC, Director of Behavioral Health Leon Jackson, LCSW, BACS, Clinical Therapist Dr. Richard Costa, PsyD, MP, Licensed Clinical and Medical Psychologist Dr. Lucian Stamps, PhD, LPC, NCC, NCSC, Clinical Therapist Dr. Shenitta Moore, MD, Clinical Psychiatrist Dr. Sebastian Del-Corral Winder, Licensed Clinical Psychologist
Name of Firm with which associated:
All providers listed above are associated with InclusivCare.
Description of job responsibilities:
Licensed Professional Counselor (LPC)/Licensed Clinical Social Worker (LCSW) will provide Behavioral Health services to all assigned patients. LPC/LCSW will work closely with BH Director and BH Coordinator to ensure Best Practice techniques are utilized when addressing the needs of patients. LPC/LCSW will assess and monitor patient's progress by adhering to agreed upon treatment plan. LPC/LCSW will maintain efficient record keeping and clinical documentation via Electronic Medical Record. LPC/LCSW will participate in all clinical staff meeting by presenting any problematic case that needs group consultation.
Years' experience with this Firm:
Dr. Travis Johnson (1 year and 7 months) Leon Jackson (1 year) Dr. Richard Costa (4) Dr. Lucian Stamps (5 months) Dr. Shenitta Moore (2 years) Dr. Sebastian Del-Corral Winder (2 months)
Education: Degree(s)/Year/Specialization:
Dr. Travis Johnson: Master of Arts/2007/Mental Health and Doctor of Philosophy/2017/Motivational Enhancement Therapy, Cognitive Behavioral Therapy, Moral Cognitive Therapy, Dilute Domestic Violence Therapy, Aggressive Behavior Therapy, Relapse Prevention Therapy, Clinical Trauma Therapy, Clinical Forensic Therapy, Substance Abuse/Mental Health Supervision Leon Jackson: Master of Social Work/1996/Group, Family, and Individual Counseling; Leon Jackson: Master of Social Work/1996/Cognitive Behavior Therapy, Motivational Enhancement Therapy, Behavioral Addictions; Dr. Richard Costa: Master of Arts/1998/Psychology and Doctor of Philosophy/2002/Clinical Psychology, Childhood and Adolescence Human Development, Diversity Issues, Multicultural Counseling, Trauma-Informed Treatment, LGBTQ+ Supportive Counseling, Parent and Teacher Supportive Counseling; Dr. Lucian Stamps: Master of Arts/2006/School Counseling, Marriage and Family Counseling and Doctor of Philosophy/2021/ Clinical Trauma Professional, Advanced Child and Adolescent Trauma, Aggression Replacement Therapy, Cognitive Processing Therapy, Family/Civil Mediation, Restorative Approaches, Non-violent Crisis Intervention; Dr. Shenitta Moore: Doctor of Medicine/2012/Psychiatry
Other experience and qualifications relevant to the proposed Project:
The behavioral health department at InclusivCare have a wide range of expertise in various areas such as: individual and family counseling, addictions and behavioral counseling, trauma counseling, moral recognition counseling, counseling to manage the emotions of dealing with a chronic illness, and psychiatry services. InclusivCare's behavioral health unit is equipped and able to provide any counseling service no matter the behavioral service.

General Professional Services Questionnaire

K. List all prior projects that best illustrate the Firm's qualifications relevant to this Project. Please include any and all work performed for Jefferson Parish. Please attach additional pages if necessary.

PROJECT NO. 1

Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: InclusivCare Primary, Preventative, Telehealth and Specialty Care Services</p> <p>Locations: Avondale, Kenner, Marrero, Jean Lafitte, Louisiana</p> <p>Owner's Contact: Dr. Shondra Williams, swilliams@inclusivcare.com, phone: 504-762-8931</p>	<p>With 5 sites located throughout Jefferson Parish, InclusivCare offers a wide array of comprehensive, high-quality primary, preventive and specialty care services. The InclusivCare service offer includes the following: women's health services (exams, cancer screening, OB/GYN-guided prenatal care, maternal depression screening, etc.); men's health services (exams, cancer screening, depression screening, etc); screenings for cancer colonoscopies; communicable disease, chronic diseases, heart disease, hypertension, cholesterol, blood lead levels, pediatric vision and hearing; pediatrics and well-child services; well-child exams; KIDMED exams; diagnosis and treatment of acute injuries and sickness, immunizations, blood pressure, diabetes, specialty care including gastroenterology, podiatry, laboratory and radiology; health counseling including healthy eating, stress reduction, diabetes self-care; dietician/nutritional coaching services; voluntary family planning; immunizations; diabetic retinopathy exams; treatment for chronic health conditions and multiple health conditions; case management, outreach, and education; telehealth; collaboration for lab services; collaboration for diagnostic service/diagnosis and illness treatment; patient education, multiple enabling/support services, and counseling on topics such as quitting smoking, losing weight, eating healthfully, treating depression and reducing alcohol use; medication assistance program; 24/7 telephone coverage.</p> <p>InclusivCare's staff speak multiple languages to accommodate non-English speaking patients.</p>
Length of Services Provided:	Cost of Services Provided:
2005 - present (17 years)	\$246.89 (per patient encounter) * 15,689 (# of patients) = \$3,873,457

PROJECT NO. 2

Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: InclusivCare Behavioral Health Services</p> <p>Locations: Avondale, Kenner, Marrero, Jean Lafitte, Louisiana</p> <p>Owner's Contact: Dr. Shondra Williams, swilliams@inclusivcare.com, phone: 504-762-8931</p>	<p>InclusivCare Behavioral Health services are provided by highly trained and skilled psychiatrists, therapists and counselors. Behavioral health services focus on daily habits, behaviors, and actions that can be impacting a patient's mental and/or physical health. For example, when examining the behavioral health needs of a patient, a behavioral health provider may look at the patient's daily exercise or eating habits to see how they are linked to their levels of anxiety or depression. Additionally, the behavioral health service offer includes treatment and counseling, integration of behavioral health into primary care; Substance/Opioid Use Disorder screenings and treatment including medication assisted treatment.</p> <p>InclusivCare's staff speak multiple languages to accommodate non-English speaking patients.</p>
Length of Services Provided:	Cost of Services Provided:
2005 - present (17 years)	\$238.44 (per patient encounter) * 2,343 (# of patients) = \$655,735

General Professional Services Questionnaire

PROJECT NO. 3	
Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: InclusivCare Oral Health Services</p> <p>Locations: Avondale, Kenner, Marrero, Jean Lafitte, Louisiana</p> <p>Owner's Contact: Dr. Shondra Williams, swilliams@inclusivcare.com, phone: 504-762-8931</p>	<p>Should InclusivCare be awarded this bid, a fully operationalized oral health program will be afforded directly to a very underserved population with a tremendous need for services. InclusivCare will provide full range of primary and preventive oral care services on the premises of correctional facilities.</p> <p>The InclusivCare Oral Health service offer and operational efficiencies are critical in reducing the rate of untreated dental conditions by reaching more people and providing more services. The available services include adult/pediatric dental care such as cleanings, exams, fillings, root canals, crowns, bridges, extractions, and gum care. InclusivCare's oral health team are highly trained and skilled in treating those with current or past Substance/Opioid Use Disorders.</p> <p>In addition to the oral health services offered on the premises of correctional facilities, the InclusivCare Dental Mobile Unit will be accessible, if required. The mobile unit takes oral care services directly to those in need. Patients with substance use disorders have more tooth decay and periodontal disease than those without substance use disorders, yet are less likely to receive dental care. The mobile unit can also be a link to care for those who are battling Substance/Opioid Use Disorders.</p> <p>The agency can also provide mobile dental care at SUD treatment facilities in the area.</p> <p>InclusivCare's staff speak multiple languages to accommodate non-English speaking patients.</p>
Length of Services Provided:	Cost of Services Provided:
2005 - present (17 years)	\$279.87 per patient encounter * 4,424 (# of patients) = \$1,239,264

PROJECT NO. 4	
Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: InclusivCare Pharmacy Services</p> <p>Locations: Avondale, Kenner, Marrero, Jean Lafitte, Louisiana</p> <p>Owner's Contact: Dr. Thao Pham, tpham@inclusivcare.com, phone: 504-766-7149</p>	<p>The inclusivCare in-house clinical pharmacy program offers products and services that are critical to improving patients' quality of life. Pharmacy services include the following: filling prescription orders, chronic disease management, medication therapy management (MTM), collaborative care, dietary/nutritional coaching, voluntary family planning, immunizations and other direct patient care services .</p> <p>inclusivCare pharmacists are positioned to address health care disparities and improve health outcomes in underserved areas. Our pharmacists demonstrates much success in chronic disease management through collaborative care and MTM. MTM involves a multifaceted approach of reviewing medications, identifying and remedying medication-related problems, providing disease state management and self-management education, addressing medication adherence issues, and considering preventive health strategies to optimize medication-related health. The MTM service offer includes a comprehensive medication review to ensure that the patient's medication-related needs have been met and all of their medications are appropriate, effective, safe, and convenient. At the end of the visit, a care plan is developed and shared with the patient and the primary care provider to resolve and prevent any drug therapy problems by eliminating unnecessary medications, initiating appropriate medications, adjusting dosage regimens, addressing adverse reactions, and increasing the patient's willingness and ability to adhere to the medication regimen.</p> <p>inclusivCare's staff speak multiple languages to accommodate non-English speaking patients.</p>
Length of Services Provided:	Cost of Services Provided:
2020 - present (2 years)	\$979,724

General Professional Services Questionnaire

PROJECT NO. 5	
Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: Jefferson Parish School board/L.W. Higgins/InclusivCare School-Based Health Care Services</p> <p>Locations: 7201 Lapalco Blvd. Marrero, Louisiana</p> <p>Owners Contact: Dr. Shondra Williams, swilliams@inclusivcare.com, phone: 504-762-8931</p> <p>Duane Foret, duane.foret@jpschools.org, phone: 504-341-2273</p>	<p>InclusivCare, in partnership with the Jefferson Parish School System and L.W. Higgins High School, provides Medical and Behavioral Health services for all students for the convenience of parents and students. Services include physical exams, screenings, treatment of common colds, sinusitis, migraine headache management, allergic reactions, first aid management of cuts, bruises, pharmacy care and more.</p> <p>The most critical services offered are Behavior Health Services using Licensed Clinical Mental Health Professionals. The clinic is open 5 days a week. The 3 main goals of this partnership are: improving students' behavioral health and physical health outcomes; increasing students' attendance and engagement in school and supporting parents, guardians and teachers.</p> <p>InclusivCare's staff speak multiple languages to accommodate non-English speaking patients.</p>
Length of Services Provided:	Cost of Services Provided:
2019 - present (4 years)	<p>Medical - \$246.89 (per patient encounter) * 263 (# of patients) = \$64,937 Behavioral Health - \$238.44 (per patient encounter) * 129 (# of patients) = \$30,759</p>

PROJECT NO. 6	
Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: Jefferson Parish/InclusivCare Health Improvement, Emergency Management and Preparedness</p> <p>Locations: Jefferson Parish designated sites</p>	<p>In partnership with Jefferson Parish, InclusivCare provides medical supplies, medication and facilities for health care management and services during emergencies and disasters.</p> <p>InclusivCare dispatches medical, behavioral health, dental and pharmacy teams to provide comprehensive services (referenced above) to those in the community who are most vulnerable and affected by emergencies and disasters.</p> <p>InclusivCare's staff speak multiple languages to accommodate non-English speaking patients.</p>
Length of Services Provided:	Cost of Services Provided:
2021 - present (2 years)	\$15,000

General Professional Services Questionnaire

PROJECT NO. 7	
Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: Jefferson Parish/InclusivCare COVID-19 Community Testing and Vaccinations</p> <p>Locations: Jefferson Parish designated sites</p> <p>Owners Contact: Dr. Shondra Williams, swilliams@inclusivcare.com, phone: 504-762-8931</p>	<p>In partnership with Jefferson Parish Counsel districts 2, 3, and 5; InclusivCare provides COVID testing and vaccinations to communities of Jefferson Parish. The COVID testing and vaccine drives are located in high traffic and/or convenient locations within the communities which provide a familiar place for people to get vaccinated and/or tested, including people who have been historically faced barriers to getting routine medical care like vaccines.</p> <p>The partnership with Jefferson Parish and InclusivCare allows community members the opportunity to see people they know and trust getting vaccinated which provides motivation for them to get vaccinated as well.</p> <p>InclusivCare's staff speak multiple languages to accommodate non-English speaking community members.</p>
Length of Services Provided:	Cost of Services Provided:
2020 - Present (2 years)	<p>\$56.45 (per COVID-19 vaccine) * 2,908 (# of COVID-19 vaccines administered) = \$164,157</p> <p>\$200 (per COVID test) * 2404 (# of COVID test performed) = \$480,800</p>

PROJECT NO. 8	
Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: Obstetric/Gynecology Reproductive Health Integration Initiative</p> <p>Locations: Avondale, Kenner, Marrero, Jean Lafitte, Louisiana</p> <p>Owners Contact: Dr. Shondra Williams, swilliams@inclusivcare.com, phone: 504-762-8931</p>	<p>InclusivCare, in partnership with Louisiana Department of Health and the Reproductive Health Integration provides quality family planning and comprehensive reproduction health services to patients, both men and women. These services include: pregnancy testing, contraceptive services, breast and cervical cancer screenings, sexually transmitted disease prevention education, testing and treatment, including rapid HIV testing and counseling.</p> <p>STDs account for four of the top five nationally notifiable diseases reported to the Centers for Disease Control and Prevention and are more prevalent in corrections populations than in the general population. This collaboration will supply incarcerated individuals with quality STD/HIV screening, prevention and treatment services. Awareness, information and education of sexually transmitted diseases are necessary not only to protect the patient while in custody, but to encourage persistence of these health behaviors long after release. Access to contraception in prison can support women in preventing unintended pregnancy after release which is particularly important since women may be at increased risk of unintended pregnancy during that transitional period.</p> <p>InclusivCare's staff speak multiple languages to accommodate non-English speaking community members.</p>
Length of Services Provided:	Cost of Services Provided:
2022 - Present	\$246.89 (per patient encounter) * 871 (# of patients) = \$215,041

General Professional Services Questionnaire

PROJECT NO. 9	
Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: Intensive Blood Pressure Control Program/IMPACTS</p> <p>Locations: Avondale, Kenner, Marrero, Jean Lafitte, Louisiana</p> <p>Owners Contact: Dr. Shondra Williams, swilliams@inclusivcare.com, phone: 504-762-8931</p> <p>Dr. Erin Peacock, epeacoc@tulane.edu, phone: 504-988-1075</p>	<p>The IMPACTS (Implementation of Multifaceted Patient-Centered Treatment Strategies for Intensive Blood Pressure Control) project simultaneously tests the effectiveness of a multifaceted implementation strategy for intensive BP treatment and the acceptability, adoption, feasibility, fidelity, and sustainability of the strategy in populations with health disparities. The project is conducted in collaboration with Tulane University tailored to focus on patients aged ≥40 years with uncontrolled hypertension.</p> <p>The multifaceted intervention consists of:</p> <ul style="list-style-type: none"> • Protocol-based intensive Blood Pressure management and treatment • Team-based collaborative care • Home BP monitoring and health coaching <p>InclusivCare's staff speak multiple languages to accommodate non-English speaking community members.</p>
Length of Services Provided:	Cost of Services Provided:
2017 to present (5 years)	\$246.89 per patient encounter * 100 (# of patients) = \$24,601

PROJECT NO. 10	
Project Name, Location and Owner's contact information:	Description of Services Provided:
<p>Project Name: Gastroenterology/Colorectal Cancer Screening/ScreenUp Program</p> <p>Locations: Avondale, Kenner, Marrero, Jean Lafitte, Louisiana</p> <p>Owners Contact: Dr. Shondra Williams, swilliams@inclusivcare.com, phone: 504-762-8931</p> <p>Dr. Bilikisu "Reni" Elewonibi belewo@lsuhsc.edu, phone: 504-568-5893</p>	<p>Screen Up is a program established to increase Colorectal Cancer screenings through implementing evidence-based interventions and best practices. When colorectal cancer (CRC) is detected early at a localized stage, the 5-year survival rate is 91%; however, only 39% of colorectal cancers are diagnosed early in Louisiana, in part due to the underuse of screening. The 5-year survival rate for Louisiana residents is only 63%, suggesting that it is more often diagnosed at the later stages, making survival less likely. Aggregate screening rates in Federally Qualified Health Centers (FQHCs) are reported as 43.3% across the state, much lower than the Healthy People goal of 74.4%.</p> <p>The Screen Up program objective is to improve CRC screening rate in accordance with CDC guidelines by identifying those due for a CRC screenings and facilitating the completion of the CRC screening in order to improve quality of life and health outcomes.</p> <p>InclusivCare's staff speak multiple languages to accommodate non-English speaking community members.</p>
Length of Services Provided:	Cost of Services Provided:
2020 - present (2 years)	\$246.89 per patient encounter * 860 (# of patients) = \$212,325

General Professional Services Questionnaire

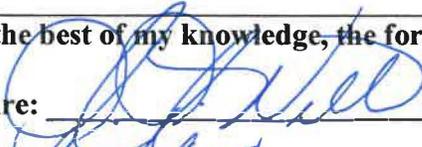
L. List all prior and/or on-going litigation between Firm and Jefferson Parish. Please attach additional pages if necessary.

Parties:		Status/Result of Case:
Plaintiff:	Defendant:	
1. N/A		
2.		
3.		
4.		

M. Use this space to provide any additional information or description of resources supporting Firm's qualifications for the proposed project.

See attachment A

N. To the best of my knowledge, the foregoing is an accurate statement of facts.

Signature:  Print Name: J. G. Williams
 Title: AVP/CEO Date: 1/5/23

SOQ 22-052 Health Care Services for the Jefferson Parish Correctional Center

1. Proposer's qualifications and experience (40 points)-Nationally Accredited by Joint Commission and National Committee on Quality Assurance (NCQA)

InclusivCare, a "Section 330" multiple clinic location non-profit Federally Qualified Health Center ("FQHC") has a mission is to improve the health of their patients and the residents of local communities, with a special concern for the underserved. Since 2005 they have provided a broad range of primary health care available to everyone in the community regardless of ability to pay, insurance status, economic status, or other personal characteristics such as former incarceration. InclusivCare's work helps to improve access to quality healthcare for persons and populations who otherwise may face one or more barriers such as lack of insurance, awareness, transportation, providers, or personal resources.

InclusivCare works with many agencies and organizations in the area to improve access to services and continuity of care. As part of this effort, InclusivCare is 1 of 23 non-profit and governmental organizations participating in the 504HealthNet, an association of members who provide primary care or behavioral health services in a community setting irrespective of the client's ability to pay, with a special focus on low-income, under-insured and uninsured populations.

InclusivCare is committed to improving the health status of those incarcerated as well as those released from correctional facilities. We have the processes, facilities and staff to promote the patients continuum of care. We are experienced in the provision of chronic disease care and management and dental and behavioral health services to formerly incarcerated individuals. Oftentimes, such persons present to our facilities with unmanageable chronic diseases including diabetes, heart disease, hepatitis, depression, periodontitis and cancer. The opportunity to provide healthcare services to persons while incarcerated would lessen the cost burden on the healthcare system by managing symptoms and reducing risk factors while incarcerated as opposed to controlling conditions that have progressed to being unmanageable once released. Additionally, inmates released maintain the continuum of care in our primary clinics located throughout the community.

InclusivCare also collaborates with:

Ochsner Health Systems - agreement for hospitalist/inpatient care and referral services • LSU- Dept. of OB/GYN Medical Residency Program for women's health coverage including pre/perinatal care, specialized services, i.e., colposcopy and Pap testing • LSU- Dept. of Psychiatry • LSU-Dept. of Obstetric and Gynecology Louisiana Public Health Institute • Avita Pharmacy-Specialty Pharmacy • Xavier University- pharmacy services • Lingualinx - language and cultural training • The Jefferson Parish Housing Authority- discussions related to opening of a satellite site • The Jefferson Parish School Board- signed contract to operate a school-based health clinic • The Greater New Orleans Health Information Exchange (GNOHIE) • Louisiana Primary Care Association and its Health Center Control Network • Louisiana Department of Health (LDH) to provide HIV testing and screening-Family Planning • West Jefferson Hospital- referral source; hospitalist agreement in progress • East Jefferson Hospital • Tulane School of Medicine • Digestive Health Group – GI specialty care.

The services InclusivCare provided in FY21 were Medical: 8 FTE providers provided 4,361 users with 14,709 encounters; Dental: 4 FTE providers provided 687 users with 3,184 encounters; BH: 1 FTE

providers provided 1,027 users with 1,826 encounters. Total: 12 FTE providers provided 6,075 users with 19,719 encounters.

Health Facility Locations and Hours

InclusivCare provides services through 5 fixed clinic sites and 1 mobile dental unit. These sites and their hours of operation are detailed below:

1. Avondale Clinic (3932 U.S. Hwy 90 Avondale, LA 70094) Medical Clinic Hours: Monday - Thursday: 8:00am - 5:00pm; Friday: 8:00am - 2:30pm; and Saturday: 8:00am - 12:00pm Dental Clinic Hours: Monday - Thursday: 8:00am - 5:00pm; Friday: 8:00am - 2:30pm; and Saturday: 8:00am - 12:00pm

2. Lapalco Clinic (7001 Lapalco Blvd Marrero, LA 70072) Medical Clinic Hours: Monday - Thursday: 8:00am - 5:00pm; Friday: 8:00am-2:30pm; Saturday: 8am – 12:00pm Dental Clinic Hours (via the Mobile Dental Unit): Monday-Thursday: 8:00am-5:00pm; Friday: 8:00am-2:30pm; Saturday: 8:00am – 12:00pm

3. Kenner Clinic (2552 Williams Blvd Kenner, LA 70062) Medical Clinic Hours: Monday – Thursday: 8:00am-5:00pm; Friday: 8:00am-2:30pm; and Friday: 3rd Saturday of the month: 8:00am - 12:00pm

4. L.W. Higgins-School Based Health Clinic (7201 Lapalco Blvd Marrero, LA 70072) Medical Clinic Hours: Monday – Friday: 8am – 3:30PM

5. RfK Lafitte Medical Clinic (5140 Church St Lafitte, LA 70067) Medical Clinic Hours: Monday and Thursday: 8:00am-5:00pm; Friday: 8:00am-2:00pm Dental Clinic Hours: Monday and Thursday: 8:00am-5:00pm; Friday: 8:00am-2:30pm -**Temporarily closed due to Hurricane Ida**

6. InclusivCare Mobile Unit - Your Dental Mobile Home (housed at 4028 Hwy 90W Avondale, LA 70094) Serves the Greater New Orleans area as needed. The mobile services are accessible to serve all locations, community groups, including the homeless population. Although the hours may be different, all of InclusivCare's fixed site clinics offer primary medical services (including prenatal care), BH, and podiatry services, and some offer dental, and/or specialty services, such as OB/GYN-guided prenatal care, GI medicine, pharmacy care, etc.

Programs and Services provided by InclusivCare

General primary medical care

- Pediatrics and well-child services
- Women's health services (cancer screening, maternal depression screening)
- Dental Services
- Mental health treatment
- Integration of behavioral health into primary care
- Substance Use Disorder screening treatment including limited medication assisted treatment

- Health counseling including healthy eating, stress reduction, diabetes self-care
- Screenings for cancer, communicable disease, cholesterol, blood lead levels, pediatric vision and hearing are provided on-site
- Labs
- Diabetic retinopathy exams
- Treatment for chronic health conditions and multiple health conditions
- Case management, outreach, and education
- Telehealth
- Collaboration for lab services
- Collaboration for diagnostic service / Diagnosis and illness treatment
- Health screenings
 - Women's health exams
 - KIDMED exams
 - Well-child exams
 - Men's health exams
- Chronic disease management
 - Diabetes
 - Heart Disease
 - Hypertension
- Specialist care including laboratory & radiology (by referral only)
- School-based children's health program
- Support Services (for established patients)
 - Medication assistance program
 - Medicaid enrollment assistance
- 24/7 telephone coverage
- Podiatry
- GI Services (Gastrointestinal)

Clinical pharmacy services

- Retail pharmacy services (including pharmacy sliding fee discount program)

- Dietician/nutritional coaching services
- Voluntary family planning
- Immunizations

Agreement with Ochsner Health System

While InclusivCare's physicians do not have hospital admitting privileges, the health center does maintain an agreement with Ochsner Health System for hospitalist services. In this agreement, Ochsner agrees to treat InclusivCare's patients in the emergency department (ED), and as necessary, to admit and follow health center patients who are receiving admitted to the hospital. As a standard practice, when InclusivCare sends a patient to the ED or hospital, InclusivCare's providers/staff compile and send with the patient a record of the patient's health status, including current condition, medical history, medications, allergies, a record of tests ordered and completed and results as relevant to the current situation. In addition, InclusivCare's provider calls the ER provider and/or the hospitalist that will be providing care to discuss patient needs and concerns. From this point, InclusivCare staff follow the health center's Hospital Tracking Policy/Procedure, which includes monitoring which patients have been admitted to the hospital and when they are expected to be discharged. Staff also monitors the Greater New Orleans Health Information Exchange for information pertaining to tests and results specific to each patient, with any information retrieved being entered into the patient's EMR and flagged for physician review. As a wrap-up of any hospital referral, InclusivCare's staff monitors the HIE for discharge information and when necessary, makes direct contact with the hospital's staff to acquire discharge summaries and make follow-up appointments for patients.

Additional Patient Service Agreements/Arrangements

To assure the full range of services is available for the target and patient populations, InclusivCare has agreements/arrangements in place with the following organization and agencies: • Department of Obstetrics and Gynecology at the LSU School of Medicine in New Orleans (Dr. Lisa Peacock, Chair of LSU Department of OB-GYN) – through this agreement, InclusivCare is able to provide OB/GYN and Family Planning services to those in need • LSU Department of Psychiatry – makes additional behavioral health services available • Avita Pharmacy - 340B drug pricing to patients in need • Xavier University School of Pharmacy - Access to medication assistance programs • Lingualinx - Translation Services • TeleMed - After hours' services • DHH-STD & HIV Program - HIV Testing • Diagnostic Lab – LabCorp • Diagnostic Radiology – Women's Hospital • Ochsner Hospital – Hospitalist agreement to admit/treat InclusivCare patients needing ED and/or inpatient services • West Jefferson Hospital – InclusivCare is pursuing a more collaborative relationship with new executive staff and a hospitalist agreement

2. Demonstrated administrative and financial management ability (25 points)

Senior Management Team

InclusivCare's senior management team has vast knowledge and experience in the healthcare field. With tenures of up to 15 years, InclusivCare's senior management team has earned the trust and respect of the families and communities we serve, all while effectively promoting efficiency throughout the organization and the eradication of barriers to care.

The key members of InclusivCare's senior management team are as follows:

Dr. Shondra G. Williams, Pres/CEO-PhD in Nursing, Family Nurse Practitioner, serves as President and CEO at InclusivCare. Dr. Williams joined InclusivCare in 2012, after years of experience in public health (Program Administrator- Title X and Nurse Practitioner for Region I-St. Bernard Parish Health Unit, Jefferson Parish Health Units-Metairie & Marrero, and Orleans Women's Health) in the New Orleans metropolitan area. Over the past 10 years, she has led the effort to bring the organization to a compliant state of operations, stabilized a financial program in disarray, and helped the health center grow from a 2-site operation to a multi-site organization by adding the Avondale and Lafitte clinics in 2013, transitioning the corporate offices to a separate location in the health center's original clinic site in 2015, and receiving approval to open a New Access Point clinic in 2015. Calling on a strong knowledge of the region, and a nearly inexhaustible supply of energy, Dr. Williams has entered into numerous collaborative efforts throughout the region and won a contract to open a new school-based clinic in 2019. All of this, has placed the organization in a strong position to completely recoup lost patient numbers that occurred with the move from previous clinic sites, especially when one considers the renovation and construction plans slated for 2019-2020 (Avondale Clinic remodel and building a new clinic adjacent to the existing Lapalco Clinic.)

Wanda P. Rose, JD, MPH, CFO- UCLA, Johnson and Johnson Health Care Executive Program, Ms. Rose came to InclusivCare in 2016 as the COO before moving to the CFO position in 2017. With a strong background in management and finance, Ms. Rose brings skills in organizational development, operations (including budget development and analysis, financial management, grant management and reporting), project management, grant writing, contract development, strategic planning, emergency preparedness planning, and a host of other valuable skills required to maintain operational excellence.

Lisa Morrison, Director of Finance, BSM joined the InclusivCare team in 2016 and serves as the Director of Finance leading the Financial and Billing Departments. Lisa graduated from the University of New Orleans before serving 24 years in the hospitality industry with the last 10 years as Director of Finance at a lucrative hotel in the heart of New Orleans. She provides valued financial reporting and analysis to achieve day-to-day and long-term goals for the operations and finance departments at InclusivCare. Lisa brings organizational skills, leadership, and experience that is reflected in revenue maximization along with an impeccable record of successful audits throughout her career.

Dr. Dwana J. Green, Chief Operating Officer, ScD, MPH serves as Chief Operating Officer at InclusivCare. She is responsible for the operational and corporate functions of all network healthcare clinics and in-house pharmacies. She engineers and implements innovative methods key to eradicating barriers to healthcare while maintaining its integrity for all people. With a strong background in Epidemiology and Healthcare Econometrics, Dr. Green brings skills in enhancing the delivery of healthcare services; surveillance and management of diseases and reducing healthcare costs.

Jeremy Dumas, M.D, Chief Medical Officer, has been part of InclusivCare's management team for nearly InclusivCare's entire tenure as an FQHC (2004-2011 and 2012-present.) Being Board eligible for

Internal Medicine/Pediatrics, Dr. Dumas has the right mix of skills, education, and experience to manage patient health needs for a diverse patient population. Added to this, 16 years of medical management experience, including 15 years as a Director of Adult Medicine and a CMO, has helped Dr. Dumas develop numerous leadership skills.

T. Johnson, Director of Behavioral Health, PhD, LPC-S, LAC, CCS serves as Director of Behavioral Health at InclusivCare. Dr. Johnson specializes in substance use disorders and adult/juvenile high-risk offenders. He has provided counseling services to court-ordered offenders for over twenty-five years. Dr. Johnson received his MA degree in Mental Health Counseling from Xavier University of Louisiana. He earned his PhD in Counselor Education and Supervision from the University of Holy Cross in New Orleans. Dr. Johnson is a former Noncommission Officer in the U.S. Army.

Kimberly Rayford, Chief Dental Officer, DDS has been with InclusivCare for 6 years, serving as a staff dentist before becoming the Chief Dental Officer 2 years ago. Over a 16-year career, Dr. Rayford has gained the necessary skills and expertise to manage InclusivCare's dental program. As the Chief Dental Officer, Dr. Rayford has helped InclusivCare implement mobile dental services, managed staff during a time of transition (changing sites, the loss of providers, and the hiring of new providers to ensure maintenance of dental operations) and helped shepherd the dental department through the operational changes of becoming an integrated (in InclusivCare's operational patterns, the medical, dental, and behavioral health programs are designed to function as one cohesive bundle of services).

Thao Pham, Director of Pharmacy, PharmD Dr. Pham graduated from Xavier University College of Pharmacy in 2018. She started her career as a registered pharmacist at Walgreens in 2019 before joining the Inclusivcare family in March 2021. Since being employed with InclusivCare, Dr. Pham has provided care to address a variety of therapeutic and health care needs with a focus on uninsured and underinsured patients. Dr. Pham is intimately involved in the Project IMPACT Study which is designed to address barriers to blood pressure control at the healthcare system and patient levels.

Monique Davis, MSN-NL, Director of Nursing, has a background in Emergency Services encompassing 13 years, she brings an "let's get it done" energy while leading the Medical Assistants, Site Managers, Care Coordinators, Care Managers, Vaccine Coordinator and School-Based Nurse. As a servant leader and guided by values of teamwork and unity, she works any job without hesitation and actively works side by side with her team whenever she is needed. Newly joining InclusivCare in May 2022, her passion for healthcare and serving the community is seen through her relentless drive, collaboration with the InclusivCare team and participation in several Community Events.

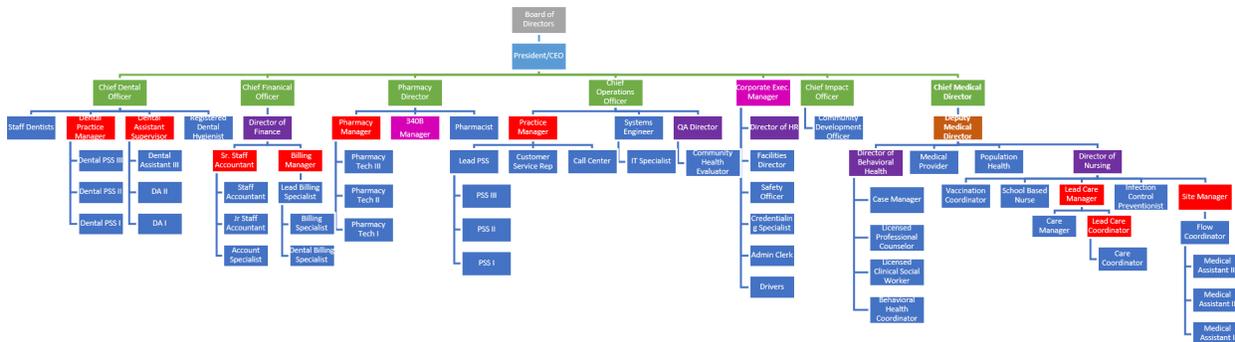
Deionca Howard, MHA serves as Quality Assurance Director at InclusivCare. Deionca leads the planning, organizing, developing, coordinating, and directing of quality assessments. She plays a vital role in assuring activities and programs in clinics are in accordance with current applicable federal, state, and local standards, guidelines, and regulations to assure the highest degree of quality patient care and services. Deionca has over 10 years of Federally Qualified Healthcare experience which includes data analytics, practice management, Joint Commission standards and NCQA compliance. Deionca graduated from Southern University of New Orleans with a Bachelor of Interdisciplinary Studies concentrating in Health Information Management and Louisiana State University Shreveport with a Master of Healthcare Administration.

Roxann Smith, Director of Human Resources has been with Inclusivcare for 5 years. With 15 years in the HR field, Roxann uses her experience and training to serve employees of InclusivCare. Roxann

continues to strengthen her HR knowledge at Inclusivcare by attending various HR trainings, seminars, and conferences.

Below is the InclusivCare Organizational Chart, which illustrates the internal structure of the agency.

InclusivCare Organizational Chart



HISTORICAL FINANCIAL ANALYSIS

InclusivCare has a robust accounting department that ensures the fiscal responsibility of the organization. InclusivCare utilizes financial policy and procedures to maintain compliance with all regulatory agencies. An audit analysis is completed by an independent auditor, and financial policy and procedures are reviewed by the Board of Directors and auditors annually.

See attachment B for FY21 audit report.

Please refer to the Federal Audit Clearinghouse for additional audit reports at:

<https://facweb.census.gov/uploadpdf.aspx>

Historical Financial Condition

Cash Position & Days Cash on Hand: Days Cash on Hand is a liquidity measure that shows the number of days the organization can cover its daily operating expenses with its current level of cash and investments.

InclusivCare maintained more than adequate operating cash balances for the last five audited years reviewed, averaging 72.2 days over the past five fiscal years.

Cash Position	FY2021	FY2020	FY2019	FY2018	FY2017	FY2016
Unrestricted Cash & Short-Term Investments	\$8,236,724	\$4,040,395	\$3,787,591	\$1,739,085	\$1,577,368	\$1,626,385

Growth Rate	103.86%	6.67%	117.79%	10.25%	-3.01%	Base Year
Days Cash on Hand	159.65	79.52	82.66	68.37	68.28	62.43

3. Ability to implement electronic medical records management system with redundancy (20 points)

InclusivCare utilizes AthenaClinicals as its cloud-based electronic medical record management system. AthenaClinicals has been ranked as leading the market in EHR usability, due to its productivity and ability to reduce providers’ work, effectiveness of delivering patient care, and intuitive user interface.

To ensure that patient data is always available and can be used to support the delivery of high-quality care, AthenaClinicals uses cloud bas storage systems which provide an additional layer of redundancy and protection against data loss.

See attachment C for service agreement.

4. Ability to implement electronic pharmaceutical management system with redundancy (15 points)

InclusivCare utilizes PioneerRx as its electronic pharmaceutical management system. The primary features of PioneerRx are adherence and medication therapy management (MTM), financial intelligence, inventory management, point of sale (POS) and reporting. The software has a built-in medication synchronization program that allows users to track the prescription cycle of patients.

To ensure that patient data is always available and can be used to support the delivery of high-quality care, redundant servers and storage systems are available to take over if the primary system fails. Periodic backups are conducted to create copies of data that can be used to restore data if necessary.

See attachment D service agreement

Attachment B

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC.
d/b/a INCLUSIVCARE

FINANCIAL STATEMENTS

DECEMBER 31, 2021

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC.
d/b/a INCLUSIVCARE

FINANCIAL STATEMENTS

DECEMBER 31, 2021

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INDEPENDENT AUDITORS' REPORT

The Board of Directors
Jefferson Community Health Care Centers, Inc. d/b/a InclusivCare
Jefferson Parish, Louisiana

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Jefferson Community Health Care Centers, Inc. d/b/a InclusivCare (a nonprofit organization) (the Organization or InclusivCare), which comprise the statements of financial position as of December 31, 2021 and 2020, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of InclusivCare as of December 31, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of InclusivCare and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of InclusivCare's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about InclusivCare's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 18, 2022, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Postlethwaite & Netterville

Metairie, Louisiana
May 18, 2022

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a

INCLUSIVCARE

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<u>CURRENT ASSETS</u>		
Cash and cash equivalents	\$ 6,672,353	\$ 3,389,377
Investments	1,564,371	651,018
Grant and program receivable	1,118,176	963,182
Patient receivables	271,994	120,511
Other receivables	57,855	168,294
Other current assets	66,878	141,320
Inventory	17,495	13,266
Total current assets	<u>9,769,122</u>	<u>5,446,968</u>
<u>NON-CURRENT ASSETS</u>		
Certificates of deposit, restricted	12,243	1,710,832
Property and equipment, net	9,538,067	4,625,014
Total non-current assets	<u>9,550,310</u>	<u>6,335,846</u>
<u>TOTAL ASSETS</u>	<u>\$ 19,319,432</u>	<u>\$ 11,782,814</u>
<u>LIABILITIES AND NET ASSETS</u>		
<u>CURRENT LIABILITIES</u>		
Accounts payable	\$ 550,443	\$ 201,486
Accrued expenses	1,457,920	1,509,234
Retainage payable	54,289	19,554
Notes payable, current portion	3,225,014	60,298
Line of credit, current portion	-	186,280
Deferred revenue	11,248	10,646
Total current liabilities	<u>5,298,914</u>	<u>1,987,498</u>
<u>LONG-TERM LIABILITIES</u>		
Note payable, long-term portion	1,063,630	1,126,652
Total long-term liabilities	<u>1,063,630</u>	<u>1,126,652</u>
<u>TOTAL LIABILITIES</u>	<u>6,362,544</u>	<u>3,114,150</u>
<u>NET ASSETS</u>		
Without donor restriction	<u>12,956,888</u>	<u>8,668,664</u>
<u>TOTAL NET ASSETS</u>	<u>12,956,888</u>	<u>8,668,664</u>
<u>TOTAL LIABILITIES AND NET ASSETS</u>	<u>\$ 19,319,432</u>	<u>\$ 11,782,814</u>

The accompanying notes are an integral part of these financial statements.

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
INCLUSIVCARE
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
<u>REVENUES, GAINS, AND OTHER SUPPORT</u>		
<u>WITHOUT DONOR RESTRICTION:</u>		
Patient service fees	\$ 2,819,754	\$ 1,970,007
Federal program revenues	5,531,018	4,190,099
340B program revenues	13,472,095	14,352,821
Other grants	69,970	105,530
Investment income	1,923	45,508
Paycheck Protection Program income	893,600	893,600
Other income	331,102	182,002
	23,119,462	21,739,567
 <u>EXPENSES</u>		
Program services	15,738,942	15,839,932
Support services	3,092,296	2,679,092
	18,831,238	18,519,024
 <u>CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTION</u>	4,288,224	3,220,543
 <u>NET ASSETS WITHOUT DONOR RESTRICTION</u>		
Beginning of year	8,668,664	5,448,121
End of year	\$ 12,956,888	\$ 8,668,664

The accompanying notes are an integral part of these financial statements.

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
INCLUSIVCARE
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
Change in net assets	\$ 4,288,224	\$ 3,220,543
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation expense	397,319	228,197
Unrealized loss on investments	29,821	(39,116)
(Increase) decrease in operating assets:		
Grant and program receivable	(154,994)	(235,557)
Patient receivables	(151,483)	95,691
Other receivables	110,439	(112,544)
Other current assets and inventory	70,213	(67,678)
Increase (decrease) in operating liabilities:		
Accounts payable	348,957	(223,278)
Accrued expenses	(51,314)	218,418
Retainage payable	34,735	19,554
Deferred revenue	602	(161,042)
Net cash provided by operating activities	<u>4,922,519</u>	<u>2,943,188</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Sale of investments	3,212,819	-
Purchase of investments	(2,457,404)	(640,303)
Purchase of property and equipment	<u>(5,310,372)</u>	<u>(1,070,153)</u>
Net cash used in investing activities	<u>(4,554,957)</u>	<u>(1,710,456)</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Payments on line of credit	(186,280)	(435,379)
Principal borrowings on notes payable	3,162,003	1,233,890
Principal payments on notes payable	<u>(60,309)</u>	<u>(1,346,774)</u>
Net cash provided by (used in) financing activities	<u>2,915,414</u>	<u>(548,263)</u>
<u>NET CHANGE IN CASH AND CASH EQUIVALENTS</u>	3,282,976	684,469
<u>CASH AND CASH EQUIVALENTS</u>		
Beginning of year	<u>3,389,377</u>	<u>2,704,908</u>
End of year	<u>\$ 6,672,353</u>	<u>\$ 3,389,377</u>
<u>SUPPLEMENTARY DISCLOSURE:</u>		
Interest paid	<u>\$ 151,641</u>	<u>\$ 92,678</u>
Amounts included in payables related to property and equipment	<u>\$ 34,735</u>	<u>\$ 391,086</u>

The accompanying notes are an integral part of these financial statements.

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
INCLUSIVCARE
NOTES TO FINANCIAL STATEMENTS

1. Organization and Summary of Significant Accounting Policies

Organization

Jefferson Community Health Care Centers, Inc., d/b/a InclusivCare (the Organization or InclusivCare), is a nonprofit organization organized under the laws of the State of Louisiana. Its mission is to provide healthcare services, including medical, mental health, optometry, dental, and social services to underinsured and uninsured citizens of Jefferson Parish, Louisiana. The Organization has four (4) locations: Avondale, Marrero, Kenner, and Lafitte, Louisiana. Each location is considered a federally qualified health center.

Basis of Accounting

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Financial Statement Presentation

U.S. GAAP requires the Organization to report information regarding its financial position and activities according to the following net asset classifications:

- *Net assets without donor restrictions* – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization’s management and the board of directors.
- *Net assets with donor restrictions* – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. The Organization had no restrictions that were temporary or perpetual in nature as of December 31, 2021 and 2020.

Use of Estimates

The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Organization considers all cash and liquid financial instruments with original maturities of three months or less to be cash and cash equivalents.

Certificates of Deposit

Certificates of deposit, in the amount of \$12,243 and \$1,710,832 as of December 31, 2021 and 2020, respectively, are held at a local bank as collateral for the notes payable described in Note 9 to the financial statements. These certificates of deposit have original maturities greater than three months and are reported at cost, which approximates fair value.

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
INCLUSIVCARE
NOTES TO FINANCIAL STATEMENTS

1. Organization and Summary of Significant Accounting Policies (continued)

Inventory

Inventory includes pharmacy items that are stated at the lower of cost (using the first-in, first-out method) or net realizable value.

Investments

The Organization records investment purchases at cost, or if donated at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Statements of Financial Position. Investment income (loss) is reported in the Statements of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

Property and Equipment

Purchases of property and equipment and improvements which significantly extend the useful life or value of an asset in excess of \$1,500 are capitalized and recorded at cost. Depreciation is provided over the estimated useful lives of the respective assets using the straight-line method. Useful lives of furniture and equipment are between 5-10 years, leasehold improvements are 10 years, and buildings are 40 years. Repairs and maintenance are expensed as incurred.

Deferred Revenue

Patient revenues are recognized when performance obligations have been satisfied. Payments received in advance as well as overpayments are recorded as deferred revenue.

Public Support and Revenue

Grants and Contributions

The Organization receives support in the form of grants from federal, state, and local governmental agencies, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statements of Financial Position. No amounts were received in advance under the Organization's grants in 2021 or 2020.

The Organization recognizes contributions when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

The Organization has been awarded grants of approximately \$6,657,000 which were conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. As of December 31, 2021, approximately \$3,523,284 has not been recognized as revenue as the Organization has not yet incurred the qualifying expenditures to seek reimbursement.

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
INCLUSIVCARE
NOTES TO FINANCIAL STATEMENTS

1. Organization and Summary of Significant Accounting Policies (continued)

Patient Service Revenue and Related Receivables

Patient service fees represent the estimated net realizable amounts from patients, third party payors, and others for services rendered. Revenues are recorded at the time the services are provided or prescriptions are dispensed. Contractual adjustments (explicit price concessions) are made based upon expected reimbursement amounts and contractual agreements. The Organization extends credit to patients, as well as to third-party intermediaries responsible for medical services provided to patients. The Organization provides discounts from gross charges to uninsured patients who do not qualify for Medicaid. The balance in patient accounts receivable is presented net of contractual adjustments (explicit price concessions) and an estimated provision for doubtful accounts (implicit price concessions). The allowance for doubtful accounts is based upon management of the Organization's review of aging of outstanding receivables, historical collection information, and existing economic conditions. Patient accounts receivable are due in full when billed. Interest is not charged on past due accounts. The Organization determines its estimate of implicit price concessions based on its historical collection experience with each financial class of patients using a portfolio approach as a practical expedient to account for patient contracts as collective groups rather than individually. The financial statement effects of using this practical expedient are not materially different from an individual contract approach.

The Organization has elected the practical expedient allowed under FASB ASC 606-10-32-18 and does not adjust the promised amount of consideration from patients and third party payors for the effects of a significant financing component due to the Organization's expectation that the period between the time the service is provided to a patient and the time that the patient or a third party payor pays for that service will be one year or less.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Organization believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Performance obligations satisfied over time relate to patients receiving services in the Organization's outpatient clinics. The Organization measures the performance obligation from the commencement of an outpatient service to the point when it is no longer required to provide services to that patient, which is generally at the time of completion of the outpatient services and over a period of less than one day. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to patients in the Organization's pharmacy and the Organization is not required to provide additional goods or services related to that sale. For the year ended December 31, 2021, approximately 83% of the Organization's patient service fees is revenue whose performance obligations are met over time, and 17% is revenue whose performance obligations are satisfied at a point in time. For the year ended December 31, 2020, approximately 97% of the Organization's patient service fees is revenue whose performance obligations are met over time, and 3% is revenue whose performance obligations are satisfied at a point in time. The Organization does not have performance obligations that are unsatisfied or partially unsatisfied at December 31, 2021 or 2020.

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
INCLUSIVCARE
NOTES TO FINANCIAL STATEMENTS

1. Organization and Summary of Significant Accounting Policies (continued)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The estimated reimbursement amounts are made on a payer-specific basis and are recorded based on the best information available regarding management's interpretation of the applicable laws, regulations, and contract terms. Management continually reviews the contractual estimation process to consider and incorporate updates to laws and regulations and the frequent changes in contractual terms resulting from contract renegotiations and renewals. Due to the complexities involved in the classification and documentation of health care services authorized and provided, the estimation of revenues earned, and the related reimbursement are often subject to interpretations that could result in payments that are different from the Organization's estimates.

340B Program Revenue

The Organization participates in the 340B Drug Pricing Program (340B Program) administered by the Office of Pharmacy Affairs of the Health Resources and Services Administration (HRSA). The Organization contracts with local retail pharmacies under the program, which results in additional revenues and discounts on outpatient prescriptions for the Organization's patients. Revenue and expenditures related to this program are recorded once the prescription drugs are transferred to the patient. Laws and regulations surrounding the 340B drug program are complex and are subject to interpretation and change.

Functional Expenses

The cost of program and supporting services has been reported on a functional basis, and is presented in Note 10 by function and natural classification.

Income Taxes

The Organization is a nonprofit corporation organized under the laws of the State of Louisiana. It is exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code, and is also exempt from Louisiana income tax under the authority of R.S.47:121(5).

The Organization applies a "more-likely-than-not" recognition threshold for all tax uncertainties. This approach only allows the recognition of those tax benefits or liabilities that have a greater than 50% likelihood of being sustained upon examination by the taxing authorities. As a result of implementing this approach, the Organization has reviewed its tax positions and determined there were no outstanding, or retroactive tax positions with more than a 50% likelihood of being sustained upon examination by the taxing authorities.

Advertising Expense

The Organization uses advertising to promote the operations of its clinics and the costs associated with advertising are expensed when incurred. Advertising and marketing expenses for the years ended December 31, 2021 and 2020 were \$506,834 and \$337,256, respectively.

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
INCLUSIVCARE
NOTES TO FINANCIAL STATEMENTS

1. Organization and Summary of Significant Accounting Policies (continued)

Accounting Pronouncement Issued But Not Yet Adopted

In February 2016, the FASB issued ASU 2016-02, *Leases*. This accounting standard requires lessees to recognize assets and liabilities related to lease arrangements longer than twelve months on the balance sheet as well as additional disclosures. In July 2018, the FASB issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*, to simplify the lease standard's implementation. The amended guidance relieves businesses and other organizations of the requirement to present prior comparative years' results when they adopt the new lease standard. Instead of recasting prior year results using the new accounting when they adopt the guidance, companies can choose to recognize the cumulative effect of applying the new standard to leased assets and liabilities as an adjustment to the opening balance of net assets. This standard will be applicable for the Organization's fiscal year ending December 31, 2022. The Organization is currently assessing the impact of this pronouncement on its financial statements.

2. Liquidity and Availability of Financial Resources

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statements of Financial Position date, comprise the following at December 31:

	<u>2021</u>	<u>2020</u>
Cash	\$ 6,672,353	\$ 3,389,377
Investments	1,564,371	651,018
Grants and program receivable	1,118,176	963,182
Patient receivables, net	271,994	120,511
Other receivables	57,855	168,294
Certificates of deposit	<u>12,243</u>	<u>1,710,832</u>
Financial assets	\$ 9,696,992	\$ 7,003,214
Less: certificates of deposit unavailable for general expenditures within one year	<u>(12,243)</u>	<u>(1,710,832)</u>
Total financial assets available to meet general expenditures over the next twelve months	<u><u>\$ 9,684,749</u></u>	<u><u>\$ 5,292,382</u></u>

3. Investments and Fair Value Measurements

The Organization utilizes fair value measurements to record certain assets and to determine fair value disclosures. In accordance with FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurements*, fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
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NOTES TO FINANCIAL STATEMENTS

3. Investments and Fair Value Measurements (continued)

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that can be accessed at measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, the entity develops inputs using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

The Organization’s corporate bonds are classified within Level 2 because they are valued using quoted market prices for similar assets. Brokered certificates of deposit are valued at fair value, which is reflective of cost plus accrued interest.

The following is a schedule of investments held by the Organization at December 31, 2021 including the fair value detailed by level of measurement:

	Total Fair Value	Level 1	Level 2	Level 3
Corporate Bonds	\$ 1,564,371	\$ -	\$ 1,564,371	\$ -
Brokered Certificates of Deposit	12,243	-	12,243	-
Total	<u>\$ 1,576,614</u>	<u>\$ -</u>	<u>\$ 1,576,614</u>	<u>\$ -</u>

The following is a schedule of investments held by the Organization at December 31, 2020 including the fair value detailed by level of measurement:

	Total Fair Value	Level 1	Level 2	Level 3
Corporate Bonds	\$ 596,667	\$ -	\$ 596,667	\$ -
Brokered Certificates of Deposit	54,351	-	54,351	-
Total	<u>\$ 651,018</u>	<u>\$ -</u>	<u>\$ 651,018</u>	<u>\$ -</u>

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
INCLUSIVCARE
NOTES TO FINANCIAL STATEMENTS

4. Property and Equipment

Property and equipment at December 31 consist of the following:

	<u>2021</u>	<u>2020</u>
Furniture, fixtures, and equipment	\$ 3,546,268	\$ 2,411,067
Building and leasehold improvements	8,261,091	3,385,052
Land	840,469	840,631
Construction in progress	14,287	714,993
Accumulated depreciation	<u>(3,124,048)</u>	<u>(2,726,729)</u>
Total property and equipment, net	<u>\$ 9,538,067</u>	<u>\$ 4,625,014</u>

All of the Organization's property and equipment has been collateralized or pledged against its line of credit (Note 8) and its notes payable (Note 9).

Construction in progress at December 31, 2020 included construction related to the Organization's new facility in Marrero, Louisiana. The Organization entered into a construction contract of approximately \$3,900,000 in 2020 for this new facility. The facility was completed during 2021.

5. Patient Service Revenue

The Organization's patient service revenue for the years ended December 31, 2021 and 2020 is earned under agreements with third-party payors. The agreements with third-party payors provide for payments to the Organization at amounts different from its established rates. Third-party payors include the Medicare and Medicaid programs, health maintenance organizations, and various commercial insurance and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates and discounts from established charges.

Presented below is a summary of patient service revenue for the years ended December 31:

	<u>2021</u>	<u>2020</u>
Commercial insurance, managed care organizations, and other	\$ 577,079	\$ 455,688
Medicaid and Medicare	3,059,173	1,841,649
Private pay	<u>389,094</u>	<u>482,696</u>
Patient service fees before price concessions	4,025,346	2,780,033
Less: estimated contractual adjustments (explicit price concessions)	(1,090,666)	(631,368)
Less: estimated doubtful accounts (implicit price concessions)	<u>(114,926)</u>	<u>(178,658)</u>
Patient service fees	<u>\$ 2,819,754</u>	<u>\$ 1,970,007</u>

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
INCLUSIVCARE
NOTES TO FINANCIAL STATEMENTS

6. Business and Credit Concentrations

Most of the Organization’s patients are Greater New Orleans residents insured under third-party payor agreements. The mix of receivables from third-party payors related to patient service revenue at December 31 were as follows:

	2021	2020
Medicare and Medicaid	70%	55%
Private pay	16%	29%
Commercial insurance, managed care organizations, and other	14%	16%
	100%	100%

If significant adverse changes are made at the federal, state, and/or local level regarding the use of community health care centers to provide services to indigent and underinsured patients, the amount of contract revenue that the Organization receives could be significantly reduced. This could have an adverse impact on the Organization's operations, its financial position and results of operations. The Organization’s grant and 340B revenue was approximately 82% and 85% of total revenues, gains, and support for the years ended December 31, 2021 and 2020, respectively.

The Organization maintains cash balances and certificates of deposits at various financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. From time to time, the amounts on deposit may exceed the federally insured limits. Management believes the credit risk associated with these deposits is minimal.

7. Commitments and Contingencies

The Organization’s participation in federal programs are governed by various rules and regulations. The respective federal programs are subject to audit and adjustment by the oversight agencies; therefore, to the extent that the Organization has not complied with the rules and regulations governing these programs, refunds of any money received may be required if noncompliance is determined in future oversight inspections. The Health Resources and Services Administration (HRSA) of the Department of Health and Human Services conducted an audit of the Organization’s 340B drug pricing program in December 2019 covering the period April 1, 2019 through September 30, 2019. A final report was issued in April 2020, and management of the Organization performed follow-up actions on items noted by HRSA. A corrective action plan was approved by HRSA, and the Organization has submitted final information to HRSA to request closure of the file. As of June 2021, the 2019 audit is considered closed by HRSA. In management’s opinion, there are no significant contingent liabilities relating to compliance with the rules and regulations governing federal programs; therefore, no provision has been recorded in the accompanying financial statements for any such contingencies.

The Organization is occasionally involved in various legal actions and claims that arise in the normal course of operations. The ultimate resolution of these matters is not ascertainable at this time; however, management is of the opinion that any liability or loss in excess of insurance coverage resulting from such litigation will not have a material effect upon the financial position of the Organization.

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
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NOTES TO FINANCIAL STATEMENTS

7. Commitments and Contingencies (continued)

The provision of healthcare services entails an inherent risk of liability. Participants in the healthcare industry are subject to lawsuits alleging malpractice, violations of false claims acts, product liability, or related legal theories, many of which involve claims and defense costs. Like many other entities engaged in the healthcare industry in the United States, the Organization has the potential for liability claims, disputes, and legal actions for professional liability and other related issues. It is expected that the Organization will continue to be subject to such suits as a result of the nature of its business. Further, as with all healthcare providers, the Organization is periodically subject to regulatory actions seeking fines and penalties for alleged violations of healthcare laws and are potentially subject to the increased scrutiny of regulators for issues related to compliance with healthcare fraud and abuse laws and with respect to the quality of care provided to its patients. Like other healthcare providers, in the ordinary course of business, the Organization is also subject to claims made by employees and other disputes and litigation arising from the conduct of its business.

8. Line of Credit

In May 2017, the Organization opened a line of credit with a bank bearing interest based on the Wall Street Journal Prime Interest Rate (4.50% at December 31, 2020). The line is secured by the Organization's deposits at the bank along with interest in both present and future real property of the Organization. As of December 31, 2020, the outstanding balance on the line of credit was \$186,280. The line of credit matured during 2021 and the outstanding balance was paid in full.

9. Notes Payable

Notes payable at December 31 consist of the following:

	2021	2020
Collateral mortgage note payable, due in monthly installments of \$9,287, including interest at a rate of 4.35%, through May 2035, secured by the Organization's land and building as well as leases, rents, and profits.	\$ 1,126,641	\$ 1,186,950
Multiple advance promissory note, payment of the loan is due in one payment of all outstanding principal plus accrued interest upon the note's maturity on January 6, 2022.	2,183,257	-
Multiple advance promissory note, payment of the loan is due in one payment of all outstanding principal plus accrued interest upon the note's maturity on February 3, 2022.	978,746	-
Total notes payable	4,288,644	1,186,950
Less current portion	(3,225,014)	(60,298)
Total notes payable, long-term portion	\$ 1,063,630	\$ 1,126,652

As disclosed in Note 14, the maturity date of the multiple advance promissory notes were extended to July 2022.

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
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NOTES TO FINANCIAL STATEMENTS

9. Notes Payable (continued)

Future scheduled maturities at December 31, 2021 are as follows:

Years ending December 31:

2022	\$ 3,225,014
2023	65,847
2024	68,688
2025	71,902
2026	75,139
Thereafter	782,054
Total	<u>\$ 4,288,644</u>

10. Functional Classifications of Expenses

The cost of program and supporting services has been reported on a functional basis. This requires the allocation of certain costs based on total program costs and estimates made by management. Salaries and benefits are allocated based on time and effort. Rent, leasing, and depreciation expense have been allocated based on use of space and other property and equipment. Other expenses have been allocated based on actual direct expenses. Expenses are presented below by function and natural classification.

Expenses by function and natural classification for the year ended December 31, 2021:

	<u>Program Services</u>	<u>Support Services</u>	<u>Total</u>
Salaries and fringe benefits	\$ 5,052,625	\$ 1,512,692	\$ 6,565,317
Contract labor and services	4,596,563	388,159	4,984,722
Supplies	4,708,024	8,050	4,716,074
Marketing and advertising	21,571	481,460	503,031
Rent and leasing	179,025	29,340	208,365
Telephone and utilities	294,710	29,546	324,256
Interest expense	-	151,641	151,641
Depreciation expense	349,641	47,678	397,319
Repairs and maintenance	175,075	70,996	246,071
Dues and subscriptions	119,905	162,440	282,345
Travel and development	8,534	104,417	112,951
Miscellaneous expense	134,201	31,035	165,236
Insurance	99,068	74,842	173,910
Total Expenses	<u>\$ 15,738,942</u>	<u>\$ 3,092,296</u>	<u>\$ 18,831,238</u>

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
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NOTES TO FINANCIAL STATEMENTS

10. Functional Classifications of Expenses (continued)

Expenses by function and natural classification for the year ended December 31, 2020:

	Program Services	Support Services	Total
Salaries and fringe benefits	\$ 4,150,463	\$ 1,472,421	\$ 5,622,884
Contract labor and services	5,538,924	352,253	5,891,177
Supplies	5,127,023	5,849	5,132,872
Marketing and advertising	-	337,256	337,256
Rent and leasing	156,000	105,766	261,766
Telephone and utilities	250,502	13,680	264,182
Interest expense	-	92,678	92,678
Depreciation expense	182,558	45,639	228,197
Repairs and maintenance	120,297	40,001	160,298
Dues and subscriptions	166,927	58,250	225,177
Travel and development	27,180	42,464	69,644
Miscellaneous expense	16,716	86,999	103,715
Insurance	103,342	25,836	129,178
Total Expenses	<u>\$ 15,839,932</u>	<u>\$ 2,679,092</u>	<u>\$ 18,519,024</u>

11. 340B Drug Pricing Program

The Organization participates in the 340B Drug Pricing Program, which is a U.S. federal government program that requires drug manufacturers to provide outpatient drugs to eligible health care organizations and covered entities at significantly reduced prices. Revenues from the program are reported in the Statements of Activities and Changes in Net Assets. Expenses related to the program were \$4,109,759 and \$4,721,144 for the years ended December 31, 2021 and 2020, respectively, and are included in supplies expense as program services.

12. Operating Lease Agreements

The Organization has operating lease agreements for the rental of various office space and office and medical equipment at varying terms. Rental expenses under these leases and other short term operating leases were approximately \$208,365 and \$261,766 for the years ended December 31, 2021 and 2020, respectively. Future minimum lease payments under the office space operating lease agreements as of December 31, 2021 are as follows:

2022	\$ 61,500
2023	60,000
2024	25,000
Total	<u>\$ 146,500</u>

JEFFERSON COMMUNITY HEALTH CARE CENTERS, INC. d/b/a
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NOTES TO FINANCIAL STATEMENTS

13. COVID-19 and Paycheck Protection Program

A novel strain of coronavirus has spread around the world, resulting in business and social disruption. In March 2020, the novel coronavirus (COVID-19) global pandemic began affecting the Organization's employees, patients, communities, and business operations, as well as the United States economy and financial markets. The Centers for Medicare and Medicaid Services and the Louisiana Department of Health requested the postponement of non-essential procedures and medical services from approximately March 19, 2020 until April 27, 2020. While this disruption was temporary, much of its lasting impact remains unknown and difficult to predict. There is a likelihood that this pandemic and subsequent federal legislation will affect the Organization's financial performance in fiscal year 2022 and beyond. The related financial impact and duration cannot be reasonably estimated at this time.

In 2020, as part of the Coronavirus Aid, Relief, Economic Security Act (the CARES Act), the Organization received \$38,227 in Provider Relief Funds. These funds are not required to be repaid provided the recipients attest to and comply with certain terms and conditions, including limitations on balance billing and not using these funds to reimburse expenses or losses that other sources are obligated to reimburse. The Organization does not expect to repay funds received; thus, the amount received is recognized in federal program revenues in the Statements of Activities and Changes in Net Assets for the year ended December 31, 2020.

During the year ended December 31, 2020, the Organization applied for an was approved for a \$893,600 loan under the Paycheck Protection Program (PPP) administered by the Small Business Administration as part of the relief efforts related to COVID-19. The Organization recognized the loan as an unconditional contribution, which is recorded in the statements of activities for the year ended December 31, 2020, having met the conditions for forgiveness by incurring eligible expenses. In December 2020, the Organization was notified that the loan was forgiven.

During the year ended December 31, 2021, the Organization applied for and was approved for a \$893,600 loan under the Paycheck Protection Program (PPP) administered by the Small Business Administration as part of the relief efforts related to COVID-19. The Organization recognized the loan as an unconditional contribution, which is recorded in the statements of activities for the year ended December 31, 2021, having met the conditions for forgiveness by incurring eligible expenses. In March 2022, the Organization was notified that the loan was forgiven.

14. Subsequent Events

In March 2022, the maturity date of the \$978,746 note payable was extended from February 3, 2022 to July 3, 2022. In April 2022, the maturity date of the \$2,183,257 note payable was extended from January 6, 2022 to July 6, 2022.

Management has evaluated subsequent events through the date that the financial statements were available to be issued, May 18, 2022, and determined that there were no other events that occurred that require additional disclosure. No events occurring after this date have been evaluated for inclusion in these financial statements.

ATHENAHEALTH MASTER SERVICES AGREEMENT

Until accepted by Athena, this form is an offer from Client to Athena to contract on the terms below. After execution by Client and acceptance of this form by Athena, an authorized Athena representative will countersign it, and this form will then become effective as a binding agreement as of the Effective Date.

Section 1. Defined Terms.

"Agreement" means this Master Services Agreement, Exhibit A, any Riders attached hereto, the Third Party Terms, each Proposal, and each Service Description.

"Applicable Law" means all applicable federal, state, and local laws and regulations, including, without limitation, those relating to kickbacks, fraud and abuse, confidentiality (including HIPAA), Medicaid, or Medicare.

"Athena" is athenahealth, Inc. and its subsidiaries, 311 Arsenal St., Watertown, MA 02472; Tel: 617.402.1000; Fax: 617.402.1099.

"athenaNet" means the internet-based athenaNet® multi-user platform used to provide athenaNet Services, together with athenaNet Functionality and associated databases.

"athenaNet Content" means any data made available by Athena as part of any athenaNet Services and all documents, formats, forms, functions, and screens for organizing or presenting that data.

"athenaNet Functionality" means the software functionality of athenaNet that enables system access and use.

"athenaNet Services" means the services provided by Athena under this Agreement, including, but not limited to, access to and use of athenaNet by Client and the provision of athenaNet Content and Materials.

"Authorized Users" means those users designated by Client on athenaNet control screens who are (i) employees of Client or (ii) other individuals, corporations, or entities that are not competitors of Athena and that have a valid HIPAA business associate agreement or other agreement with Client, and have been granted access to athenaNet by Client in its exercise of reasonable discretion and with respect to which Client has obtained reasonable assurances that they will comply with the access and use terms and the confidentiality terms in this Agreement.

"Billable Provider" means a physician or licensed or specially trained non-physician who is credentialed with payers, linked to Client's organization, and performs health services for Client's customers.

"Client" is Jefferson Community Health Care Centers, Inc. (use full legal name)

Address: 1855 Ames Blvd Ste B, Marrero, LA, 70072-3429

Tel: (504) 371-8958 Fax: (504) 371-8963

E-mail: swilliams@jchcc.org

"Collections" means all sums received by Client for any health care items or services furnished by Client to patients if such sums are posted in athenaNet or if athenaNet Services have been used to schedule such health care or to bill, track, or follow up on such sums. Collections include, without limitation, co-pays, withhold returns, surplus distributions, bonus payments, incentive program payments, revenue sharing, capitation payments, and other managed care payments. Collections do not include (i) payments for Client administrative services not performed using athenaNet or athenaNet Services and (ii) amounts refunded to or taken back by any payer during the term of this Agreement in regard to sums qualified as Collections during that time.

"Confidential Information" means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Without limitation, Confidential Information includes financial and other business information of either Party, athenaNet Functionality, athenaNet Content, Materials, and each Service Description. Notwithstanding the foregoing, Confidential Information does not include PHI or information that the receiving Party can demonstrate: (i) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (ii) was rightfully in the receiving Party's possession or known by it prior to receipt from the

disclosing Party; (iii) is rightfully disclosed without restriction to the receiving Party by a third party without violation of obligation to the disclosing Party; or (iv) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.

"Effective Date" means the date this form is countersigned by Athena.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and associated regulations, as may be amended from time to time.

"Materials" means all instructions, manuals, specifications, and training Athena provides in connection with any athenaNet Services.

"Notice" is defined in Section 13 of this Agreement.

"Party" means Athena or Client. **"Parties"** means Athena and Client.

"PHI" means "protected health information" as that term is used under HIPAA. **"Client PHI"** means PHI that Athena receives from or on behalf of Client or creates on behalf of Client.

"Privacy Rule" means the privacy standards in 45 C.F.R. Part 160 and Part 164, subparts A and E.

"Proposal" means Athena Proposal # O-4643172- 3 (unique identifier) and each Athena Proposal entered into by the Parties after the Effective Date and incorporated herein by reference.

"Rider" means each document listed as follows:

"Security Rule" means the Security Standards in 45 C.F.R. Part 160 and Part 164, subparts A and C.

"Service Description" means each document periodically updated by Athena and incorporated herein that contains a description of athenaNet Services.

"Third Party Items" means the third party products and services incorporated into athenaNet and sublicensed to Client hereunder.

"Third Party Terms" means the third party pass-through terms and conditions set forth at <http://www.athenahealth.com/tot> and incorporated by reference herein pursuant to which the Third Party Items are sublicensed to Client.

Section 2. Athena Services and Payment

(a) Athena will provide athenaNet Services as described in each applicable Service Description. The Parties agree to perform their respective obligations as set forth in this Agreement.

(b) Client will pay Athena the fees and expenses as set forth in this Agreement. Athena may, at its option, impose a late charge of 1½% per month on all amounts overdue beyond 10 days, but this charge will not waive or extend any obligation of Client to make payments when due.

Section 3. Term and Termination.

(a) This Agreement will have a term of one year from the Effective Date and will automatically extend for additional consecutive one-year terms unless either Party provides Notice to the other Party no less than 90 days prior to the renewal date that it is terminating this Agreement at the end of the then current term.

(b) Either Party may terminate this Agreement or any athenaNet Services at any time, with or without cause, by providing the other Party with no less than 90 days Notice.

(c) Either Party may terminate this Agreement effective upon Notice to the other if (i) the other Party defaults in performance of any material provision of this Agreement and such default is not cured within a period of 30 days following Notice describing the specific default (10 days in the event of failure to pay amounts owed); (ii) the other Party violates Applicable Law; (iii) voluntary or involuntary proceedings are commenced for the bankruptcy, receivership, insolvency, winding up, or dissolution of the other Party; or (iv) any right or asset of the other Party becomes subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

(d) Athena may terminate this Agreement effective upon Notice if Client (i) violates the System and Service Access and Use provisions in Section 4 herein or (ii) violates the warranty in Section 7(f) herein.

(e) If Athena determines that any material Client information (including, but not limited to, Client size, type, specialty, configuration, annual volume of Client claims, or annual fee for service collections) is materially inaccurate, incomplete, or varies from the information actually recorded in athenaNet by at least 15%, Athena may require Client to agree to additional or alternative terms or pricing. If the Parties cannot reach mutual agreement after good faith discussion as to such alternative terms or pricing, Athena may terminate this Agreement upon 30 days Notice to Client.

(f) Client may terminate this Agreement upon 15 days Notice to Athena if any revision by Athena of a Service Description materially and adversely affects the service that it receives, provided that such Notice must be provided within 60 days after Client is first informed of such revision.

(g) Upon expiration or termination of this Agreement or any athenaNet Service, Client will immediately pay to Athena all amounts due hereunder for all services rendered through the date of termination.

Section 4. System and Service Access and Use.

(a) Access to athenaNet is provided solely to facilitate access to athenaNet Services. Client access to athenaNet is on a limited, non-exclusive, non-transferable basis only during the term of this Agreement. Client agrees that it will access athenaNet only (i) through its Authorized Users acting within the scope of their service for Client; (ii) on Athena's servers as authorized by Athena; (iii) for the internal use of Client; and (iv) from and within the United States. Client will not split patient service-related billing and billing-related office workflow between different billing systems unless Client (i) uses a different tax identification number for claims submitted through a different billing system or (ii) agrees to use Athena's mixed remittance process with respect to such claims.

(b) Client will ensure that each Authorized User will comply with this Agreement as well as Applicable Law. Client will terminate any Authorized User's access to athenaNet (i) when an Authorized User ceases to perform work on behalf of Client or (ii) if an Authorized User breaches any term of this Agreement. Client is responsible for all acts and omissions of any Authorized User in connection with that Authorized User's access and use of athenaNet. Athena reserves the right to restrict or terminate an Authorized User's access to athenaNet if Athena determines in its reasonable discretion that such access has an adverse effect on Athena, including, without limitation, with respect to Athena's business or athenaNet.

(c) Client will not (i) access or use athenaNet in connection with the provision of any services to third parties (except the provision of health services by Client to its own patients); (ii) resell, lease, encumber, copy, distribute, publish, exhibit, or transmit athenaNet to any third party; (iii) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on athenaNet or any content contained therein; (iv) use athenaNet in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output; (v) enter data in athenaNet that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (vi) apply systems to extract or modify information in athenaNet using technology or methods such as those commonly referred to as "web scraping," "data scraping," or "screen scraping"; or (vii) use athenaNet Services or any part or aspect of them for any unlawful purpose or to mislead or harass anyone. Use of or access to athenaNet not in accordance with the terms of this Agreement is strictly prohibited. Athena may, in its sole discretion, limit or suspend permission to access or use athenaNet immediately, if the terms of

this Section 4 are violated. Client agrees that such violation would cause Athena irreparable and immediate harm and that Athena is entitled to injunctive relief to prevent such violation.

Section 5. Confidential Information. Each Party will take reasonable steps and exercise reasonable care to hold any Confidential Information in confidence and not use it or disclose it to any other person or entity, except (i) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (ii) as agreed in writing by the other Party; (iii) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure); or (iv) as required by law. The Parties will also comply with the terms set forth in Exhibit A hereto.

Section 6. Usage and Ownership. Except for the right to use athenaNet Services subject to the terms and conditions contained herein, this Agreement does not confer on Client a license in, ownership of, or interest in athenaNet Services. Athena developed athenaNet exclusively at its private expense. Client agrees that athenaNet, athenaNet Services, and all right, title, and interest in and to any aspect of them and all edits, improvements, additions, modifications, interfaces, and derivative works prepared from or relating to them are and will remain the exclusive property of Athena. Athena will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations, or proposals of Client with respect to athenaNet Services in any manner and in any media.

Section 7. Compliance.

(a) Each Party will comply with Applicable Law.

(b) The Parties acknowledge and agree that (i) any fees charged or amounts paid hereunder are not intended, nor will they be construed to be, an inducement or payment for referral of patients among Athena, Client, or any third party and (ii) they will not enter into any agreements, or otherwise make any payments, for the purpose of rewarding the referral of patients among Athena, Client, or any third party.

(c) The Parties will each separately maintain effective compliance programs consistent with the relevant compliance guidelines set forth by the Office of the Inspector General of the Department of Health and Human Services. The Parties will cooperate with each other to provide accurate and full responses to any material inquiry or concern of either Party related to compliance and to any reasonable request by either Party for clarification, documentation, or further information concerning Client billing or Client's provision of, or referrals related to, health services for its patients.

(d) Client warrants to Athena on a continuing basis throughout the term of this Agreement that Client will not bill or claim payment in any form, directly or indirectly, from any government health care program or other third-party payer for the cost of any athenaNet Services, including, without limitation, on a government cost report.

(e) No payment to or receivable of Client or any Billable Provider is assigned to Athena, and Athena is not the beneficiary of any such payment or receivable. All such payments and receivables (including, but not limited to, checks and electronic fund transfers) will be payable to Client or the Billable Provider and will remain the property of Client or the Billable Provider. Athena will not endorse or sign any such check or instrument. Any lockbox or other account into which Client payments or receivables are deposited will remain in the name of, and under the sole ownership and control of, Client or the Billable Provider and subject only to the instructions of Client or the Billable Provider. Athena will not be a signatory on or have any power to transfer or withdraw from any account into which Client or Billable Provider payments or receivables from any federally funded program are deposited.

(f) Each Party warrants that neither it nor any of its personnel to its knowledge (i) has been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in

connection with health care or (ii) has been excluded from any federal or state health care program. Client warrants to Athena that it and its Billable Providers are, and will be, duly licensed and authorized to provide and bill for the health services they render.

(g) Client must verify the accuracy, completeness, and appropriateness of all information entered into or selected in athenaNet, including information from the Third Party Items, before such information is utilized. Client acknowledges and agrees that the professional duty to treat the patient lies solely with Client, and use of information contained in or entered into athenaNet or provided through athenaNet Services in no way replaces or substitutes for the professional judgment or skill of Client. Client is responsible and liable for the treatment of patients as to whom Client and its personnel access or use athenaNet Services, including responsibility for personal injury or loss of life. Client represents and warrants to Athena that (i) all data it provides to Athena or that it selects in athenaNet, including, but not limited to, codes and practitioner identifiers, are accurate and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects, or approves; (iii) it and its personnel are duly authorized to enter and access such data; and (iv) Athena is duly authorized to receive, use, and disclose such data subject to the terms of this Agreement. Athena is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available to it in, athenaNet. Use of and access to athenaNet Services, including, but not limited to, clinical information in athenaNet, is at the sole risk and responsibility of Client and any practitioner or health care provider or facility using data provided by Athena as part of athenaNet Services. Athena shall not be liable for any action or inaction of Client which may give rise to liability under the federal False Claims Act or any state version thereof.

Section 8. Warranties and Limitations.

(a) Athena warrants to Client that, to Athena's knowledge, athenaNet Functionality, when used properly and as expressly authorized by Athena, does not infringe any valid patent, registered copyright, or other registered intellectual property right under laws of the United States, provided that Athena makes no warranty to the extent that such infringement results from (i) use or access of athenaNet by Client in combination with any data, software, or equipment provided by Client or any third party that could have been avoided by use or access of athenaNet without such data, software, or equipment or (ii) any breach of any agreement by, or any negligent or other wrongful act or omission of, Client or any party acting on behalf of Client.

(b) Except as otherwise expressly provided herein, Athena undertakes no obligation to provide error-free or fault-free items or services, and athenaNet Services are provided "as is" with all faults and defects. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ATHENA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM, OR USAGE IN TRADE.

(c) No claim against Athena of any kind under any circumstances will be filed more than one year after Client knows of, or in the exercise of reasonable care could know of, such claim or an act or omission of Athena that would give rise to such claim.

(d) The remedy of a credit with respect to any "Minimum Service Commitment" described in the applicable Service Description will be the sole and exclusive remedy for the acts or omissions of Athena relating to the performance of that Minimum Service Commitment. Notwithstanding any provision in this Agreement to the contrary, the

combined aggregate credit remedy with respect to all Minimum Service Commitments on account of any month is limited to a maximum of 20% of the monthly service fee for that month.

(e) Athena's cumulative, aggregate liability in connection with or arising in any way or in any degree from this Agreement, from athenaNet Services, or otherwise from the acts or omissions of Athena under any and all legal theories will not exceed the lesser of (i) \$500,000 or (ii) the total amount paid by Client to Athena in the 12 months before such claim arose. If damages are measured by the cost of medical services provided or the dollar value of claims submitted, Athena's liability for such damages will not exceed the service fees attributable to such services or claims. Athena will not be liable for and will not incur any credit or remedy against it for failure to provide services or functionality with respect to any claim, statement, or transaction that it believes in good faith contains inaccurate, misleading, or otherwise improper information. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ATHENA WILL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; LOST PROFITS OR BUSINESS OPPORTUNITIES; OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. Client hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

Section 9. Sublicensed Intellectual Property. As applicable in connection with athenaNet Services, Athena hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable, and royalty-free sublicense to the Third Party Items subject to the Third Party Terms. Athena reserves the right to modify the Third Party Terms in the event Athena adds or replaces Third Party Items or as required in connection with changes to the third party license agreements for the Third Party Items. Athena agrees to use commercially reasonable efforts to post the current Third Party Terms on athenaNet and notify Client through an alert on athenaNet when Athena has posted revised Third Party Terms. The Third Party Items will not be deemed part of athenaNet, athenaNet Content, athenaNet Functionality, or athenaNet Services. All sublicenses granted hereunder are solely for Client's use in connection with athenaNet Services and will terminate on the earlier of expiration or termination of (i) this Agreement or (ii) the applicable agreement between Athena and the licensor of the Third Party Items.

Section 10. Force Majeure. No failure, delay, or default in performance of any obligation under this Agreement (other than payment obligations) will constitute a breach of this Agreement if it is caused by strike, fire, shortage of materials, act of a public authority, civil disorder, riot, vandalism, war, severe weather, natural disaster or other act of god; terrorism; or other cause that is beyond the reasonable control of the Party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter.

Section 11. Mediation. The Parties agree to submit all claims or controversies arising out of or relating to this Agreement to mediation in Boston, Massachusetts, in accordance with the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service Rules of Procedure for Mediation. Either Party may initiate such mediation by providing Notice to the other Party of demand for mediation and notifying the AHLA Alternative Dispute Resolution Service. The Parties will equally share the costs of the mediation. If the dispute is not resolved by mediation, the Party seeking relief will have the right to pursue all remedies available at law. Notwithstanding the foregoing, either Party may (i) terminate this Agreement according to its terms or (ii) seek injunctive relief to prevent irreparable and immediate harm.

Section 12. Choice of Law; Forum. This Agreement will be governed by the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed wholly within Massachusetts, without regard to its conflicts of laws principles. The Federal District Court for the District of Massachusetts or the business litigation section of the state superior court of

Massachusetts will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this Agreement. The Parties hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes

Section 13. Notice Notice under this Agreement will mean written notification addressed to the individual signing this Agreement at the address listed above that is (i) delivered by hand, (ii) sent by traceable nationwide parcel delivery service, overnight or next business day service; or (iii) sent by certified United States mail. Properly mailed Notice will be deemed given 3 days after the date of mailing, and other Notice will be deemed made when received. A Party may change its address for notice purposes by providing Notice of such change to the other Party.

Section 14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties relating to athenaNet Services and supersedes all prior agreements, understandings, and representations relating to athenaNet Services. No change in this Agreement will be effective or binding unless signed by Client and a duly authorized officer of Athena. Neither Party will assign this Agreement without the written consent of the other, provided that either Party may assign this Agreement with no less than 90 days prior Notice as part of a corporate reorganization, consolidation, merger, change of control with respect to its outstanding stock, or sale of substantially all of its assets, and provided further that the assigning Party and the assignee will remain liable for any unperformed obligations under this Agreement arising prior to the

effective date of any such transaction. This Agreement will be binding on the Parties and their successors and permitted assigns. Nothing contained in this Agreement will be construed to create a joint venture, partnership, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. In no event will either Party be liable for the debts or obligations of the other Party. Client may not advertise, market, promote, or publicize in any manner its use of and access to athenaNet Services without the express written consent of Athena in each instance. Except as explicitly set forth herein, none of the provisions of this Agreement will be for the benefit of or enforceable by any third party. Section titles are for convenience only and will not affect the meaning of this Agreement. No failure by a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy hereunder will constitute a waiver. In connection with athenaNet Services, a copy of a signed document sent by PDF or telephone fax will be deemed an original in the hands of the recipient. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision. The following portions of this Agreement will survive termination and continue in force: Sections 5, 6, 8(b)-(e), 9, and 11 through 14.

ATHENAHEALTH, INC.

By: *J.C. Williams*
 Name: *J.C. Williams*
 Title: *Chief Executive Officer*
 Date: *8/31/15*

CLIENT

By: *Lara Whiteley*
 Name: *Lara Whiteley*
 Title: *Executive Director, Finance*
 Date: *Sep 3, 2015*

Auto Debit Authorization Form -- Please Print Clearly

The undersigned Client ("Client") hereby authorizes athenahealth, Inc. ("Athena") to initiate debit entries to Client's account indicated below, and the financial institution named below ("Institution") is hereby authorized to debit such account as initiated by Athena. This authorization is for the purpose of fees periodically invoiced under the ATHENAHEALTH MASTER SERVICES AGREEMENT. Client understands that debited amounts may vary, and Client authorizes debits for the full amount due each month. This authorization will remain in full force and effect until certification that Athena has received written notification from Client of its termination and Institution has had a reasonable opportunity to act upon it. Athena may detach this form or exhibit it separately to Institution as necessary.

Financial Institution Name: <u><i>Chase</i></u>	Branch: <u><i>2340 Northshore Blvd Haverhill, MA 01830</i></u>	Address (Number, Street, City, State, and ZIP): <u><i>Beach - Northshore Blvd</i></u>
Type of Account: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	Client Tax ID Number: <u><i>562439708</i></u>	Account Number: <u><i>714284288</i></u> Routing Number: <u><i>065400137</i></u>

Full Legal Name of Client: *Jefferson Community Health Care Centers Inc*

By: *J.C. Williams* (President, General Partner, Treasurer, or other individual authorized according to the records of the financial institution identified above)
 Print Name and Position: *J.C. Williams, CEO* Date: *8/31/15*

EXHIBIT A – TO ATHENAHEALTH MASTER SERVICES AGREEMENT

The terms in this Exhibit A will constitute a Business Associate Agreement under HIPAA

Article 1 - Definitions. For purposes of this Exhibit A:

- (a) "**Agreement**" means the Master Services Agreement to which this Exhibit A is attached.
- (b) The following terms used in this Exhibit A have the same meaning as those terms under HIPAA: Accounting of Disclosures; Breach; Business Associate; Designated Record Set; HITECH Act; Individual; and Unsecured PHI.

Article 2 - Athena's Duties. Athena will:

- (a) not use or disclose Client PHI except (i) as required or permitted by law; (ii) as permitted under the terms of the Agreement or any permission of Client under the Agreement; or (iii) as incidental under HIPAA to another permitted use or disclosure;
- (b) use reasonable and appropriate safeguards to prevent use or disclosure of Client PHI other than as provided in the Agreement;
- (c) implement administrative, physical, and technical standards in accordance with the Security Rule to protect the confidentiality, integrity, and availability of Client PHI in electronic form ("E PHI");
- (d) mitigate, to the extent practicable, any harmful effect of a use or disclosure of Client PHI by Athena that is known to Athena to violate the requirements of the Agreement;
- (e) limit its request for Client PHI to the minimum amount necessary to accomplish the intended purpose of requests for, and uses and disclosures of, Client PHI in accordance with 45 C.F.R. 602(b)(1);
- (f) report to Client as soon as practicable and as required by HIPAA and the HITECH Act any known use or disclosure of Client PHI by Athena not as provided by the Agreement and any "Security Incident" with respect to Client E PHI as defined in the Security Rule. Additionally, Athena will notify Client of any Breach of Unsecured PHI, and such notification shall be made without unreasonable delay following the date of discovery to enable Client to comply with the Breach disclosure requirements under the HITECH Act. Athena shall include within such notice identification, to the extent possible, of each individual whose Unsecured PHI has been, or is reasonably believed by Athena to have been, accessed, used, or disclosed through the Breach and any other valuable information known to Athena that Client is required to include in its notice to affected individuals. The reporting requirement set forth hereunder shall include, without limitation, disclosures that Athena is aware of that would need to be included in Client's Accounting of Disclosures under HIPAA and/or HITECH Act, provided that Athena is required by HIPAA and the HITECH Act as a Business Associate of Client to include such disclosures;
- (g) require any agent, including a subcontractor, under the Agreement that creates, receives, maintains, or transmits Client PHI on behalf of Athena to agree in writing to substantially the same restrictions and conditions with respect to Client PHI and Client E PHI that apply through this Exhibit A to Athena with respect to such PHI;
- (h) at the request of Client, provide access to Client PHI in a Designated Record Set to Client or, as properly directed by Client, to an individual in order to meet the requirements under 45 C.F.R. §164.524;
- (i) at the request of Client, make any amendment to Client PHI in a Designated Record Set that Client properly directs or agrees to pursuant to 45 C.F.R. §164.526;
- (j) make its internal practices, books, and records relating to the use and disclosure of Client PHI available to the Secretary of Health and Human Services for purposes of the Secretary's determination of Client's compliance with HIPAA requirements;
- (k) document such disclosures of Client PHI and information related to such disclosures as would be required for Client to respond to a request by an individual for an Accounting of Disclosures of it in accordance with 45 C.F.R. §164.528;
- (l) provide to Client information collected in accordance with this Article 2 to permit Client to respond to an appropriate request for an Accounting of Disclosures of Client PHI in accordance with 45 C.F.R. §164.528; and
- (m) to the extent that Athena is to carry out any Client obligation(s) under subpart E of 45 C.F.R. Part 164, comply with the requirements of subpart E of 45 C.F.R. Part 164 that apply to Client in the performance of such obligation(s).

Article 3 - Client's Duties. Client will:

- (a) not request, direct, or cause Athena to use or disclose PHI unless the use or disclosure is in compliance with applicable law relating to the privacy and security of patient data and is the minimum amount necessary for the legitimate purpose of such use or disclosure;
- (b) notify Athena of any limitation in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Athena's use or disclosure of Client PHI;
- (c) notify Athena of any changes in, or revocation of permission by, an individual to use or disclose Client PHI, to the extent that such changes may affect Athena's use or disclosure of Client PHI; and
- (d) notify Athena of any restriction on the use or disclosure of Client PHI that Client has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Athena's use or disclosure of Client PHI.

Article 4 - Business Associate Permitted Purposes. Athena's use and disclosure of Client PHI is permitted for the following purposes:

- (a) to provide athenaNet Services (including, but not limited to, receipt from and disclosure to payers, patients, vendors, and others in order to provide athenaNet Services);
- (b) for "payment," "healthcare operations," and "treatment" as defined in HIPAA regulations (including, without limitation, testing and set up of electronic linkages for "payment" transactions);
- (c) as expressly permitted in the Agreement;
- (d) as required by law;
- (e) to provide data aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B);
- (f) for the proper management and administration of Athena, including, without limitation, making and maintaining reasonable business records of transactions in which Athena has participated or athenaNet has been used (including back-up documentation); and
- (g) to de-identify Client PHI and use such de-identified information in accordance with 45 C.F.R. §164.514(b).

To the extent Athena uses or discloses Client PHI for the purposes set forth in Article 4(f) or to carry out Athena's legal responsibilities, Athena will ensure that (i) such disclosures are required by Applicable Law or (ii) Athena obtains prior written reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by Applicable Law or for the purpose(s) for which it was disclosed to the person, and the person notifies Athena of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the breach notification requirements of this Exhibit A.

Article 5 - Business Associate Termination. Upon termination of the Agreement, Athena will return, destroy, or continue to extend protections to and limit the use and disclosure of Client PHI to the extent required by and in accordance with 45 C.F.R. §164.504(e)(2)(i)(J), provided that the Parties agree that it is not feasible in light of reasonable business requirements, regulatory compliance requirements, and the rights and obligations under the Agreement for Athena to return or destroy its business records and transaction databases, including, but not limited to, records and databases of transactions for which Client has used athenaNet or in which Athena has engaged on behalf of Client or records and databases that reflect the use of athenaNet and information that Client or Athena has entered in athenaNet in the course of the Agreement to enable or perform athenaNet Services.

Article 6 - Business Associate Default. Any material default by Athena of its obligations under Articles 2 through 4 will be deemed a default of a material provision of the Agreement, and, if cure of such default and termination of the Agreement are not feasible, Client may report the default to the U.S. Secretary of Health and Human Services.

Article 7 - Athena Business Records. Subject to the other requirements and limitations of this Exhibit A, the business records of Athena and all other records, electronic or otherwise, created or maintained by Athena in performance of the Agreement will be and remain the property of Athena, even though they may reflect or contain Client PHI, Confidential Business Information of Client, or other information concerning or provided by Client. All de-identified information created by Athena in compliance with the Agreement will belong exclusively to Athena, provided that Client will not hereby be prevented from itself creating and using its own de-identified information.

Amendment to Athenahealth Master Services Agreement

This Amendment to Athenahealth Master Services Agreement (this "**Amendment**") is entered into by and between athenahealth, Inc., a Delaware corporation with a place of business at 311 Arsenal Street, Watertown, MA 02472 ("**Athena**") and the client set forth on the signature page below ("**Client**") (Athena and the Client collectively referred to as the "**Parties**").

WHEREAS, the Parties have entered into an Athenahealth Master Services Agreement (the "**Agreement**") and desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.
2. Section 8(e) of the Agreement is amended by deleting the period at the end of the first sentence and inserting the following in lieu thereof:

"provided, however, that such limit shall be increased to 1.5 times the total amounts paid by Client to Athena in the 12 months before such claim arose for damages arising out of (x) Athena's breach of Unsecured Client PHI or confidentiality obligations contained in Section 5 of this Agreement, or (y) fraud or willful misconduct by Athena."
3. Section 8 of the Agreement is amended by inserting the following as new subsection (f) immediately following Section 8(e):

"(f) Athena warrants to Client that Athena will provide the athenaNet Services as described in each applicable Service Description."
4. Section 11 of the Agreement is amended by deleting the first sentence in its entirety and inserting the following in lieu thereof:

"The Parties agree to submit all claims or controversies arising out of or relating to this Agreement to mediation in Boston, Massachusetts, in accordance with the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service Rules of Procedure for Mediation; provided, however, that the Parties may hold such mediation by remote electronic communication."
5. Section 12 of the Agreement is deleted in its entirety and the following inserted in lieu thereof:

"This Agreement will be governed by the laws of the state of Delaware applicable to agreements made and to be performed wholly within Delaware, without regard to its conflicts of laws principles. The applicable Federal District Court for the state in which the Party named as Defendant has its principal place of business (with respect to Athena, the Commonwealth of Massachusetts and with respect to Client, the state of Louisiana) will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this

Agreement. The Parties hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes. Each Party covenants and agrees that it shall not seek to add, name, join, implead, or otherwise seek redress against any third party in connection with any such court proceeding that would have the effect of destroying the jurisdiction of such Court with respect to diversity of citizenship pursuant to 28 USC § 1332, and will pursue any claims against such third parties in separate legal actions."

6. Except as expressly amended or modified herein, the terms of the Agreement remain in full force and effect. To the extent of any conflict between the terms of this Amendment and those of the Agreement in effect immediately prior to amendment hereby, the terms of this Amendment shall control. This Amendment may be executed and delivered by fax or PDF file and in counterparts, each of which shall be deemed an original and all of which together shall constitute one single agreement between the Parties.

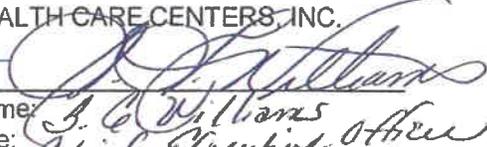
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective as of the date executed by Athena below.

ATHENAHEALTH, INC.


By: Lara Whiteley (Sep 3, 2015)
Name: Lara Whiteley
Title:
Date: Executive Director, Finance

Sep 3, 2015

Client Name: JEFFERSON COMMUNITY
HEALTH CARE CENTERS, INC.


By: A. C. Williams
Name: A. C. Williams
Title: Chief Executive Officer
Date: 8/31/15

Amendment to Athenahealth Master Services Agreement

This Amendment to Athenahealth Master Services Agreement (this "Amendment") is entered into by and between athenahealth, Inc., a Delaware corporation with a place of business at 311 Arsenal Street, Watertown, MA 02472 ("Athena"), and the client set forth on the signature page below ("Client") (Athena and the Client collectively referred to as the "Parties").

WHEREAS, the Parties have entered into an Athenahealth Master Services Agreement (the "Agreement") and desire to amend the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

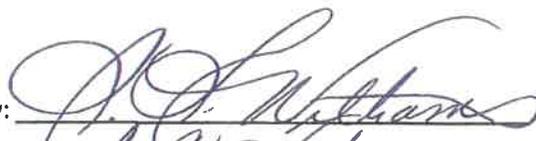
1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.
2. The Monthly Minimum Fee for the first five months after Go-Live will be \$6,245.00 for the first month, \$8,000.00 for the second month, \$11,000.00 for the third month, \$12,500.00 for the fourth month, and \$13,750.00 for the fifth month. Starting in the sixth month after Go-Live, the Monthly Minimum Fee shall be as defined in the Agreement.
3. Except as expressly amended or modified herein, the terms of the Agreement remain in full force and effect. To the extent of any conflict between the terms of this Amendment and those of the Agreement in effect immediately prior to amendment hereby, the terms of this Amendment shall control. This Amendment may be executed and delivered by fax or PDF file and in counterparts, each of which shall be deemed an original and all of which together shall constitute one single agreement between the Parties.

IN WITNESS HEREOF, the Parties hereto have executed this amendment as a sealed instrument to be effective as of the date executed by Athena.

ATHENAHEALTH, INC.

Jefferson Community Health Care Centers, Inc.

By: 
Name: Lara Whiteley
Title: Executive Director, Finance

By: 
Name: B.C. Williams
Title: Chief Executive Officer

Date: Sep 3, 2015

Date:

8/31/15

Signature: Katelyn Alfano

Katelyn Alfano (Sep 2, 2015)

Email: kalfano@athenahealth.com

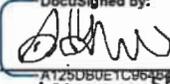
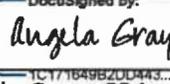
Attachment D



PioneerRx System Agreement Coversheet

Version: SA19

Agreement Effective: December 18, 2019

Customer: Jefferson Community Health Center dba Inclusive Care Contact: Shondra Williams Address: 3932 US Hwy 90, Avondale, LA, 70094 Telephone: (504) 341-4006 Email: swilliams@inclusivcare.com Fax:	PioneerRx Contract: Accounting Address: P.O. Box 53407 Shreveport, LA 71135-3407 Telephone: 800-850-5111 Email: Accounting@PioneerRx.com Attention: Corporate Counsel, PioneerRx 408 Kay Lane, Shreveport, LA 71115 (800) 850-5111 Fax: (318) 588-8801
By:  Printed Name: <u>Shondra Williams</u> Title: CEO Date Signed: 12/18/2019	By:  Printed Name: <u>Angela Gray, CPA</u> Title: Vice President of Accounting Date Signed: 12/26/2019

FEES: Fees described below do not include mandatory switching fees, escripts, integration services, add-on applications or optional data programs.

Description	Monthly Amount per Location
Software license, maintenance and support (Includes software updates, drug databases and Point of Sale)	\$369.00
Vendor Hardware rental (Server)	\$109.00
SQL Client Access Licenses (up to 10 licenses are included in monthly support fees; Customer is responsible for licenses required in excess of 10 at a rate of \$5 per month per license.)	

LICENSED LOCATIONS:

Billing Address:

Name - DBA	Location Address	NCPDP	NPI
Jefferson Community Health Center dba Inclusive Care	3932 US Hwy 90, Avondale, LA, 70094		

PioneerRx System Agreement

This Agreement is entered into on the Effective Date noted on the PioneerRx System Agreement Coversheet ("Coversheet"), which is incorporated herein by reference in its entirety, by and between PioneerRx, LLC, hereinafter referred to as "Vendor," and the Customer identified on the Coversheet.

I. SOFTWARE LICENSE

- A. Subject to the terms of this Agreement, Vendor grants to Customer, and the Customer accepts from Vendor, a revocable, non-exclusive, non-assignable and non-transferable object code license to use only for the Customer's internal business purposes in the United States, the current version of Vendor's PioneerRx Pharmacy Management Software and all programs, systems, modules and components of same, together with any and all improvements, modifications, upgrades, translations, compilations, updated works, enhancements, fixes and additions thereto and replacements thereof which, from time to time, may be provided to the Customer by the Vendor, all of which are collectively referred to herein as the "Software." This license will be valid as long as it is not terminated or restricted by the terms of this Agreement and the Customer timely pays monthly fees as described in FEES on the Coversheet and in Article X Price and Payment.
- B. Except as expressly provided in this Article, no license under any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, express or implied, are granted by Vendor to Customer or any third party under this Agreement.
- C. The Customer shall not, nor shall it permit others to, recreate, copy, duplicate, modify, translate, reverse engineer, decompile, rent, sublicense, grant rights to, disassemble, create derivative works based upon, convey, transfer, disclose or otherwise make available to any third person or entity, the Software or any physical embodiment thereof.
- D. The Software shall only be operated on a Vendor-owned computer server ("Vendor Hardware"). The Software and rented Vendor Hardware shall only be installed and used at the locations listed in LICENSED LOCATIONS on the Coversheet. In case of disaster, the Customer may request transfer of Software to other equipment for temporary emergency use, not to exceed 90 days. For purposes of this Agreement, a disaster is any act, event or occurrence caused by, or immediately and directly related to, fire, water damage, electrical surge, act of God, civil riot or insurrection, or other such catastrophe which materially affects the use of hardware or software. In the event of such a disaster, the Customer shall notify the Vendor of the nature of the disaster, the location of the backup equipment, and a description of said equipment to which the Software is requested to be transferred, said notification to be sent within two days business of the requested transfer.
- E. In no event shall the Customer have in use more than one production copy of the Software per Licensed Location at any time. Transfer of the Software in contravention of the terms and conditions of this paragraph may result in termination of the license, in Vendor's sole discretion.
- F. SQL Client Access Licenses (SQL CALs) are mandatory for each Customer device accessing Vendor's Hardware. Customer shall maintain a sufficient number of SQL

CALs to meet this requirement. Vendor reserves the right to periodically count the number of Customer's workstations accessing the Vendor Hardware. Vendor further reserves the right to require proof of licensing for any SQL CALs not obtained from Vendor, and require Customer to obtain additional licenses if necessary to satisfy the requirement.

II. SOFTWARE AND VENDOR HARDWARE OWNERSHIP

- A. Vendor is the sole owner of the proprietary Software and has the right to modify and to grant a license for the use of the Software, and represents that there is no claim by any person or entity which, by said claim, contests the representations as provided herein.
- B. The Parties intend that Vendor shall, at all times relevant to this Agreement, remain the sole owner of the Software, and the Vendor does not, by any means, transfer any right of ownership of the Software to the Customer, the assignee of a Customer, or any third person or entity. No act, word or deed shall vary or alter the status of title in Vendor to the Software. All applicable rights and interests to patents, copyrights, trademarks and trade secrets in the Software, and any derivative works, enhancements or alterations to the Software made at the request of the Customer, are and remain in the Vendor.
- C. Vendor is the sole owner of the Vendor Hardware. The Vendor shall, at all times relevant to this Agreement, remain the sole owner of the Vendor Hardware, and the Vendor does not, by any means, transfer any right of ownership of the Vendor Hardware to the Customer, the assignee of a Customer, or any third person or entity. Customer shall have no right, title or interest in the Vendor Hardware. Customer shall not transfer, sublease, assign, permit liens to be placed upon, or in any way encumber the Vendor Hardware.

III. VENDOR-CREATED SOFTWARE AND CONFIDENTIALITY

- A. The Customer shall limit the persons who have access to the Software to those persons who use said Software for the normal business operations of the Customer. **THE CUSTOMER SHALL NOT KNOWINGLY PROVIDE ACCESS TO THE SOFTWARE TO ANY PERSON OR ENTITY WHO IS EMPLOYED BY OR HAS A CONTRACTUAL RELATIONSHIP WITH ANY COMPETITOR OF VENDOR.** During the term of this Agreement and for a period of two (2) years after its termination or expiration Customer shall not, and shall not assist or engage others to, create or contribute in any way to the creation or development of pharmacy management software for use by Customer or others, which includes any of the following features or functionality:
 - 1. Submits an electronic claim for payment
 - 2. Accepts or transfers electronic prescriptions
 - 3. Manages patient prescriptions and workflow
 - 4. Checks allergy and drug interaction
- B. If any court order or regulatory agency should require, or attempt to require, disclosure of or access to the Software, then the Customer shall promptly notify the Vendor of same and shall assist the Vendor in assuring that the Software, the terms of this agreement, and all Proprietary Information remain confidential. The Customer

agrees to take all reasonable precautions to secure and protect all Software in a manner consistent with the Vendor's rights and to take such reasonable action as is necessary to satisfy the Vendor that said Software is protected.

- C. In addition to the above, both Vendor and Customer have made and will continue throughout the term of this Agreement to make available to the other party confidential and proprietary materials and information ("Proprietary Information"). All material and information provided by one party to the other relating to the business, technology, policies, procedures, customers and forms of that party or any of its affiliates, including information previously divulged or delivered relating to the aforementioned subject matter is hereby designated as and considered to be Proprietary Information. Each party shall maintain the confidentiality of the other's Proprietary Information and will not disclose such Proprietary Information without the prior written consent of the other party. In addition, neither party shall use the other party's Proprietary Information except as contemplated herein. It is understood that the obligations set forth above in this section do not apply to materials or information that (a) are already, or otherwise become, generally known by third parties as a result of no act or omission of the receiving party; (b) subsequent to disclosure hereunder are lawfully received from a third party having the right to disseminate the information without restriction on disclosure; (c) are generally furnished to others by the disclosing party without restriction on disclosure; (d) were already known by the receiving party prior to receiving them from the disclosing party and were not received from a third party in breach of that third party's obligations of confidentiality; or (e) are independently developed by the receiving party without the use of Proprietary Information of the disclosing party. In the event of a material breach in the terms and conditions of this Article by any party to this Agreement, then and in such event, the non-breaching party shall be entitled to seek immediate injunctive relief and, in addition, such other relief as may be provided in law and in equity.
- D. Neither party shall use the name, logo, or trademarks of the other without the other's prior written approval. However, each party grants the other the right to include the other's name and contact information in its internal newsletters or a Customer or a reference list provided that said list includes other customers or partners of the party and that it is not an advertisement.
- E. Vendor further retains the right to disclose any information or data necessary to fulfill its obligations under this Agreement, to comply with any applicable laws, legal process, or regulatory obligations or as described in Article XV Vendor Data Use and REMS Programs.

IV. SOFTWARE WARRANTIES AND LIMITATIONS OF LIABILITY

- A. The Vendor warrants that the Software will conform, in substantially all material operational features, to Vendor's Documentation. Documentation for the purposes of this Article, shall mean only the online help utility incorporated into the Software and the PioneerRx University as they exist at the date of completion of installation (as that process is described in Article V below) and as they may be updated from time to time, at Vendor's sole discretion. The Vendor further warrants that the Software shall support applicable jurisdictional requirements of which it is made aware by customer. These warranties shall begin upon installation of the Software and continue until the

first anniversary of this Agreement. If the Customer discovers a defect in the Software during said warranty period, the Customer shall immediately notify the Vendor of the nature of said defect. Vendor's sole obligation under this warranty is to correct such defect to conform the Software to the above referenced documentation. Customer's sole remedy if Vendor fails to make such corrections is to terminate the Agreement in accordance with the terms of Article XII.

- B. The Customer is hereby placed on notice of the following warranty limitation as to the Software and this disclaimer and exclusion shall apply even if the express warranty set forth herein fails of its essential purpose: **THE ABOVE CONSTITUTES A LIMITED WARRANTY AND IS THE ONLY WARRANTY PROVIDED BY THE VENDOR. THE VENDOR MAKES AND THE CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND THE CUSTOMER ACKNOWLEDGES THAT NO WARRANTIES EXTEND BEYOND THE DESCRIPTIONS AS HEREIN PROVIDED. THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY OR FOR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE VENDOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT BEING LIMITED TO LOST PROFITS, LOST INCOME, INCREASED EXPENSE, LOSS OF GOOD WILL OR LABOR COSTS). FURTHER, LIABILITY OF THE VENDOR FROM ANY AND ALL LEGAL AND EQUITABLE CAUSES, OF EVERY KIND AND CHARACTER, SHALL IN THE AGGREGATE NOT EXCEED THE AMOUNTS PAID TO VENDOR BY THE CUSTOMER FOR USE OF THE SOFTWARE LICENSE (AND NOT THE EQUIPMENT) IN THE SIX (6) MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE CLAIM. NO ACTION, REGARDLESS OF ITS NATURE, ORIGIN, OR FORM, ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT BY THE CUSTOMER AFTER ONE YEAR FROM THE DATE OF INITIAL INSTALLATION OF THE EQUIPMENT.**
- C. **NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY CUSTOMER FROM VENDOR SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.**
- D. If the Customer makes, or attempts to make, any modifications to the Software without Vendor's prior written consent, any warranty as stated herein is immediately and without further notice void in all respects. If the Customer makes such modifications and the Vendor elects to not terminate the license, then the Vendor shall evaluate the methods of correction of the defects or difficulties caused by the modifications and provide the Customer with an estimate of the expense in correcting same. Notwithstanding the foregoing, the Vendor is under no duty to correct said defects or difficulties. Vendor's prior written consent shall be required for any integration or interfaces between the PioneerRx System and Customer or third-party applications or services.

V. EQUIPMENT

- A. If this is a new installation and not a renewal of an existing agreement, Vendor may sell to the Customer certain computer hardware equipment and license or sublicense third party software hereinafter referred to as the "Equipment" as more particularly described in APPENDIX B: Hardware Purchase and Installation Agreements. The Vendor shall also rent to the Customer Vendor Hardware, as described in Article I. Software License and Article II. Software and Vendor Hardware Ownership, which shall be maintained by and continue to be owned by the Vendor.

- B. If this is a new installation and not a renewal of an existing agreement, prior to delivery of said Equipment and Vendor Hardware, the Customer shall prepare and maintain, at its sole expense, a complete and suitable environment for installation of such Equipment and Vendor Hardware, with facilities (including power lines and Internet service) as prescribed by the original equipment manufacturer and Vendor and as described in Article VIII, A. 1. Failure to provide or maintain such an environment for the term of this Agreement may increase the quoted price, delay installation or interfere with the proper operation of the system. Initial installation of the Equipment and Vendor Hardware, shall be performed as described in APPENDIX B: Hardware Purchase and Installation Agreements (Sales Order), shall consist of uncrating the Equipment and Vendor Hardware, making necessary connections, and verifying through the successful operation of diagnostic programs that the Equipment and Vendor Hardware is functioning according to manufacturer's specifications. Delivery of all Equipment and Vendor Hardware and charges for installation are included in the quoted price as shown on Appendix B: Hardware Purchase and Installation Agreements (as otherwise adjusted by the terms of this paragraph). The Customer shall not cause or request unreasonable delays in the implementation of the Software, Equipment and Vendor Hardware installation process. Any unreasonable delays may cause an adjustment to the quoted price, at the Vendor's sole discretion.
- C. The Customer shall make available, for the implementation of the Software, such computer equipment (including a data communications line to be connected to a modem supplied by the Customer) and system software approved by the Vendor which will be adequate for such implementation. The Vendor shall provide trained and qualified employees and/or subcontractors for the installation process described in APPENDIX B: Hardware Purchase and Installation Agreements (Sales Order). The Vendor shall use reasonable efforts to avoid disruption of the Customer's business, resolve installation problems and address Customer inquiries during the installation and training process.
- D. The Customer shall not tamper with or make any changes to the Vendor Hardware without Vendor's prior approval. The Customer hereby assumes and shall bear the entire risk of loss or damage to the Vendor Hardware, including but not limited to causes such as deliberate damage or tampering, theft, or casualties such as fire or flood. No loss or damage to the Vendor Hardware or any part thereof shall relieve any obligation of Customer under this agreement. Customer may include Vendor Hardware on its casualty insurance policies.
- E. If Vendor Hardware fails under normal, intended use, Vendor will repair or replace the Vendor Hardware. If, in Vendor's discretion, it becomes necessary to replace Vendor Hardware, Vendor will provide the replacement Vendor Hardware and, through normal customer support services, assist Customer in setting up the Vendor Hardware and moving the Customer's data to the replacement Vendor Hardware. Up to ten business days from Customer's receipt of the replacement Vendor Hardware will be allowed for this transition. No later than ten days after Customer receives the replacement Vendor Hardware, Customer shall return ship the original Vendor Hardware to Vendor, at Vendor's expense. After the 10-day transition period, if Customer has not returned the original Vendor Hardware to Vendor, Vendor may begin to charge Customer the then-current rental rate for both the original and the

replacement Vendor Hardware and may continue to do so until the original Vendor Hardware is returned.

VI. TITLE TO EQUIPMENT

- A. Title to any and all items of Equipment sold under this Agreement shall pass to the Customer upon payment of the initial deposit. However, the Customer shall, at Vendor's request, execute a security agreement and financing statement in a form (as provided by the Vendor) which shall provide security for payment of all amounts remaining due under this Agreement.

VII. EQUIPMENT WARRANTIES AND LIMITATIONS OF LIABILITY

- A. ALL WARRANTIES RELATING TO EQUIPMENT SOLD OR RENTED TO THE CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO THOSE WARRANTIES AS PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, AND VENDOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO SAID EQUIPMENT. IN NO EVENT SHALL VENDOR BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT BEING LIMITED TO LOSS OF PROFITS, LOSS OF INCOME, INCREASED EXPENSE, EXPENSES RELATED TO RECOVERY OR RESTORATION OF LOST DATA, OR LOSS OF GOOD WILL) ARISING FROM OR RELATING TO THE EQUIPMENT SOLD OR RENTED TO THE CUSTOMER EVEN IF THE VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGES. FURTHER, LIABILITY OF THE VENDOR FROM ANY AND ALL CAUSES, WHETHER NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE, SHALL IN THE AGGREGATE NOT EXCEED THE AMOUNTS PAID TO VENDOR FOR VENDOR HARDWARE IN THE SIX (6) MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE CLAIM. FURTHER, THE CUSTOMER AGREES THAT THE VENDOR WILL NOT BE LIABLE FOR ANY LOST PROFITS, NOR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PARTY. NO ACTION, REGARDLESS OF ITS NATURE, ORIGIN, OR FORM, ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT BY THE CUSTOMER AFTER ONE YEAR FROM THE DATE OF INSTALLATION OF THE EQUIPMENT.**
- B. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY CUSTOMER FROM VENDOR SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.**

VIII. COOPERATION

- A. Both Vendor and Customer acknowledge that complete compliance with the terms and conditions of this Agreement will require good faith cooperation by both parties and Vendor reserves the right to suspend or terminate service if Customer does not comply with these conditions. To effectuate such compliance, the parties agree as follows:
1. The Customer shall, prior to the scheduled installation, provide and maintain a suitable environment for the Equipment, Vendor Hardware and Software and reasonable access to same. A "suitable environment" is an environment:
 - i. with Internet connectivity, sufficient electrical supply and outlets to support the equipment and services provided under this Agreement.
 - ii. that is of sufficient size to store and operate the Equipment, Vendor Hardware

and Software.

- iii. that is safe, comfortable and accessible to the Vendor for training and installation purposes, as applicable.
- B. Vendor undertakes to provide prompt, professional and effective customer service to its customers. To achieve this, Customer shall be professional and cooperative with Vendor in all matters relating to the services and support to be provided hereunder and promptly provide such access to Customer's premises, personnel using the Software, Equipment and Vendor Hardware and such other accommodations and other facilities as may reasonably be requested by Vendor for the purposes of performing the installation, training, maintenance and support. Customer shall respond promptly to any Vendor request to provide information or materials, authorizations or decisions that are reasonably necessary for Vendor to perform installation, training, maintenance and support in accordance with the requirements of this Agreement. Customer agrees to the following conditions related to its use of Vendor's customer support services:
1. Customer shall designate a primary and an alternate point of contact that Vendor may contact for support purposes.
 2. Vendor does not tolerate, and Customer shall not use abusive, offensive, threatening, harassing, hateful, inflammatory or otherwise objectionable language when communicating with Vendor staff.
 3. Customer will cooperate with Vendor support personnel by promptly providing reasonable access (remote or on-site) to the equipment, Software, relevant documentation and records related to the reported issue and such reasonable assistance and sufficient information and examples to enable diagnosis and correction of hardware and software problems.
 4. Outside of normal support hours, Customer will use the On-Call support services for emergencies only.
 5. Customer shall not unduly burden Vendor support services by:
 - a. Exceeding the maximum number of support calls per month as calculated as an average per licensed location across Customer's retail location base:
 - i. 80 calls per month for the first 3 months after installation;
 - ii. 60 calls per month for months 4-12 after installation;
 - iii. 40 calls per month after the first year after installation; or
 - iv. 10 calls in a single day.
- For purposes of clarity, individual licensed location calls are added together on a daily or monthly basis as contemplated above and divided by the number of licensed locations across Customer's entire licensed base to calculate the average on a daily or monthly basis as appropriate. For example, Customer would not exceed the daily average if it only had three (3) licensed locations and two (2) locations generated twelve (12) calls each and the third location generated four (4) calls on a day as the average in this hypothetical scenario would be the quotient of 28/3 or 9.3. As the average of 9.3 is less than the limit of ten (10) calls per day as an average, this is not an undue burden as contemplated above.
- b. Intentionally disabling connections or disconnecting the power or Internet from Vendor system equipment.
 - c. Requesting support for, using, or connecting unapproved equipment or applications to the Vendor system.

- C. The Customer shall reasonably, upon discovery disclose to the Vendor the existence or potential existence of Software, Equipment, or Vendor Hardware problems or deficiencies known to or discovered by the Customer.
- D. If Vendor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Vendor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- E. It is the parties' intention to resolve any disputes or issues in a spirit of cooperation. However, if that is not possible and Customer initiates legal action against Vendor, Vendor reserves the right to require all support requests or other communication be initiated in writing via email (support@pioneerRx.com) or support functionality available in the Software.

IX. CONSULTING AND TRAINING SERVICES

- A. In conjunction with the initial installation process, Vendor shall provide to the Customer installation and training, as indicated on the Sales Order, to familiarize Customer with the use of the Software. During the training and installation process, all of Vendor's employees, agents, and representatives who are at the Customer's site shall comply with all lawful and reasonable policies of the Customer as those policies relate to premises security and lawful codes of employee conduct to the extent Customer advises the Vendor of such policies in advance. Customer will notify the Vendor of any noncompliance, including a description of the noncompliance, and the Vendor shall take appropriate action in accordance with the Vendor's personnel policies.

X. PRICE AND PAYMENT

- A. Customer shall pay to the Vendor the amounts set forth in FEES on the Coversheet and APPENDIX B: HARDWARE PURCHASE AND INSTALLATION AGREEMENTS (Sales Order) as attached hereto and made a part hereof. Terms of payment for items described on the Sales Order shall be as stated in APPENDIX B: HARDWARE PURCHASE AND INSTALLATION AGREEMENTS.
- B. Setup, installation, conversion and training fees are non-refundable. Within 30 days of receipt, Equipment may be returned for a refund less any discounts applied and subject to a 15% restocking fee, if such Equipment is in resalable condition.
- C. FEES shall begin to accrue and be charged the first day of the calendar month following the Customer's receipt of the Equipment and Vendor Hardware.
- D. Claims switching shall be contracted only through the Vendor. Claims shall be transmitted to the Vendor's designated switch processor through Vendor servers. Switching fees will be billed to Customer on their regular monthly invoice. Vendor shall act solely as the aggregator on behalf of the Customer, and makes no warranty with respect to, and assumes no liability for payment or rejection of claims by third

- E. The amounts specified in FEES on the Coversheet for monthly license, support, switching, additional services and rental fees are subject to change on an annual basis, from the date of initial installation, in an amount not to exceed five percent (5%) per year since the last price increase as if prices had increased each year. All license, maintenance, support charges and charges for additional services will be paid monthly and are non-refundable.
- F. Payments are due thirty (30) calendar days from the date of the invoice. Overdue payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly, but no less than \$5.00 per month.
- G. If any invoice is not timely paid as provided herein, Vendor may, in addition to any other right or remedy that it may have under this Agreement or at law or in equity, suspend Customer's use of the Software if Vendor has not received payment in full within fifteen (15) calendar days of Vendor's written demand therefor. Customer shall reimburse Vendor for all costs and expenses, including reasonable attorney's fees, incurred by Vendor in enforcing collection of any monies due to it under this Agreement or recovering any Vendor Hardware.
- H. Customer shall keep the Vendor Hardware free and clear of all levies, liens and encumbrances. Customer shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes ("Assessments") arising out of receipts from ownership, possession, use or operation of the Software, Equipment or Vendor Hardware, together with any penalties or interest thereon, imposed by any local, state, or federal government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Vendor or Customer. Should Customer fail to timely pay the Assessments, Vendor may pay them and apply the charges to the Customer's account.

XI. DRUG DATABASE ACCESS AND PRICE UPDATES

- A. During the term of this Agreement, the Vendor will provide the Customer access to third-party data including information relating to drug interaction, generic substitution, allergy precautions, and other related material, collectively referred to as the "Drug Database Information." In addition, the Vendor may provide daily price updates on Customer's inventory ("Price Updates"). The Customer expressly acknowledges that these Drug Database Information and Price Update services are not part of the Software license and are provided for Customer's internal use only. The Customer shall not sublicense, sell, republish or offer a service bureau either the Drug Database Information or the Price Updates.
- B. Drug Database Information is intended to supplement the knowledge of healthcare professionals and providers regarding drug therapies and patient counseling information. This Drug Database Information is advisory only and is not intended to replace sound clinical judgment in the delivery of healthcare services.
- C. **VENDOR AND THE DRUG DATABASE PROVIDERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE DRUG DATABASE INFORMATION AND THE PRICE UPDATES,**

EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS OR SUITABILITY OF THE DRUG DATABASE INFORMATION OR PRICE UPDATES FOR ANY PARTICULAR PURPOSE. VENDOR AND ITS PROVIDERS ASSUME NO RESPONSIBILITY FOR ERRORS THAT MAY APPEAR IN ANY DRUG DATABASE OR PRICE UPDATE. CUSTOMER ACKNOWLEDGES THAT THE PIONEERRX SYSTEM AND ANY THIRD-PARTY SERVICES PROVIDED THROUGH PIONEERRX ARE NOT TO BE REGARDED OR RELIED UPON AS A SUBSTITUTE FOR THE SKILL, JUDGMENT AND CARE OF ANY HEALTHCARE PROFESSIONAL IN DISPENSING OR BILLING FOR ANY PHARMACEUTICAL OR OTHER PRODUCTS. VENDOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR OR RESPONSIBLE FOR ANY PRODUCT DISPENSED OR DISTRIBUTED BY ANY PERSON OR ENTITY USING THE PIONEERRX SYSTEM OR ANY THIRD-PARTY SYSTEM FOR ANY PURPOSE OR FOR ANY SIDE EFFECTS OR OTHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND OR DESCRIPTION WHATSOEVER FROM THE USE OF ANY PIONEERRX SYSTEM OR THIRD-PARTY PRODUCT OR SERVICE. IT SHALL BE EXPRESSLY UNDERSTOOD THAT SUCH LIABILITY AND RESPONSIBILITY REST ENTIRELY UPON THE PHARMACIST OR OTHER USER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT OR THIRD-PARTY SERVICE.

XII. TERM AND TERMINATION

- A. The initial term of this Agreement shall be one (1) year beginning the date the Software is first installed at a Customer's location. After the initial term and the end of each subsequent term, this Agreement shall automatically renew for a term of one (1) year unless terminated by Vendor for convenience upon ninety (90) days' written notice to the Customer.
- B. At any time, the Customer may terminate this Agreement for convenience upon ninety (90) days' written notice to Vendor under the following conditions only:
 - 1. Customer has paid Vendor a \$2800 deposit ("Server Deposit") to secure the return of the Vendor Hardware and the payment of all FEES up to the date of termination or the Vendor Hardware is returned to Vendor, whichever is later. The 90-day notice period begins the day Vendor receives the Server Deposit. All FEES will continue to accrue until the Vendor receives the Vendor Hardware.
 - 2. All payments relating to the purchase price of Equipment, as well as all FEES due up to the date of termination, have been paid in full.
 - 3. The Customer returns to the Vendor all Software licensed under this Agreement and all of Vendor's Proprietary Information.
- C. Should Customer terminate this Agreement after execution but prior to the System installation, the Customer shall be responsible for paying for all items described on the applicable sales order and three months' worth of recurring fees. PioneerRx's then-current policies regarding equipment returns shall apply.
- D. The Vendor may, in its sole discretion, at any time, have the right and option to suspend or terminate this Agreement and all licenses granted hereunder if any of the following occur:
 - 1. Customer breaches the terms and conditions of this Agreement.

2. Customer's business is terminated, suspended, or sold or any federal or state agency assumes control of the business.
 3. Customer seeks relief under any bankruptcy laws or is declared insolvent.
 4. Customer fails to pay within thirty (30) days from the date due all fees and payments due under this Agreement.
- E. In the event of the occurrence of an act or event which, under the terms of this Agreement, gives either party the right to terminate or suspend said Agreement, the non-breaching party shall notify the breaching party in writing of the existence of said act. Upon notification of said act, the breaching party shall have thirty (30) calendar days following receipt of the notice to cure the conduct of which the non-breaching party has complained, except for Customer's failure to pay, in which case Customer shall have fifteen (15) calendar days following receipt of the notice to cure the nonpayment. If a Customer breach has not been cured within the applicable cure period, the Vendor shall have the right to collect any outstanding amounts due and to immediately terminate the Agreement and the license. If a Vendor breach has not been cured within the applicable cure period, the Customer's sole remedy shall be the right to immediately terminate the Agreement and the license.
- F. Upon the expiration or earlier termination of this agreement, Customer shall return the Vendor Hardware to Vendor in good repair, condition and working order, ordinary wear and tear resulting from proper use excepted, by delivering the Vendor Hardware at Vendor's cost and expense to such place as Vendor shall specify. The Server Deposit, less any remaining FEES due, shall be refunded to Customer upon Vendor's receipt of Vendor Hardware.

XIII. ACTIONS FOLLOWING TERMINATION

- A. Within ten (10) days of termination, the Customer will remove all Software from its equipment (and warrant in writing it has done same), return to the Vendor all of the Software as defined above, return to the Vendor the Vendor Hardware in good condition, normal wear and tear excepted, and cease any and all attempts to use same. Termination of the license or this Agreement does not relieve either party's duties of confidentiality as herein described, which said duties survive termination. If the Customer does not return the Software or Vendor Hardware, the Vendor shall be entitled to such remedies at law and in equity as may be provided by law, including injunctive relief. The Customer acknowledges that the use of the Software in contravention of the terms and conditions of this Agreement would cause irreparable harm to the Vendor, which harm may not be recoverable in damages. Therefore, during the term of the resolution of any dispute concerning the terms and conditions of this Agreement, Vendor shall have the right to restrain, by any and all legal or equitable remedies, the unauthorized use of the Software.
- B. Throughout the term of this Agreement, both parties will use commercially reasonable efforts to backup the PioneerRx server and data for disaster recovery and restoration purposes. For avoidance of doubt, Customer is solely responsible for complying with all applicable local, state and Federal laws regarding document retention and accessibility, both during and after the term of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Unless the customer is tax exempt, the Customer shall, in addition to the payments required hereunder, pay all use, transfer or other taxes, whether federal, state or local, however designated, which are levied or imposed by reason of this transaction; excluding, however, income taxes on profits which may be levied against Vendor. Customer shall reimburse Vendor for the amount of any such taxes paid or accrued by Vendor as a result of this transaction.
- B. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the addresses noted on the Coversheet (or at such other address for a party as shall be specified in a notice given in accordance with this section).
- C. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement: 1) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or 2) any act, omission or course of dealing between the parties.
- D. If any term or condition of this Agreement is found to be invalid, unenforceable or illegal under the laws of the jurisdiction where enforcement is sought whether on the basis of a court decision or of arbitral award applicable to the entire Agreement, then such invalid, unenforceable or illegal term or condition shall not affect the remaining terms and conditions of this Agreement or render such term or condition unenforceable in any other jurisdiction.
- E. This Agreement, together with the Coversheet, appendices and exhibits as attached hereto, constitute the sole and entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to the subject matter hereof. No amendment to this Agreement shall be binding unless it is in writing and executed by both parties. Both Customer and Vendor expressly declare that any previous PioneerRx System Agreement(s) covering any of the Software, Vendor Hardware and/or Equipment described herein are hereby null and void for such Software, Vendor Hardware and/or Equipment.
- F. Neither party hereto is, to its knowledge, subject to any restriction from any third party or entity which would prevent its full and complete compliance with this Agreement.

- G. **Survival.** The provisions of Articles II Software and Vendor Hardware Ownership, III Vendor-Created Software and Confidentiality, IV Software Warranties and Limitations of Liability, VII Equipment Warranties and Limitations of Liability, XIII Actions Following Termination, and XIV Miscellaneous Provisions, as well as any other provision that must survive in order to give proper effect to its intent, shall survive any cancellation, termination, or rescission of this Agreement.
- H. This Agreement, any rights, duties or obligations hereunder, the license granted hereunder or any Appendices hereto shall not be assigned, transferred, or sublicensed by Customer, whether by merger, consolidation, operation of law or otherwise to any person or entity, in whole or in part, without the prior written consent of the Vendor. Any attempt to do so by Customer shall be null and void.
- I. Each party shall be excused from performing hereunder for any period it is prevented from performing any services or obligation under this Agreement, in whole or in part, as a result of any act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, including shortages or fluctuations in electrical power, heat, light, and air conditioning, and such nonperformance shall not be a ground for termination or default.
- J. If any legal action or other proceeding, including arbitration or mediation, is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be paid its reasonable attorney's fees and other costs incurred in that action or proceeding in addition to other relief to which it may be entitled.
- K. The rights and remedies provided in this Agreement and all other rights and remedies available to either party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available to law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy.
- L. Any conflict, litigation, arbitration or resolution of any dispute related to or arising from this Agreement or the rights and duties of the parties shall be construed exclusively under the laws of Louisiana. Venue for all such litigation or arbitration shall be exclusively in Shreveport, Louisiana. Notwithstanding the foregoing, Vendor reserves the right to seek injunctive remedies (or an equivalent type of urgent legal relief) in any appropriate jurisdiction. The parties agree that this Agreement is not a contract for the sale of goods; therefore, this Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act (UCITA).
- M. This Agreement is entered into solely for the benefit of Vendor and Customer and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.
- N. **Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between the parties or an employee/employer or agency

relationship. The parties shall be independent contractors and neither party shall have any express or implied right or authority to assume or create obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Each party shall be liable for the acts and omissions of its employees and agents while performing their duties. The execution of this Agreement by each of the individuals whose signature is set forth below, has been duly authorized by all necessary corporate action.

- O. The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement. Headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. Appendices referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.
- P. **NOTHING HEREIN SHALL BE DEEMED OR INTERPRETED TO BE OR PROMOTE THE PRACTICE OF MEDICINE OR ANY CLINICAL PRACTICE BEYOND THE APPLICABLE AUTHORIZED SCOPE OF LICENSURE BY PHARMACY. ALL TERMS, CONDITIONS AND POLICIES ARE SO CONDITIONED AND SHALL BE INTERPRETED ACCORDINGLY.**

XV. DATA USE AND REMS PROGRAMS

A. Data Use.

In accordance with HIPAA and any other applicable State or Federal law, Customer hereby grants Vendor a license to, and the right to collect, use, disclose and distribute data elements contained in Customer's pharmacy data from all customer locations ("Pharmacy Data") for any of the following purposes:

1. To provide de-identified Pharmacy Data to drug manufacturer data reporting or aggregation programs,
2. To use de-identified Pharmacy Data for legislative, research and industry-related purposes or programs,
3. For treatment, payment or health care operations,
4. For such other optional programs as Customer may enroll in from time to time, and
5. As required by law

B. Risk Evaluation and Mitigation Strategies.

1. Risk Evaluation and Mitigation Strategies ("REMS") programs are government-required risk management plans that use risk minimization strategies beyond the professional labeling to ensure that the benefits of certain prescription drugs outweigh their risks. PioneerRx enables required reporting so pharmacies can participate in various REMS programs. Customer acknowledges that it may be required to complete registration, qualify for eligibility, complete training, fulfill reporting and perform other obligations to meet a Program Sponsor's requirements. Customer authorizes wholesalers/distributors to send full

distribution and purchasing data, including without limitation unblinded or unblocked 867 data, for all enrolled Customer locations to switch provider (or its subcontractor) and the Program Sponsor and their respective agents. Customer will execute an additional written data delivery authorization if requested. Customer shall permit all required reporting for all Program Drug dispensing.

2. Vendor's Software supports reporting to the REMS programs, including submission of the required PHI in each billing (claim) request for the Program Drug.
3. Customer acknowledges that when processing a claim utilizing the switch system under the Program, a billing request for the Program Drug will not pass to the payer, or cash prescription processor, if the prescriber, patient, or Customer enrollment is not verified. Customer further acknowledges that use of a REMS Program drug may carry severe health risks to the patient and therefore, in addition to the enrollment requirements for prescriber, patient and Customer, the prescription processor may also have additional validation requirements, including acceptable lab results, etc. Customer acknowledges that FDA Assessments may be required for REMS.
4. Notwithstanding anything in this Agreement to the contrary, Customer hereby authorizes the REMS Administrator, in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended, to access and use its historical and prospective prescriptions claims data processed over REMS processing networks on behalf of Customer under the Agreement, including without limitation any distribution or purchasing data from wholesalers of the Program Drugs for purposes of (i) analyzing, identifying, designing and/or enabling a REMS service; (ii) developing communication documentation for such services for both Program Sponsor(s) and Customer; (iii) and to de-identify and use de-identified data to provide the Program Sponsor(s) and prospective program sponsors with reports and information (including any fees paid, which will be aggregated), for purposes of implementing, maintaining, supporting, monitoring or improving the REMS Program, and (iv) any other purpose required by law. These reports may contain information aggregated by NABP number. In addition, Customer hereby authorizes the switch provider and its subcontractors to include Customer's name in its list of customers who have agreed to participate in Programs where such list may be provided to potential Program Sponsors or distributors of the Program Drug or in a list of customers who are participants in a specific Program.
5. Customer acknowledges that the FDA or Program Sponsor may mandate modification, suspension or termination of a Program. The switch provider reserves the right to modify, suspend or terminate any REMS service for any reason, without liability to the switch provider.

APPENDIX A:
Optional Enrollment Forms:
GUARANTEED REBILLING SERVICE AGREEMENT
AUTHORIZATION AGREEMENT FOR AUTOMATED BILL PAYMENT

Agreements to follow on next page(s).

Addendum
To the
PioneerRx System Agreement

RxLocal Partner Network

This addendum to the PioneerRx System Agreement by and between PioneerRx, LLC ("PioneerRx") and Jefferson Community Health Center dba Inclusive Care ("Customer") is entered into and effective on the latest date signed below.

RxLocal Partner Network is a proprietary service offered by PioneerRx designed to improve patient care by connecting Specialty pharmacies, Community pharmacies, and patients and leveraging pharmacist and pharmacy capabilities at the site of care that is most appropriate to specific patient needs.

Customer is currently a customer of PioneerRx, using the PioneerRx Pharmacy Management System.

PioneerRx and Customer desire to modify the agreement as described below.

The parties agree as follows:

1. The following is added to the System Agreement as **Article XVI. RxLocal Partner Network:**

A. Definitions

Community pharmacy. A Community pharmacy is a retail pharmacy, supermarket pharmacy, a chain pharmacy, long-term care pharmacy or any pharmacy licensed to dispense medications to the general public where the primary mode of dispensing is not mail order.

Specialty pharmacy. Specialty pharmacies manage the handling and service requirements of specialty pharmaceuticals, including dispensing, distribution, reimbursement, case management, and other services specific to patients with rare or chronic diseases where the primary mode of dispensing is mail order.

Originating Pharmacy. An Originating Pharmacy is a Community or Specialty pharmacy with the primary/initial relationship with the patient. Unless the pharmacies have a written agreement to the contrary, non-Originating Pharmacies agree to respect the relationship that an Originating Pharmacy has with its patient and not solicit patients to switch pharmacies.

B. Conditions of Participation

All standard Community and Specialty Pharmacies using PioneerRx software and offering the minimum specified services at they exist and may be modified from time to time (RxLocal Partner Network Minimum Standards) are eligible to participate in the RxLocal Partner Network service. Participating pharmacies agree to make a good faith effort to meet the minimum standards of a RxLocal Partner Network pharmacy within 6 months of enrollment in the program.

The intent of this program is that the Specialty Pharmacy will fill specialty medication prescriptions and the Community Pharmacy will fill all other medication prescriptions. All RxLocal participants will benefit if each respects the Originating Pharmacy's patient relationships.

If the Community Pharmacy is the Originating Pharmacy:

The Community Pharmacy may fill any of the prescriptions presented to the pharmacy by a patient or prescribing physician if it has the appropriate capabilities, network access and payer access.

If the Community Pharmacy chooses to, or is not a suitable site to dispense specialty medications, then the Community Pharmacy will triage the specialty medications through RxLocal Partner Network to a Specialty Pharmacy.

If the Specialty Pharmacy receives a specialty medication prescription from an Originating Community Pharmacy, the Specialty Pharmacy agrees to not solicit or acquire prescriptions for any other medications for that patient.

If the Specialty Pharmacy is the Originating Pharmacy:

The Specialty Pharmacy shall, at its discretion, send the specialty medication and any other medications to the Community Pharmacy for delivery to the patient.

The Community Pharmacy may fill any medications obtained through this relationship that the Specialty Pharmacy does not desire to fill.

If the Community Pharmacy does not fill any medications with the patient receiving specialty medications, they may opt out of providing delivery services to the patient or may charge the Specialty Pharmacy a delivery fee of eight

A participating pharmacy shall not solicit an Originating Pharmacy's patients, customers or providers during the term of this Agreement and for 12 months following its termination or expiration. PioneerRx reserves the right, but not the obligation, to investigate any reported or detected violations of the conditions of participation in RxLocal Partner Network. In its sole discretion, PioneerRx may immediately exclude from the RxLocal Partner Network service, and/or with 90 days' written notice terminate the System Agreement of any participating pharmacy found to be in material violation of the prohibition against solicitation of an Originating Pharmacy's customers.

Notwithstanding the previous requirements, if the patient and/or prescriptions originate from a cooperative marketing arrangement between a Specialty Pharmacy and a Community Pharmacy, the pharmacies shall adhere to the terms of their written agreement.

C. Community Pharmacy Services and Responsibilities

Participating Community Pharmacies must direct patients to the dispensing Specialty Pharmacy for issues relating to Specialty Pharmacy medications unless the Community Pharmacy has a specific agreement with the participating Specialty Pharmacy.

Upon receipt of the specialty medication from the Specialty Pharmacy, the Community Pharmacy will store the medication appropriately until the patient arrives to take possession.

When the patient picks up his prescribed medications, the Community Pharmacy will also obtain the patient signature for receipt of medications, including the specialty medication(s), and agrees to notify the Specialty Pharmacy of the successful delivery. This notification can be done via phone, fax or through PioneerRx.

D. Specialty Pharmacy Services and Responsibilities

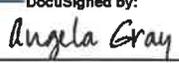
The Specialty Pharmacy will collect payment for the medication prior to shipping to the pharmacy. The specialty medications will be mailed from the Specialty Pharmacy to the Community Pharmacy location. The Specialty Pharmacy agrees to notify the Community Pharmacy when the medication is shipped, the tracking information and when it will be delivered via phone, fax, or through facilitation by PioneerRx.

E. Fees.

There are no fees to participate in the RxLocal Partner Network service. In certain circumstances, a Community Pharmacy may be paid by a Specialty Pharmacy to deliver medications to patients or to provide other services.

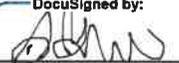
2. To the extent that Customer receives Confidential Information (as defined in the System Agreement) of another party participating in RxLocal Partner Network, it will maintain the confidentiality of such information and not use or disclose the Confidential Information except as permitted by the System Agreement.
3. Either party may terminate this Addendum for convenience with 30 days' written notice to the other party.
4. This addendum is subject to all the terms and conditions of the System Agreement executed by the parties and except as set forth in this Addendum, the System Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement or any earlier Addendum, the terms of this Addendum will control.
5. The undersigned have executed this Addendum, as of the Effective Date shown above.

PioneerRx, LLC
dba Inclusive Care

DocuSigned by:

Angela Gray, Vice President of Accounting

Date Signed: 12/26/2019

Customer: Jefferson Community Health Center

DocuSigned by:

Name, Title: Shondra Williams, Dr CEO

Date Signed: 12/18/2019

BUSINESS ASSOCIATE AGREEMENT

HIPAA "Omnibus" Final Rule Update

This Agreement is made effective **12/18/2019** by and between Jefferson Community Health Center dba Inclusive Care, hereinafter referred to as "Covered Entity", and PioneerRx, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule" and the "HIPAA Security Rule"); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as "the HITECH Act" has amended HIPAA and the HIPAA regulations, including HIPAA's Administrative Simplification provisions; and

WHEREAS, amendments to the HIPAA Regulations contained in the HIPAA Omnibus Final Rule became effective on March 26, 2013, and amended HIPAA's Privacy, Security, Breach Notification and Enforcement Rules; and

WHEREAS, The requirements of the HIPAA Administrative Simplification Regulations (including the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules) implement sections 1171-1180 of the Social Security Act (the Act), sections 262 and 264 of Public Law 104-191, section 105 of 492 Public Law 110-233, sections 13400-13424 of Public Law 111-5, and section 1104 of Public Law 111-148.

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, all terms in this Agreement shall have the definitions set forth in the current HIPAA Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this

Agreement shall control.

Protected Health Information -- The term "Protected Health Information" (abbreviated as "PHI") means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Covered Entity – The term "Covered Entity" (abbreviated as "CE") means 1.) a health plan; 2.) a health care clearinghouse; 3.) a health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.

Business Associate – The term "Business Associate" (abbreviated as ("BA") means, with respect to a Covered Entity, a person who: 1.) On behalf of such Covered Entity or of an organized health care arrangement (as defined in this section) in which the Covered Entity participates, but other than in the capacity of a member of the workforce of such Covered Entity or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity regulated by this subchapter, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or, 2.) Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data aggregation (as defined in § 164.501 of this subchapter), management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of protected health information from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.

Business Associates, under the 2013 HIPAA Final Rule amendments, include the following:

- Subcontractors.
- Patient safety organizations.
- HIOs - Health Information Organizations, including Health Information Exchanges (HIEs) and regional Health Information Organizations.
- E-Prescribing gateways.
- PHRs - Personal Health Record vendors that provide services on behalf of a covered entity. PHR vendors that do not offer PHRs on behalf of CEs are not BAs.
- Other firms or persons who "facilitate data transmission" that requires routine access to PHI.

HIPAA Rules – The term "HIPAA Rules" means the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic media by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(A) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as

set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA Privacy Rule and Security Rule that may apply to Business Associate.

(B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) the disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate agrees that it is required under the amended HIPAA regulations to

comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative, Physical, and Technical safeguard requirements.

- (b) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.
- (c) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (d) Business Associate agrees that it may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- (e) Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.
- (f) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (g) Breach Disclosures to Covered Entity: Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware; and any security incident of which it becomes aware. Further, Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of 45 CFR 164.410 of the amended HIPAA regulations. Specifically, the following shall apply:
 - i. A breach is considered discovered on the first day the Business Associate knows or should have known about it.
 - ii. In no case shall the Business Associate notify the Covered Entity of any breach later than 30 days after a breach is discovered.
 - iii. Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information, and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.
 - iv. For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.
- (h) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (i) Business Associate agrees to apply HIPAA's Minimum Necessary Standard to all uses, disclosures, and requests for Protected Health Information, and to make reasonable efforts to limit the Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

- (j) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 CFR § 164.524.
- (k) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual.
- (l) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.
- (m) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- (n) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section III of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

IV. AVAILABILITY OF PHI

- (a) Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.
- (b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.
- (c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

V. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement immediately.

Upon termination of this Agreement for any reason, Business Associate agrees to return to Covered Entity all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business associate shall retain no copies of the Protected Health Information in any form or medium.

VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Rules, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Louisiana. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing, For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party.

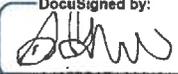
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

Covered Entity:

Jefferson Community Health Center dba Inclusive Care

3932 US Hwy 90

Avondale, LA 70094

DocuSigned by:
By: 

Print Name: Shondra williams

Title: CEO

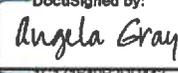
Date: 12/18/2019

Business Associate:

PioneerRx

408 Kay LN

Shreveport, LA 71115

DocuSigned by:
By: 

Print Name: Angela Gray, CPA

Title: Vice President of Accounting

Date: 12/18/2019

APPENDIX B:

HARDWARE PURCHASE AND INSTALLATION AGREEMENTS

Agreements to follow on next page(s).