



# LASSEN COUNTY

## Health and Social Services Department

- ☐ **HSS Administration**  
1345 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8128
- ☐ **Public Guardian/Administrator**  
1345 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8337
- ☐ **Housing & Grants**  
1445 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8309
- ☐ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251 - 8108
- ☐ **Public Health**  
1445 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8183
- ☒ **Community Social Services**  
1400 Chestnut Street, Ste A  
Susanville, CA 96130  
  
**LassenWORKS**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251 - 8152  
  
**Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251 - 8277  
  
**Adult Services**  
1400 Chestnut Street, Ste B  
Susanville, CA 96130  
(530) 251 - 8158  
  
**Family Solutions/Wraparound**  
1400 Chestnut Street, Ste C  
Susanville, California 96130  
(530) 251 - 8340

**Date:** August 26, 2025

**To:** Tom Neely, Chairman  
Lassen County Board of Supervisors

**From:** Jayson Vial, Director  
Community Social Services

**Subject:** Agreement Between Fidelity EHR and Lassen County for electronic health record software subscription with a Maximum Amount of \$59,225.00 for the term of execution of the agreement, and shall continue for 3 years.

### Background:

Family Solutions (Wraparound) is requesting the Board's approval of a contract with Fidelity EHR to implement an electronic health record (EHR) for the Family Solutions — Wraparound program. Fidelity EHR will standardize and streamline clinical documentation, simplify reporting and audits, and support the County's anticipated program certification in 2026. These improvements will reduce administrative burden on staff, strengthen fidelity to the Wraparound model, and promote consistent, trauma-informed care for the youth and families we serve. Fidelity EHR also provides a flexible repository for participant information, facilitates timely communication among team members, supports supervision and staff evaluation, and enables near real-time monitoring of service delivery, costs, and outcomes.

### Fiscal Impact:

This Agreement will be paid from the Family Solutions – Wraparound Fund/Budget Unit No. 110-0754

### Action Requested:

- 1) Approve the agreement with Fidelity EHR; and 2) Authorize the County Administrative Officer or his Designee to execute the agreement

**Mailing Address:**  
PO Box 1180  
Susanville, California 96130





## MASTER SERVICES AGREEMENT

The parties to this Master Services Agreement ("Agreement") are:

Social TecKnowledge LLC, a Delaware limited liability company DBA FidelityEHR ("FIDELITYEHR")	Full Legal Name: Lassen County by and through Lassen Family Solutions
1704 Llano St, B142 Santa Fe, New Mexico 87505	Notice Address: Community Social Services 1400 Chestnut St. STE A Susanville, CA 96130
Business and Invoice Contact: Mary Hyde Invoice Email: mhyde@fidelityehr.com	Invoices Contact: Melissa Reed Invoices Telephone: 530-251-2658 Invoices Email: MReed@co.lassen.ca.us
Technical and Professional Services Support Contact: Michelle Taylor Technical and Professional Services Support Email: michelle.taylor@fidelityehr.com	Technical Contact: Melissa Reed Technical Telephone: 530-251-2658  Technical Email: MReed@co.lassen.ca.us
TIN: 46-1739053	TIN:

The parties hereby agree as follows:

1. Scope of this Agreement: FIDELITYEHR offers a variety of Solutions on a software as a service subscription basis. This Agreement will apply to any Services provided by FIDELITYEHR, which will be requested pursuant to a Service Request Form ("Request Form") that references this Agreement. Customer's initial Request Form is attached and incorporated into this Agreement. Additional terms may apply to individual Services, and will be referenced in or attached to the Request Form. In the event of a conflict, the Request Form will take precedence over the additional terms, and the additional terms will take precedence over this Agreement, except that the HIPAA Business Associate Agreement attached and incorporated as Exhibit A will take precedence over the Request Form. Each individual Request Form, collectively with this Agreement and any additional terms is an independent contract ("Contract"). Specific terms applicable to the Services ordered on one Request Form do not apply to Services ordered on a different Request Form.
2. Grant of Rights; Scope of Use:
  - a. Subject to the terms and conditions of the Contract, FIDELITYEHR grants to Customer, a worldwide, non-exclusive and non-transferable limited right and license (without rights to sublicense) to access and use the Services solely through FIDELITYEHR's hosted environment via FIDELITYEHR's Website for the Term and solely for Customer's internal business purposes, and not as a service bureau.
  - b. Fees for the Services are based upon the metrics identified in the applicable Request Form. Customer acknowledges that any increase in its metrics may lead to an increase in the fees charged by FIDELITYEHR for Customer's access to and use of the Services. FIDELITYEHR will reconcile actual use vs. subscription metrics on a quarterly basis throughout the term of the contract.





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3. Features of a Software as a Service Solutions: FIDELITYEHR's software as a service Solutions include the following as part of the subscription fee:
  - a. FIDELITYEHR shall host the Solutions via a FIDELITYEHR-controlled Website;
  - b. FIDELITYEHR shall provide help service desk, error correction, and maintenance services for the Solutions as per its most-current published Service Level Agreement, attached and incorporated as Exhibit B ("Service Level Agreement");
  - c. FIDELITYEHR shall make updates to the Solutions to the most recent version on a periodic basis without additional cost to the Customer. Customer is responsible for upgrading any custom interfaces.
  - d. FIDELITYEHR shall use industry standard accepted security protocols to prevent unauthorized access to the Content and to prevent transmission of any malicious software to Customer. FIDELITYEHR will provide information and/or copies of such protocols to the Customer upon Customer's request.
  - e. FIDELITYEHR shall back up data and maintain a disaster recovery plan in accordance with its most current Service Level Agreement.
4. Payment Terms: Customer shall promptly pay the fees identified in Schedule A of the Request Form(s): (i) subscription fees are due at time of contract signing and quarterly in advance thereafter, and (ii) implementation, training, travel reimbursement, and consulting fees are due within thirty (30) days from date of invoice from FIDELITYEHR.
  - a. In the event payment is not made when due, Customer shall pay interest on the unpaid amount equal to one percent (1%) per month or the highest rate permitted by law, whichever is less, as long as the prime rate as reported by the Wall Street Journal remains less than ten percent (10%). Should the prime rate be ten percent (10%) or higher, interest on unpaid amounts shall be equal to one and one-half percent (1.5%) per month or the highest interest rate permitted by law, whichever is less. Customer shall be responsible for any sales taxes or gross receipts taxes which may be applicable to the Services provided under the Contract. Interest shall not accrue on portions of invoices that are disputed in good faith if the dispute is detailed in a written notice received by the payment due date, and the undisputed portions of the invoice are paid on time.
  - b. Fees do not include any foreign, federal, state or local sales, use, gross receipts, or other similar taxes, however designated, levied against the licensing, delivery, use or support of the Services. Customer shall timely pay all such taxes imposed on Customer and will reimburse FIDELITYEHR for all such taxes imposed on FIDELITYEHR, provided, however, that Customer shall not be liable for any taxes based on FIDELITYEHR's net income. Customer must provide proof of its tax-exempt status, if any at time of contract signing, or applicable taxes will be assessed.
5. Notice: Any notices, approvals, consents or other communication required or permitted by the Contract shall be in writing and shall be sent by registered or certified U.S. mail, return receipt requested, by hand delivery, or by Federal Express or similar expedited delivery service to the addresses which appear on the first page of this Agreement, or to such other addresses as shall be furnished upon notice by one party to the other. All such notices or other communications shall be deemed to have been received on (i) the date received if personally delivered, (ii) four (4) business





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days after the date of posting if delivered by mail, or (iii) the date of receipt, if delivered by Federal Express or similar expedited delivery service.

### 6. Default and Termination:

- a. An event of default is: (i) a failure by either party to comply with any material obligation under the Contract; if (ii) such non-compliance remains uncured for more than thirty (30) days after receipt of written notice thereof, or such lesser period of notice as may be expressly provided for a specific breach under the Contract.
- b. If an event of default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity (except as limited by this Agreement), may terminate the Contract and all licenses granted thereunder by giving written notice to the defaulting party. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.
- c. The Initial Term of any Contract under this Agreement is 1 year, unless clearly stated otherwise on the applicable Request Form. After the Initial Term, the Contract will renew for up to two (2) additional, successive one-year renewal terms at FIDELITYEHR's then-current standard rates unless a notice of termination is delivered from one party to the other at least 90 days prior to the commencement of the renewal term. FIDELITYEHR shall provide at least one hundred and twenty (120) days' notice of price increases which will be applicable to the next renewal term. After the Initial Term, the Contract may be terminated by either party upon ninety (90) days' prior written notice to the other party. The applicable Request Form may identify a monthly cost for the Services; such monthly cost is for identification purposes only; if Customer terminates prior to the end of the Initial Term for any reason other than an uncured breach by FIDELITYEHR, Customer shall continue to be responsible for payment of the entire subscription fee for the Initial Term or renewal term, or four (4) months of subscription fees, whichever is less. If the terminated Contract was being performed in whole or in part on a time and materials basis, Customer shall pay for all time and material costs incurred prior to the effective date of termination.
- d. Termination for nonpayment will be effective immediately by FIDELITYEHR in the event Customer fails to pay amounts due under this Agreement, and further fails to cure such non-payment within ten (10) days of the date on which notice of non-payment is received by Customer. Upon termination, all licenses granted under the Contract are automatically terminated and Customer loses the right to utilize the Services. If FIDELITYEHR terminates due to the uncured breach of Customer, Customer shall continue to be responsible for payment of the subscription fee following the effective date of termination as provided in Section 6.C. above.
- e. Upon Customer's written request, FIDELITYEHR shall provide Customer with a password-protected, digital copy of all content collected by Customer or its Authorized End-Users via the Solutions on a USB flash drive, in CSV file format, at FIDELITYEHR's current fee (\$3,000.00 per copy as of the date of this Agreement). If Customer has paid all undisputed invoices and all resolved disputed invoices at the time of expiration or termination, such USB flash drive shall be delivered within 30 days of the effective date of termination. If there are outstanding undisputed invoices or disputed invoices that have not been resolved, such USB flash drive shall be delivered within 30 days of resolution and payment of such invoices.
- f. FIDELITYEHR shall maintain all records related to this Agreement for a period of at least six (6) years after termination, and for such a longer period of time if required by the provisions of





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Customer's Substance Abuse and Mental Health Services Administration (SAMHSA) federal grant. FIDELITYEHR shall permit SAMHSA, the United States Comptroller General, and Customer through a duly authorized representative, access to all records related to this Agreement for purposes of making audit, examination, copies, excerpts, and transcripts as are necessary to remain in compliance with the terms and conditions of Customer's SAMHSA federal grant.

- g. In the event of any termination the provisions of the Contract concerning payment, and the sections of this Agreement titled "Notice," "Default and Termination," "Indemnification and Limitation of Liability," "Confidentiality," "Identification," and "General" shall survive as necessary to effectuate their purposes and shall bind the parties and their legal representative, successors, and permitted assigns.

### 7. Assignments and use by Third Parties:

- a. Neither party shall assign any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the generality of the preceding sentence, the preceding sentence shall not prohibit (i) the assignment by either party of all of its rights and obligations under this Agreement in connection with a sale of substantially all of the assets of the assigning party, (ii) any acquisition of all or substantially all of the equity of either party, or (iii) the statutory merger, reorganization, or consolidation of either party into any other entity.
- b. If Customer desires to provide a third party with access to the Solutions at Customer's expense or to give a third party access to Customer's configuration of the Solutions, with the third party paying the applicable subscription fees, Customer must first obtain FIDELITYEHR's prior written consent, which FIDELITYEHR will not unreasonably withhold. Upon consent, FIDELITYEHR will work with Customer and the third party to draft an appropriate agreement. Third parties who have access to the Solutions at Customer's expense will still need to agree to certain portions of the Contract.

### 8. Indemnification and Limitation of Liability:

- a. FIDELITYEHR shall indemnify and defend Customer against any claims that any software or materials supplied by FIDELITYEHR in the course of delivering the Services infringes any United States or Canadian patent or copyright, provided that the FIDELITYEHR is given prompt written notice of such claim and is given information reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim FIDELITYEHR shall, in its reasonable judgment and at its option and expense: (i) obtain for the Customer the right to continue using the Solutions; (ii) replace or modify the Solutions so that they become non-infringing while giving equivalent performance; or (iii) terminate the Contract and refund to Customer any subscription fees previously paid for time periods occurring after termination. There shall be no liability or obligation to indemnify or defend Customer to the extent the alleged infringement or misappropriation is based on: (i) a modification of the Services made at the direction of Customer or made by anyone other than FIDELITYEHR; (ii) use of the Website other than in accordance with the Documentation; or (iii) use of the Website other than in conjunction with the Services.
- b. Customer shall indemnify and defend FIDELITYEHR against any claims that the Content supplied by the Customer infringes any United States or Canadian patent or copyright, provided that the Customer is given prompt written notice of such claim and is given information,



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reasonable assistance, and sole authority to defend or settle the claim. There shall be no liability to indemnify or defend FIDELITYEHR to the extent the alleged infringement or misappropriation is based on: (i) materials provided by anyone other than the Customer, Customer's Authorized End-Users, or persons accessing the Solutions using Authorized End-Users' access credentials; or (ii) use of the Content other than in conjunction with the Services.

- c. Notwithstanding the indemnities contained in subparts A through C above, in no event shall either party be liable for any incidental or consequential damages of any kind, whether arising from negligence, breach of any warranty or other term or condition of this Agreement, on the basis of strict liability, or otherwise, even if such party has been notified of the possibility of such damages. Except for violations of intellectual property rights, in no event shall either party's total liability, if any, under this Agreement for damages of any kind exceed the actual amounts paid or payable to FIDELITYEHR by Customer under the Contract during the twelve month period immediately preceding the action from which the claim arises or, in the case of the first year of the Contract, during the first twelve months of the Contract.

### 9. Confidentiality:

- a. Each party shall hold all non-public information received from the other party as confidential and shall not disclose such information to third parties unless (i) such information becomes generally available to the public other than as a result of disclosure by the party wishing to disclose such information; (ii) such information was known to the party wishing to disclose such information or available to such party on a non-confidential basis, prior to its disclosure by the other party; or (iii) such disclosure is required by law, including but not limited to disclosures mandated by public records laws. In the case of disclosures required by law, when such notice is not prohibited by law, the party holding the confidential information shall give the owner of the confidential information prompt notice of the disclosure requirement and an opportunity to defend against or limit such disclosure.
- b. Customer's Content is presumed to be confidential. The software underlying the Solutions and the user interface used for the Solutions is presumed to be confidential.
- c. To the extent that either party's confidential information received pursuant to this Agreement falls within the definition of the Gramm Leach Bliley Act and/or the Health Insurance Portability and Accountability Act, each party will comply with such laws and their implementing regulations.
- d. Neither party shall utilize the other party's confidential information for any purpose other than the purpose for which it was supplied. Notwithstanding the foregoing, FIDELITYEHR shall be entitled to use data supplied by Customer in creating statistical compilations of data that do not contain information permitting the data to be traced to Customer or any individual person. Such compilations are strictly for FIDELITYEHR's internal business purposes, such as server load and processing speed monitoring. Compilations shall not be shared with any external party, shall not include sensitive data such as social security numbers or bank account numbers and shall be in compliance with all applicable data privacy laws.
- e. Each party shall maintain all personal information in compliance with applicable data privacy laws. In the event that there is a breach of a party's security measures resulting in the disclosure of personally identifiable data, such party will comply with all statutory requirements concerning





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the provision of notice of such breach to the impacted persons and to appropriate agencies (if applicable) and will be responsible for any remedial measures required by statute.

### 10. Ownership:

- a. Customer shall not store any Content via the Solutions unless it owns or has the right to use such Content. FIDELITYEHR obtains no ownership rights in Customer's Content.
- b. Customer obtains no ownership rights in the Services or the results of the Services or any software FIDELITYEHR uses to operate the Solutions. The Solutions are highly configurable and many of FIDELITYEHR's customers may use configurations similar to ones used by Customer. FIDELITYEHR reserves the right to offer any configuration it has made for Customer as a template for other customers.
- c. Should the parties agree to any customization of the Solutions for Customer, FIDELITYEHR shall own all such customizations. Similar customizations may be offered to other FIDELITYEHR customers.
- d. Customer shall ensure that its Authorized End-Users are either employees working within the scope of their employment or independent contractors subject to a valid assignment of intellectual property rights to Customer. To the extent, if at all, that Customer has or acquires any right, title, or interest in or to the Services, the results of the Services, or any customizations, modifications, improvements, or derivations of the Solutions, Customer hereby assigns such right, title, and interest to FIDELITYEHR for no additional consideration.

### 11. Monitoring Use of the Service: FIDELITYEHR reserves the right to monitor Customer's and its Authorized End-Users' access and usage of the Services and the Website to ensure Customer and its Authorized End-Users' compliance with the terms and conditions of the Contract. FIDELITYEHR does not monitor the Content unless it has been provided with information suggesting that the Content violates law. Customer will use commercially reasonable efforts to ensure that the information Customer and its Authorized End-Users transmit through the Service complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force. Notwithstanding any term or provision to the contrary contained in the Contract, FIDELITYEHR reserves the right, in its sole and absolute discretion, to suspend an Authorized End-User's access or Customer's access to the Services for any violation of the law. FIDELITYEHR shall immediately inform Customer of the suspension and provide assistance to cure the violation in a timely fashion. In the event of such suspension or termination, FIDELITYEHR will provide written notice of the action and the reason for such action. If a cure of the violation is possible, FIDELITYEHR will restore access following the cure. In the event of repeated violations by the same Authorized End-User, FIDELITYEHR may reasonably refuse to restore access to such Authorized End-User or terminate the Contract. Except where monitoring indicates a violation of law, FIDELITYEHR's monitoring is subject to the confidentiality restrictions of this Agreement.

### 12. Identification: Each party, while this Agreement is in effect, hereby authorizes the other party to use such party's name and identifying characteristics in customer or business partner lists and for other general marketing purposes. Each party represents that its name appearing at the beginning of this Agreement is its correct legal name and it shall pay all litigation costs and reasonable attorneys' fees incurred by the other party in establishing the identity of the parties if it has provided an incorrect name. Capital Adoptive Families Alliance (CAFA) has the right to review and approve the use of their name.



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13. General: This Agreement shall be governed by the laws of the State of California without regard to their choice of law principles. Venue for any action arising out of this Agreement or a Contract hereunder shall be in the state and federal courts for the state of California, and both parties consent to the personal jurisdiction and exclusive venue of such courts. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. The Contract, being this Agreement, the applicable Request Form, and any additional terms attached to the Request Form constitute the entire agreement between the parties concerning the Services ordered on that Request Form. All prior representations, understandings and agreements between the parties with respect to the transactions contemplated hereby (including without limitation all promotional literature of FIDELITYEHR) are superseded by the terms of the Contract. Except for a Request Form executed by both parties, no Request Form or other ordering document that purports to modify or supplement the printed text of this Agreement or any Contract shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by either party) are objected to and deemed material unless agreed to in writing. There are no third party beneficiaries of this Agreement. Except with respect to failures to timely pay any amounts due and owing under a Contract, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties. This Agreement may be signed in multiple counterparts, each of which shall have the force and effect of an original. The parties agree that the signed document may be transmitted via facsimile or as a scanned document via email (in each case, a "fax copy"), in which case the recipient's fax copy shall be considered an original. In the event that there are differences between an earlier received fax copy and a later received hard copy, the fax copy shall govern.
14. Definitions: In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:
- a. "Authorized End-Users" means Customer's employees, personnel, agents or consultants who are authorized by Customer to access and use the Services concurrently at any one time during the Term. A Person identified in this definition as an "Authorized End-User" shall not be considered an "Authorized End-User" unless and until he, she, they, or it has been added to the system as a User, regardless of whether they have logged in to the application. Authorized end users are also referred to as 'Core Users'.
  - b. "Content" means any and all documents, materials, information or data collected, stored, transmitted, and retrieved by a Customer or its Authorized End-Users, in and through the Services.
  - c. "Documentation" means any written or electronic user guides, manuals, or other copyrightable materials (whether or not registered) provided by FIDELITYEHR to Customer in connection with this Agreement.
  - d. "Party" or "Parties" means each of FIDELITYEHR and Customer individually, or FIDELITYEHR and Customer collectively.





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- e. "Person" means any individual or entity, including, without limitation, partnership, corporation, limited liability company, limited liability partnership, association, trust, joint venture, or unincorporated organization.
- f. "Services" mean, collectively, the Solutions, the Website, the Documentation, and any other property or services of any kind or character provided by FIDELITYEHR in connection with this Agreement.
- g. "Update," means a modification, upgrade or update to the Solutions that is completed according to FIDELITYEHR's exclusively determined timeline and specifications. Updates exclude new Services for which FIDELITYEHR charges separately.
- h. "Website" means one or more exclusively available, secure URLs established by FIDELITYEHR for Customer based upon the terms and provisions of the applicable Request Form(s).

This Agreement is not binding unless executed by both parties by June 1st, 2025..

**Lassen Family Solutions**

Kelly Hyde, Ph.D, CEO

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Approved as to Form

AUG 12 2025  
  
Lassen County Counsel

**Social TecKnowledge DBA FidelityEHR**

\_\_\_\_\_  
Authorized Signature





## FIDELITYEHR SERVICE REQUEST FORM

This Service Request Form ("Request Form") is subject to the terms and conditions of the Master Services Agreement ("MSA") between Capital Adoptive Families Alliance (CAFA) ("Customer") and Social TecKnowledge LLC, a Delaware limited liability company DBA FidelityEHR ("FIDELITYEHR") executed prior to or contemporaneously with this Request Form. Any prior Request Form executed by both parties shall be replaced in its entirety by this Request Form. The parties agree as follows:

1. **Subscription Pricing and Payment Schedule:** Both parties agree to the pricing and payment terms outlined in Schedule A. Subscription fees are invoiced at the time of contract signing, and annually thereafter including 30 days in advance of renewal terms or ongoing years of service.

Pricing is based on the following metrics and, subject to the MSA, will be increased if those metrics increase:

Metric	Amount Included
Scope of Use	Lassen Family Solutions authorized staff, employees and/or care coordination contractors
Authorized End-User	Up to 15 core user licenses; family members and identified record holders access via the client portal.
Site	Single-Site (one configuration)

Customer's purchase under this Request Form shall be limited to agencies, organizations or corporations to track or report on data for individuals and services in a lawful manner in the following:

- a. Geographic Limits: United States of America

The number of deployed Authorized End-Users on the Website shall not be less than the number of individuals utilizing the website to track or report on data.

2. **Services Pricing and Payment Schedule:** Implementation/Professional Services may include all planning correspondence and communications, documentation, integration of Customer data elements into the FIDELITYEHR review and training activities. Standard Implementation Services will be provided by FIDELITYEHR only if there are fees listed in Schedule A. In each instance, such costs are only an estimate. Services and training schedules are determined on a "first-come, first-served" basis. Meetings and training sessions are often held via conference call and an online webinar meeting tool (free to the Customer). FIDELITYEHR may make training available at Customer's principal place of business or at a location to be mutually agreed upon by Customer and FIDELITYEHR. Travel related costs for such training that requires FIDELITYEHR's staff to travel outside of a 25-mile radius of FIDELITYEHR's place of business shall be borne by Customer and are included in the on-site training estimate provided in this contract. All Implementation and Professional Services shall be billed on a time and materials basis. Unless otherwise agreed to by FIDELITYEHR, in writing, On-Site Implementation Services are billed in increments of not less than eight hours plus travel time and expenses.



## FIDELITYEHR SERVICE REQUEST FORM

FIDELITYEHR will use reasonable efforts to obtain the most affordable travel-related methods and accommodations available, however, FIDELITYEHR reserves the right to utilize the most expedient travel option available in order to accommodate Customer's request for Implementation/Professional Services. Mileage will be billed per the current rate at the time mileage occurred.. In addition to any amounts incurred for transportation and accommodations, the Customer will reimburse FIDELITYEHR for any meals and incidental expenses incurred in the course of the site visit (not to exceed \$100 per day per person). The \$100 per diem rate per day is for incidentals, all meals, snacks, and expenses. Mileage and the per diem rate may be adjusted from time to time in keeping with GSA mileage reimbursement and per diem schedules. Any change to these rates will be communicated to the Customer in a timely manner and prior to the incurring of expenses at the new rate.

3. Term and Termination: The Term begins upon execution of the Request Form by both parties and shall continue for 3 years (the "Initial Term"). This Agreement will auto renew for up to two (2) additional, successive one year periods (each, a "Renewal Term") (the Initial Term and all Renewal Terms being the "Term") unless terminated in accordance with the terms of the MSA. During any Renewal Term, FIDELITYEHR will not increase Customer's annual fees by more than 20% per year, exclusive of additional fees charged based upon increased usage or additional service requested by Customer, over the existing rate structure for Services.
4. Expiration: This Request Form shall expire and be void and of no effect if the following condition is not met:
  - Request Form must be executed by Customer and received by FIDELITYEHR by June, 1st, 2025 signed each represents and warrants that he/she/they (1) have reviewed and understands the terms and conditions stated in this Request Form and its attachments and related documents and (2) is duly authorized on this date to bind, as applicable, the FIDELITYEHR or Customer to the terms and conditions stated herein.

### Lassen Family Solutions

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Authorized Signature

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Printed Name and Title

---

Date

### Social TecKnowledgey DBA FidelityEHR

---

Authorized Signature

---

Printed Name and Title

---

Date



## SCHEDULE A: PRICING

1. Annual Software Subscription		
Item	Rate	Cost
<b>Site - Single-site Edition</b> <b>Scope of Use</b> -Lassen Family Solutions authorized staff, employees, and/or care coordination contractors <b>Authorized End Users</b> - Up to 15 Core users, and family members via the family portal	Per User / Month  \$40.00	\$7,200
<b>Single-Site License and Hosting Maintenance</b> <ul style="list-style-type: none"> <li>• Microsoft Azure Cloud Services</li> <li>• Cyber Security</li> <li>• Data Storage</li> <li>• Business Intelligence Integration</li> </ul>	Annual \$4,000	\$4,000
<b>Annual End-User Support Services:</b> <ul style="list-style-type: none"> <li>• Assigned Customer Support and Configuration Specialist</li> <li>• 24/7 Access to Fidelity Service Desk</li> <li>• Fidelity Service Desk Ticket Submitter Training</li> <li>• Virtual/telephone/screen share support for training / troubleshooting</li> <li>• Quarterly Check-In Meeting</li> </ul>	Annual \$3,500.00	\$3,500.00
<b>Business Intelligence Report Building Tool</b> (up to 3 Authorized End users with report building access)	Annual Cost \$3,000.00	\$ 3,000
<b>Annual Software Subscription:</b>	<b>\$17,700</b>	





## SCHEDULE A: PRICING

1. One-Time Implementation Services Estimate			
The FidelityEHR difference includes custom configuration, highly responsive technical support team & a development partnership for the lifetime of the vendor relationship.			
Item	Hours/Units	Rate	Total
Discovery and Set up of Base Configuration <ul style="list-style-type: none"> <li>One configuration of FidelityEHR (Development and Quality Assurance Testing)               <ul style="list-style-type: none"> <li>Referral Form Builder Base Options</li> <li>Plan of Care Builder Base Options</li> <li>Configuration Builder Base Options</li> </ul> </li> <li>Professional Services Discovery Process (see discovery document for more detail)</li> </ul>	35 Hours	\$175	\$6,125
<b>End User/Administrator Training</b> (On Site Training-Optional at Additional Cost)			
Virtual Online Training	Two-two hour training sessions		Included
Report Builder Virtual Online Training	One Session		Included
Service Desk Training	One Session		Included
<b>Training Materials (included)</b>			
<ul style="list-style-type: none"> <li>End User Manual (Pdf)</li> <li>Admin Manual (Pdf) for System Administrator End User</li> <li>Quick Reference Cards (Pdf)</li> <li>Online Resource Knowledge Base</li> </ul>			



## SCHEDULE A: PRICING

### 2. Change Request for Feature Enhancement / Development (Optional)

Costs are determined in advance of project signature and are dependent on size and scope of project.

Item	One-time Pre-Purchase Rate
<p>Change Request</p> <ul style="list-style-type: none"><li>• Creation of SOW</li><li>• Discovery</li><li>• Product Requirements</li><li>• Development</li><li>• Quality Assurance</li><li>• User Acceptance Testing</li></ul> <p>Note: One-time Pre-Purchase Rate offered is for hours purchased at time of contract, at current rate, to be used within the term of contract. Rate for hours beyond pre-purchased hours subject to change.</p>	<p>Per hour \$200</p> <p>If there is a change request, a separate contract in the form of a Statement of Work will be required to be signed and approved by Lassen Family Solutions</p>

Lassen Family Solutions can request additional enhancements and customizations like licensed assessments, specific billing custom queries, etc. These requests will be formalized by a Change Request process, estimated and provided for approval by the Fidelity team.



## SCHEDULE A: PRICING

Summary of Cost	
<b>Annual Software Subscription:</b>	<b>\$17,700</b>
<b>One time Implementation Services Estimate</b>	<b>\$6,125</b>
<b>Total First Year Cost:</b>	<b>\$23,825</b>

Payment Schedule		
<b>Year 1 (2025)</b> Annual Software Subscription Fees  One time implementation fees  Annual payment is due at the time of contract signature and includes Software Subscription Fees	<b>\$23,825</b>	<b>Due upon signature of MSA</b>
<b>Year 2 (2026)</b> Annual Software Subscription Fees	<b>\$17,700</b>	<b>Annual Contract Execution Date</b>
<b>Year 3 (2027)</b> Annual Software Subscription Fees	<b>\$17,700</b>	





## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into between Capital Adoptive Families Alliance (CAFA) (“Customer”) and Social TecKnowledge LLC DBA FidelityEHR (“BUSINESS ASSOCIATE”) for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R Parts 160, Part 162, and Part 164, as amended (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act, 45 C.F.R. Part 160, as amended (“HITECH Act”).

BUSINESS ASSOCIATE acknowledges and agrees that it is obligated by law to comply with HIPAA; the HITECH Act; and associated regulations.

Whereas, BUSINESS ASSOCIATE, a recipient of Protected Health Information as defined by HIPAA (“PHI”), is a Business Associate of CUSTOMER and its agencies (“Covered Entities” or, individually, “Covered Entity”) as defined by HIPAA;

Whereas, CUSTOMER provides BUSINESS ASSOCIATE access to PHI subject to protection under HIPAA;

Whereas, CUSTOMER and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE in compliance with HIPAA;

Whereas, federal law requires all Business Associates to agree in writing to mandatory provisions regarding the access, maintenance, use, and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of HIPAA;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used in this Agreement shall have the same meaning as those terms in HIPAA.
2. **Independent Contractor.** BUSINESS ASSOCIATE is an independent contractor and has no authorization, express or implied, to bind CUSTOMER to any agreements, settlements, or liability. Nothing in this Agreement shall be construed to limit BUSINESS ASSOCIATE’s authority to bind itself to agreements, settlements, or liability, so long as such agreements, settlements, or liability affect only itself. BUSINESS ASSOCIATE is not authorized to act as an agent for CUSTOMER, and persons employed by BUSINESS ASSOCIATE shall not be deemed to be employees or agents of CUSTOMER. Persons employed by CUSTOMER shall not be deemed to be employees or agents of BUSINESS ASSOCIATE. As an independent contractor, BUSINESS ASSOCIATE is responsible for its own operations, including office space, supplies, equipment, tools, and other supports.
3. **Privacy and Security of PHI.**
  - a. **Permitted Uses and Disclosures.** BUSINESS ASSOCIATE is permitted to access, use, disclose, destroy, or otherwise act upon PHI only as permitted by law (including HIPAA and HITECH) and, with regard to PHI created, accessed, used, or received pursuant to performance of Exhibit B (Service Level Agreement), only as follows:
    - i. **Functions and Activities on CUSTOMER’s Behalf.** BUSINESS ASSOCIATE’s use or disclosure of PHI shall be limited to the minimum necessary to accomplish the intended purpose of the use or disclosure.



## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT

- ii. **Business Associate Operations.** To the extent BUSINESS ASSOCIATE is to carry out CUSTOMER's obligations under HIPAA and the HITECH Act, BUSINESS ASSOCIATE's use or disclosure of PHI shall be limited to the minimum necessary to perform its obligations under this Agreement; carry out its legal responsibilities; or ensure its proper management and administration.
- b. **Reporting Violations of Law.** BUSINESS ASSOCIATE may use PHI to report violations of law to appropriate federal and CUSTOMER authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- c. **Compliance with CUSTOMER's Security and Privacy Policies.** BUSINESS ASSOCIATE shall comply with all CUSTOMER security and privacy policies, including DTS Policy 5000-0002 (Enterprise Information Security Policy). CUSTOMER shall provide BUSINESS ASSOCIATE with access to applicable policies and notices and shall notify BUSINESS ASSOCIATE within ninety (90) days of any amendment which materially alters CUSTOMER's security or privacy policies. In the event CUSTOMER policy conflicts with HIPAA, the HITECH Act, or associated regulations, BUSINESS ASSOCIATE shall act in accordance with the latter.
- d. **Compliance with Laws and Amendments.** BUSINESS ASSOCIATE shall comply with all applicable CUSTOMER and federal privacy and security laws, including HIPAA, the HITECH Act, and associated regulations. Amendments and additions to the foregoing shall be automatically incorporated into this Agreement as though in existence at the time of this Agreement's execution, and BUSINESS ASSOCIATE shall maintain compliance with such amendments and additions immediately upon their coming into effect. BUSINESS ASSOCIATE shall be liable for any violation of the terms of this Agreement or of the above laws, regulations, and policies.
- e. **Information Safeguards.** BUSINESS ASSOCIATE shall develop, implement, employ, and maintain appropriate administrative, technical, and physical safeguards to preserve the integrity and confidentiality of PHI and to prevent unauthorized disclosures of PHI as required by HIPAA, the HITECH Act, and associated regulations. Such safeguards shall be reviewed and updated regularly to address new threats to the integrity and confidentiality of PHI.
  - i. **Documentation.** BUSINESS ASSOCIATE shall document its safeguards in a manner meeting the documentation requirements of the HITECH Act and shall, upon CUSTOMER's verbal or written request, provide CUSTOMER with a copy of BUSINESS ASSOCIATE's policies, procedures, and practices related to maintaining such safeguards.
  - ii. **Security of PHI.** If BUSINESS ASSOCIATE is in possession of a Covered Entity's electronic media, as defined by 45 C.F.R. § 160.103, or electronic media storing a Covered Entity's PHI, BUSINESS ASSOCIATE must secure the PHI. "Secure" for this purpose means rendering PHI unusable, unreadable, or indecipherable to unauthorized individuals using National Institutes of Standards and Technology ("NIST")-approved algorithms and procedures or other standards and procedures approved by CUSTOMER in advance.
    - 1. **Destruction of hard copy.** Paper, film, or other hard copy no longer in use or at end-of-life must be shredded or physically destroyed such that PHI cannot be read or otherwise reconstructed and is rendered unusable, unreadable, or indecipherable. Redaction of paper records is not an approved method of rendering PHI unusable, unreadable, or indecipherable.
    - 2. **Destruction of electronic media.** Electronic media no longer in use or at end-of-life and





## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT

containing PHI must be cleared, purged, or destroyed consistent with NIST-approved guidelines for media sanitization such that the PHI cannot be retrieved.

3. **De-identification.** BUSINESS ASSOCIATE may de-identify PHI in accordance with HIPAA regulations and use such de-identified data for any lawful purpose. Per 45 C.F.R. § 164.502(d), once PHI has been de-identified, HIPAA rules governing uses and disclosures of PHI no longer apply to or protect the de-identified information, so long as it remains de-identified. Accordingly, such de-identified information is no longer subject to the terms and conditions in this Agreement governing PHI, although the same may be protected by other provisions in this Agreement and by GRAMA or other confidentiality regulations.
- f. **Internal Practices, Policies, and Procedures.** For purposes of confirming compliance with HIPAA and the HITECH Act, BUSINESS ASSOCIATE shall make available to CUSTOMER or its Covered Entities' Privacy Officers BUSINESS ASSOCIATE's internal practices, books, and records--including policies, procedures, and PHI--relating to the use and disclosure of PHI received from CUSTOMER or a Covered Entity or PHI created or received by BUSINESS ASSOCIATE on behalf of CUSTOMER or a Covered Entity. CUSTOMER shall have the right to monitor BUSINESS ASSOCIATE's performance pursuant to this Agreement. Monitoring shall be at the discretion of CUSTOMER and shall be carried out during normal business hours at BUSINESS ASSOCIATE's place of business.
- g. **Subcontractors and Agents.** Subcontractors and agents to which BUSINESS ASSOCIATE is permitted by this Agreement or other writing by CUSTOMER to disclose PHI shall be required by BUSINESS ASSOCIATE to execute another Business Associate agreement and to provide reasonable assurances, documented in writing, that such subcontractor or agent shall comply with the provisions of this Agreement applicable to BUSINESS ASSOCIATE with respect to PHI, including but not limited to: (i) holding PHI in confidence and using or further disclosing it only for the purpose for which BUSINESS ASSOCIATE disclosed it to the subcontractor, agent, or other third party or as required by law; (ii) notifying BUSINESS ASSOCIATE (who shall in turn promptly notify CUSTOMER) of any breach or suspected breach in confidentiality of PHI of which the agent, subcontractor, or other third party becomes aware; and (iii) complying with all CUSTOMER security and privacy policies and all CUSTOMER and federal privacy and security laws.

"Subcontractor" includes any third party with whom BUSINESS ASSOCIATE or BUSINESS ASSOCIATE's employee, agent, volunteer, contractor, or subcontractor share PHI or to whom the aforementioned disclose PHI, including cloud-based services providers, hosting providers, and data repositories and centers.
- h. **Minimum Necessary and Limited Data Set.** BUSINESS ASSOCIATE's use, disclosure, or request of PHI shall utilize a Limited Data Set whenever possible. In all other instances--except those specified in 45 C.F.R. § 164.502(b)(2)--BUSINESS ASSOCIATE shall, in its performance of the functions, activities, services, and operations specified in Paragraph 3(a) above, use, disclose, and request only the minimum amount of PHI reasonably necessary, as set forth in 45 C.F.R. § 164.502(b), to accomplish the intended purpose of the use, disclosure, or request. Moreover, BUSINESS ASSOCIATE shall not permit aggregation of Limited Data Sets with other data in BUSINESS ASSOCIATE's possession that would make identification of an individual possible.





## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT

- i. **Transmission of Data Offshore.** BUSINESS ASSOCIATE is prohibited from transmitting PHI to, or sharing PHI with, any offshore recipient. A recipient is "offshore" if not within the fifty United States or a United States territory (American Samoa, Guam, Northern Marianas, Puerto Rico, and the U.S. Virgin Islands). "Recipients" include subcontractors as defined in Paragraph 3(g) above, as well as the physical property and equipment used by BUSINESS ASSOCIATE and such subcontractors to store or transmit PHI.

### 4. PHI Access, Amendment, Disclosure, and Breach Reporting

- a. **Access.** BUSINESS ASSOCIATE shall, within five (5) business days of receipt of a request from CUSTOMER or an individual, permit such individual (or the individual's personal representative) to inspect and obtain copies of PHI which pertain to the individual; were created by BUSINESS ASSOCIATE for CUSTOMER or received by BUSINESS ASSOCIATE from or on behalf of CUSTOMER; and are in BUSINESS ASSOCIATE's custody or control. If so requested by the individual or representative and as directed by CUSTOMER, BUSINESS ASSOCIATE shall provide such information in an electronic format.
- b. **Amendment.** BUSINESS ASSOCIATE shall, upon request from CUSTOMER or an individual, promptly amend, or give CUSTOMER access to amend, any portion of such individual's PHI which was created by BUSINESS ASSOCIATE for CUSTOMER or received by BUSINESS ASSOCIATE from or on behalf of CUSTOMER and which is in BUSINESS ASSOCIATE's custody or control. If BUSINESS ASSOCIATE has grounds to deny such request pursuant to 45 C.F.R. § 164.526(a)(2), BUSINESS ASSOCIATE shall provide a written denial and act in accordance with the requirements of 45 C.F.R. § 164.526(d).
- c. **Disclosure Accounting of PHI.**
  - i. **Documentation.** BUSINESS ASSOCIATE shall document each disclosure of an individual's PHI to a third party, unless such disclosure is excepted by law. Documentation shall include the affected individual's name; the person or entity to whom the PHI was disclosed; what information was disclosed; the reason for disclosure; the date of disclosure; and any other information necessary for CUSTOMER or Covered Entities to comply with relevant statutes and regulations. Documentation of each disclosure shall be maintained by BUSINESS ASSOCIATE for six (6) years after the date of disclosure.
  - ii. **Accounting.** BUSINESS ASSOCIATE shall, within ten (10) calendar days of receipt of a request from CUSTOMER, provide to CUSTOMER a complete accounting of disclosures. If BUSINESS ASSOCIATE receives a request from an individual based on information provided to the individual from CUSTOMER, or where otherwise required by HIPAA, the HITECH Act, or associated regulations, BUSINESS ASSOCIATE shall provide an accounting of disclosures of the individual's PHI directly to the individual.
- d. **Disclosure Accounting of Electronic Health Records.** For PHI maintained as an Electronic Health Record, BUSINESS ASSOCIATE shall, beginning at such time as the law requires, maintain the information necessary to provide an accounting of disclosures for treatment, payment, or health care operations for the period of time prescribed by law.
- e. **Breach Reporting.** BUSINESS ASSOCIATE shall report to CUSTOMER's Information Security Officer any breach or suspected breach of PHI as defined by 45 C.F.R. § 164.402 ("Breach"). BUSINESS ASSOCIATE shall report Breaches as soon as possible and not more than twenty-four (24) hours after BUSINESS ASSOCIATE knows or reasonably should have





## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT

known of such Breach, and such reports shall be communicated to CUSTOMER in the most expeditious method possible, including but not limited to e-mail, voice call, and text. BUSINESS ASSOCIATE shall fully cooperate, and require its employees, agents, contractors, and subcontractors to fully cooperate, with CUSTOMER in investigating such Breach and in meeting CUSTOMER's obligations under the HITECH Act and other security breach notification laws. In addition to the above reporting requirements, BUSINESS ASSOCIATE shall, within three (3) business days of a Breach, submit a report in writing and in any other format requested by CUSTOMER, and such report shall at minimum accomplish the following:

- i. Describe the nature of the Breach, including the date of the Breach and the date of discovery of the Breach;
- ii. Identify all elements of PHI (e.g., name, social security number, date of birth, etc.) which were part of the Breach;
- iii. Identify the person(s) or entity(ies) responsible for the Breach, and identify all recipients of the contents of the Breach;
- iv. Identify the corrective actions BUSINESS ASSOCIATE took or will take to prevent further incidents of a Breach;
- v. Identify the actions BUSINESS ASSOCIATE took or will take to mitigate any deleterious effect of the Breach;
- vi. Share BUSINESS ASSOCIATE contact information with CUSTOMER, and identify procedures for obtaining additional information; and
- vii. Provide such other information, including a written report, as CUSTOMER may request.

BUSINESS ASSOCIATE shall reimburse CUSTOMER for all Breach notification costs arising out of or in connection with any Breach, including but not limited to postage and mailing fees and the provision of credit monitoring services to affected individuals.

BUSINESS ASSOCIATE has an ongoing obligation to immediately provide to CUSTOMER all newly available information related to a Breach and to supplement or correct information previously provided to CUSTOMER.

5. **Security Incident Reporting.** BUSINESS ASSOCIATE shall report to CUSTOMER's Chief Privacy Officer and Chief Information Security Officer any security incident or suspected security incident as defined by 45 C.F.R. § 164.304 ("Security Incident"). BUSINESS ASSOCIATE shall report Security Incidents as soon as possible and not more than twenty- four (24) hours after BUSINESS ASSOCIATE knows or reasonably should have known of such Security Incident, and such reports shall be communicated to CUSTOMER in the most expeditious method possible, including but not limited to e-mail, voice call, and text. BUSINESS ASSOCIATE shall report all Security Incidents resulting in a disclosure of PHI not permitted by this Agreement in accordance with Paragraph 4(c) above.
6. **Improper Pattern of Activity or Practice.** In the event that either party becomes aware of a pattern of activity or practice of the other party that constitutes a material breach or violation of this Agreement, the party discovering such pattern of activity or practice shall take reasonable steps to cause the other party to cure the breach or end the violation. If such steps are not successful in curing



## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT

the breach or ending the violation within a reasonable time period specified by the party requesting the cure, such party shall terminate this Agreement if feasible or, if infeasible, report the problem to the Secretary of the U.S. Department of Health and Human Services or his or her designee.

7. **Designated Record Set.** BUSINESS ASSOCIATE agrees that all PHI created by BUSINESS ASSOCIATE for CUSTOMER or received by BUSINESS ASSOCIATE from or on behalf of CUSTOMER shall be included in an individual's Designated Record Set. With respect to services provided to an individual under this Agreement and other business associate agreements between the individual and Covered Entities, BUSINESS ASSOCIATE shall maintain the Designated Record Set and grant the individual access to the Designated Record Set as provided in HIPAA and associated regulations.
8. **Restriction Agreements and Confidential Communications.** CUSTOMER shall provide BUSINESS ASSOCIATE written notice of, and BUSINESS ASSOCIATE shall comply with, any agreement made between an individual and CUSTOMER which restricts use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or requires Covered Entities to accommodate such individual's request to receive confidential communications of PHI pursuant to 45 C.F.R. § 164.522(b), provided that CUSTOMER notifies BUSINESS ASSOCIATE in writing of the restrictions or requirements BUSINESS ASSOCIATE must follow. CUSTOMER will promptly notify BUSINESS ASSOCIATE in writing of the termination of any such restriction agreement or confidential communications requirement and, with respect to termination of a restriction agreement, inform BUSINESS ASSOCIATE if any PHI will remain subject to the terms of the restriction agreement.
9. **Obligations of CUSTOMER**
  - a. **Availability of Security Policies.** CUSTOMER shall make available to BUSINESS ASSOCIATE a copy of CUSTOMER's security policies upon request.
  - b. **Changes in Permission.** CUSTOMER shall notify BUSINESS ASSOCIATE of any changes in, including revocation of, permission granted by the subject of PHI to use or disclose such PHI if such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI.
10. **Termination and Continuing Privacy and Security Obligations**
  - a. **Termination of Contract.** If BUSINESS ASSOCIATE materially breaches any provision in this Agreement and fails to cure or take actions to cure such material breach within five (5) calendar days, CUSTOMER may, in addition to other available remedies, exercise its right to terminate the Contract by providing BUSINESS ASSOCIATE written notice of termination, which shall include the reason(s) for termination. Such termination shall be effective immediately or on such other date specified in the notice of termination.
  - b. **Obligations upon Termination.** Within thirty (30) calendar days of the effective date of the Contract's termination, cancellation, expiration, or conclusion, BUSINESS ASSOCIATE shall:
    - i. Return or destroy all PHI created by BUSINESS ASSOCIATE for CUSTOMER or received by BUSINESS ASSOCIATE from or on behalf of CUSTOMER, including:
      1. All data, copies, and compilations derived from and allowing identification of any individual who is a subject of the PHI;
      2. PHI in all forms and mediums (including in any electronic medium under BUSINESS





## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT

ASSOCIATE's custody or control); and

3. PHI located at any site, including local and remote offices, data centers, remote storage facilities, off-site backup facilities, and vendor sites.
- ii. Identify all PHI, including data, copies, and compilations derived from and allowing identification of any individual who is a subject of PHI, created by BUSINESS ASSOCIATE for CUSTOMER or received by BUSINESS ASSOCIATE from or on behalf of CUSTOMER, for which return or destruction is infeasible, and limit further use or disclosure of the PHI, including aforementioned data, copies, and compilations.
- iii. Certify to CUSTOMER in a writing signed by BUSINESS ASSOCIATE's officer that the required return or destruction of PHI has been completed.
- iv. Deliver to CUSTOMER documentation of any PHI, including data, copies, and compilations derived from and allowing identification of any individual who is a subject of PHI, for which return or destruction is infeasible, and certify that the PHI, including aforementioned data, copies, and compilations, shall be used or disclosed only for those purposes making return or destruction infeasible.

All requirements of Paragraph 10(b) shall apply to any business associate or vendor to whom BUSINESS ASSOCIATE has disclosed PHI and shall survive termination, cancellation, expiration, or other conclusion of the Contract.

- c. **Survival of Privacy and Security Obligations.** BUSINESS ASSOCIATE's obligation to protect the privacy and security of PHI, including data, copies, and compilations derived from and allowing identification of any individual who is a subject of PHI, created by BUSINESS ASSOCIATE for CUSTOMER or received by BUSINESS ASSOCIATE from or on behalf of CUSTOMER, shall be continuous and survive termination, cancellation, expiration, or other conclusion of the Contract and shall apply to all PHI in the possession of BUSINESS ASSOCIATE and its agents, contractors, and subcontractors, regardless of when BUSINESS ASSOCIATE or its agents, contractors, or subcontractors came into possession of the PHI.

### 11. Miscellaneous Provisions.

- a. **Ownership.** BUSINESS ASSOCIATE acknowledges that it has no ownership rights with respect to the PHI created by BUSINESS ASSOCIATE for CUSTOMER or received by BUSINESS ASSOCIATE from or on behalf of CUSTOMER.
- b. **Regulatory References.** Any reference in this Agreement to HIPAA, the HITECH Act, or associated regulations shall mean the referenced section or law as is then in effect or as amended.
- c. **Amendments.** The parties agree to amend this Agreement as necessary to ensure Covered Entities' compliance with HIPAA, the HITECH Act, and associated regulations.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entities to comply with HIPAA, the HITECH Act, and associated regulations.
- e. **Compliance with Laws.** In performance of this Agreement, both parties shall at all times comply with all provisions of HIPAA, the HITECH Act, and associated regulations.
- f. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as conferring any



## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT

right or benefit to, or imposing any obligation on either party in favor of, a person or entity not a party to this Agreement. The parties acknowledge that CUSTOMER's Covered Entities are part of CUSTOMER and are not third-party beneficiaries for purposes of this Agreement.

- g. **Prohibition on Sale of PHI.** As prohibited by 45 C.F.R § 164.502(a)(5)(ii), with an exception for marketing communications validly authorized by an individual in accordance with 45 C.F.R. § 164.508(a)(4), BUSINESS ASSOCIATE shall not sell PHI.
- h. **Codes of Conduct.** BUSINESS ASSOCIATE shall comply with all applicable CUSTOMER and agency codes of conduct while providing on-site services. BUSINESS ASSOCIATE shall not permit any employee, agent, volunteer, contractor, or subcontractor to have contact with or access to a CUSTOMER client that provides the employee, agent, volunteer, contractor, or subcontractor with the opportunity to have personal communication or touch until:
  - i. BUSINESS ASSOCIATE has provided a current copy of applicable CUSTOMER and agency codes of conduct to the employee, agent, volunteer, contractor, or subcontractor; and
  - ii. BUSINESS ASSOCIATE has obtained a signed and dated statement in which the employee, agent, volunteer, contractor, or subcontractor certifies that he or she has read, understands, and will comply with the applicable CUSTOMER and agency codes of conduct.
- i. **Training.** Prior to requesting, accessing, acquiring, using, or disclosing PHI, BUSINESS ASSOCIATE shall, at its own expense, obtain all training necessary to carry out its responsibilities pursuant to this Agreement and shall, at its own expense, obtain and/or give all training necessary to ensure its employees, agents, volunteers, contractors, and subcontractors are familiar with the terms and conditions of this Agreement, as well as applicable laws, including HIPAA, the HITECH Act, and associated regulations. BUSINESS ASSOCIATE is responsible for reviewing all applicable laws, both currently in existence and forthcoming, and for seeking legal and technical counsel for assistance in establishing and maintaining compliance with applicable laws.
- j. **Choice of Law and Venue.** The provisions of this Agreement shall be governed and interpreted according to applicable federal law and the laws of the CUSTOMER.
- k. **Legal Proceedings.** In the event of commencement of litigation or administrative proceedings based upon a claimed violation of HIPAA, the HITECH Act, or associated regulations, BUSINESS ASSOCIATE shall make itself and its employees, agents, volunteers, contractors, and available to CUSTOMER at no cost.

The parties may avail themselves of all remedies permitted by CUSTOMER or federal law. If either party seeks to enforce this agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees.

- 12. **Notices.** Notices pertaining to or required by this Agreement shall be addressed to the appropriate party listed in Paragraph 15.
- 13. **Indemnification.** BUSINESS ASSOCIATE, at its own expense, shall indemnify and hold harmless CUSTOMER and CUSTOMER's affiliates, subsidiaries, officers, directors, employees, and agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, when arising out of or in connection with any non-permitted or





## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT

violating use or disclosure of PHI or other breach of this Agreement or Contract by BUSINESS ASSOCIATE or its employees, agents, volunteers, contractors, or subcontractors. This provision shall not in any way limit any other indemnification that may be provided for in other agreements between BUSINESS ASSOCIATE and CUSTOMER or between BUSINESS ASSOCIATE and Covered Entities. This Paragraph 13 shall survive termination of the Contract.

14. **Conflicts.** The terms and conditions of this Agreement shall prevail in the event of a conflict with any term or condition set forth in the Contract.

15. **Privacy and Information Security Officer Information.**

**CUSTOMER**

Attn:

**Social TecKnowledge LLC dba FidelityEHR**

Attn: Kelly L Hyde, PhD

1704 Llano St B142

Santa Fe, NM, 87505

**IN WITNESS WHEREOF**, each of the undersigned has caused this agreement to be duly executed in its name and on its behalf.

**CUSTOMER**

**BUSINESS ASSOCIATE**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

Kelly Hyde, Ph.D, CEO

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## EXHIBIT B: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") is subject to the terms and conditions of the Master Services Agreement ("MSA") between Capital Adoptive Families Alliance (CAFA) ("Customer") and Social TecKnowledge LLC, a Delaware limited liability company d/b/a FidelityEHR ("FIDELITYEHR") executed prior to or contemporaneously with this Agreement.

1. LICENSE: All Enhancements and Error corrections to the Software and Documentation provided by FIDELITYEHR under this Agreement will become a part of the Solutions for the purposes of this Agreement and the MSA at the time they are provided to Customer and are hereby licensed to Customer as part of the Solutions pursuant to the terms and conditions of the MSA.
2. PAYMENT TERMS: For purchases of Support Services beyond those described in this agreement and not otherwise expressly included under the MSA, FIDELITYEHR will invoice Customer in advance for Support Services at FIDELITYEHR's then-current rates and payments must be made as per payment terms previously outlined in the contract.
3. UPTIME: FIDELITYEHR will use commercially reasonable efforts to make the FIDELITYEHR Behavioral Health record product available with a Monthly Uptime Percentage of at least 99.9%. Neither (i) inability to access the Website or other downtime related to the Customer or Authorized End User's own internet access and or computer, laptop, or where applicable mobile device malfunction (ii) nor monthly maintenance downtime will be included in any calculation of Monthly Uptime Percentage. Any noted issues with downtime not related to the Customer or Authorized End User's own Internet access and or computer, laptop and where applicable mobile device malfunction should be reported immediately through the FIDELITYEHR ticket system by the Customer appointed system admin(s).
4. SCHEDULED SYSTEM MAINTENANCE: FIDELITYEHR shall provide a regular maintenance window not to exceed eight (8) hours per week, with all efforts made to provide maintenance to the system after business hours on the week day (before 8am EST and after 6PM PST) and/or on the weekends. Regular weekly maintenance will include but is not limited to regular software updates and maintenance. In the case of emergency maintenance / updates / patches, security, customers will be notified within a two hour time window of any need to take the server temporarily offline for the emergency maintenance procedures.
5. SUPPORT SERVICES:
  - A. Provision of Support Services is expressly conditioned on the Customer holding a current and valid MSA with FIDELITYEHR for the same time period during which Support Services are to be required, and adhering to their obligations hereunder.
  - B. The following terms shall have the following meanings as used in this Agreement:
    - a. "Customer Representatives" shall mean those points of contact of Customer with whom FIDELITYEHR will interact when providing Support Services under this Agreement.
    - b. "Documentation" is any description, user manuals and other writings describing the functionality, use, and operation of the FidelityEHR, including but not limited to, user manuals, specifications, diagrams, and drawings, online training videos, video libraries.
    - c. "Error" shall mean a defect, error, or malfunction in the software known as "FidelityEHR", the customized variant of the FIDELITYEHR Behavioral Health Record software that causes





## EXHIBIT B: SERVICE LEVEL AGREEMENT

it to conform insubstantially to the then-current Customized Documentation.

- d. "Fix" shall mean a temporary patch designed to substantially mitigate the impact of an Error, notwithstanding that the Error still exists.
  - e. "Service Request" shall mean an individual product or technical inquiry, instance of a problem or request for an enhancement to the service licensors variant of "FidelityEHR", the customized variant of the FIDELITYEHR Behavioral Health Record software FidelityEHR. Multiple inquiries, Errors, or Enhancement requests, will each be treated as a separate Service Request, and will be prioritized individually. Each Service Request will be assigned a number from the FIDELITYEHR Ticket Tracking support system, which allows FIDELITYEHR and the Customer Representative to reference and track resolution of such Service Request.
  - f. "Workaround" means a temporary set of procedures that may be followed to circumvent or substantially mitigate the impact of an Error, notwithstanding that the Error still exists.
  - g. "FIDELITYEHR Ticket Tracking support system" means an online support and issue ticketing service that provides an active licensed user of the FIDELITYEHR Behavioral and Integrated Health record Software with some answers to questions/issues related to the Tier 3 service performance of FIDELITYEHR
  - h. "Monthly Uptime Percentage" is defined as the ratio of the actual production time of an Authorized End User's computer to the availability time. Expressed as a percentage, uptime is calculated by dividing actual production time by the availability time.
- C. User Access - FIDELITYEHR is designed to be flexible, easy- to-use, and compatible with most workstation configurations. These are minimal system configuration details for best performance:
- a. Windows® XP Service Pack 2 or better
  - b. Intel® Core™ 2 Duo 2.0 GHz, Core i3, AMD Athlon™ 64 X2 or better
  - c. 2 GB RAM
  - d. NVIDIA® GeForce® 7800, ATI Radeon™ X1800, Intel HD 3000 or better (256MB of video RAM; Shader model 3.0 or better)
  - e. 25 GB available HDD space
  - f. Broadband Internet connection-Speed of internet connection will effect optimal user interface experience.
  - g. Keyboard and mouse
  - h. Google Chrome or Mozilla based web browsers offer the ideal FIDELITYEHR user experience.
  - i. To ensure emails are received, please add "no-reply@fidelityehr.com" to your Safe Senders List in your email software.
- D. In general, the Support Services to be provided by FIDELITYEHR for Customer under an active



## EXHIBIT B: SERVICE LEVEL AGREEMENT

license and hosting agreement are as follows:

Function	Description of Service
Customer Support (Ongoing)	FIDELITYEHR will provide a Tier 3 ticket system and will also assign a Customer Support Specialist who will serve as the point of contact for the identified Customer Representatives on all Tier 3 defined service issues that may arise. The customer will also make additional software service customization requests through their Customer Support Specialist. Customer will provide Tier 1 & Tier 2 support to include fielding support requests from its users, responding to issues that a client administrator can resolve within the software, attempting to replicate and documenting issues prior to submission to the Tier 3 support provided by FIDELITYEHR. Tier 3 will provide support to up to 2 named Customer Representatives, each of whom have completed end-user and administrative training. Customer Representatives may name an appropriately trained backup in their absence.

### E. Specific Support Services:

#### a. Product Version Support:

- i. FIDELITYEHR will support the FidelityEHR variant of FIDELITYEHR at the Third or Tier 3 level of support beyond the initial set up and training as operationalized in the MSA and this Support Agreement.

#### b. Access to FIDELITYEHR Ticket Tracker System:

- i. FIDELITYEHR will offer a one-time, one hour training to the two (2) Customer Representatives on the use of the Tier 3 ticket system.
- ii. Customer will designate up to 2 individuals as the primary ticket submission staff and the FIDELITYEHR Support Specialist will communicate through the tickets system and in cases of system malfunction, directly with the Customer Representatives staff on Tier 3 issue tickets. Tickets submitted for service that is deemed Tier 1 or Tier 2 service support requests will be returned within 24 hours of submission.

#### c. Availability:

- i. The Ticket system will be available to Customer(s) 24 hours a day, 7 days a week. The two Customer Representatives can access their assigned FIDELITYEHR Customer Support Specialist for assistance with Tier 3 ticket issues only between the hours of 8am -





## EXHIBIT B: SERVICE LEVEL AGREEMENT

6pm Monday through Friday ET, with the exception of recognized holidays in the United States. Customer support services may also become unavailable as a result of circumstances that are beyond the control of FIDELITYEHR (extreme weather conditions, power outages, etc.).

d. Handling of Service Requests:

- i. FIDELITYEHR will only accept Tier 3 ticket system submitted requests and in the case of Tier 3 issues, directly from the up to 2 identified Customer Representatives. FIDELITYEHR will receive, document, analyze, and track ticket requests via the Ticket system. FIDELITYEHR reserves the right to reasonably and in good faith prioritize, merge, and close Ticket Requests.

e. Issue Resolution Process:

- i. All information related to the resolution of ticket submitted issues will be sent to the Customer Representative contact submitting the ticket.
- ii. Additional information will be added to the FIDELITYEHR Ticket Support System, as appropriate.
- iii. If it is determined by FIDELITYEHR that the Customer can best be helped by a direct contact from the FIDELITYEHR appointed Customer Support specialist or staff equivalent, then that contact will be arranged as soon as practical but within the time frames of this service contract agreement.
- iv. For software Errors that must be analyzed and responded to, the schedule listed in the Service Request Guidelines chart below will be followed.

f. Priority and Response:

- i. To ensure timely Support services, Customer will submit only Tier 3 identified Service Requests with an assigned priority, based on the impact of the problem on business continuity. The priority also determines FIDELITYEHR's response and potential action related to the Service Request so that FIDELITYEHR can adhere to the guidelines below. Upon receipt of a Tier 3 ticket submission the Tier 3 Service Request will be analyzed by FIDELITYEHR. After analysis, FIDELITYEHR will confirm the priority of the Tier 3 Service Request. If FIDELITYEHR does not feel the ticket is a Tier 3 service request, it will be sent back to the submitter within 24 hours with a brief explanation as to the priority level change.

F. Submission of Service Requests:

- a. The Customer' Tier 1 and Tier 2 Customer Representatives must make reasonable efforts to replicate, analyze, and resolve issues arising from the FidelityEHR software prior to submitting a Tier 3 Service Request ticket. Upon submission of the ticket, the Customer Representatives will provide all relevant information requested within the ticket system, enabling FIDELITYEHR to expedite resolution of the problem. Information to be provided with the Service Request should include, but not be limited to:
  - i. Verification of Tier 3 Status
  - ii. A description of the specific problem to include user, user login, and customer record identified, etc.
  - iii. A description of the specific action that caused the problem
  - iv. A description of the expected cause or potential solution
  - v. A description of the security profile for the user account, which experienced the problem



## EXHIBIT B: SERVICE LEVEL AGREEMENT

- vi. Screen shots, report samples, etc. to more accurately describe the problem, if necessary
- vii. Product environment for the specific problem (e.g. Browser being used)

For all Tier 3 Service Requests, FIDELITYEHR's response time will be measured from the time that the ticket is submitted.

Service Request Guidelines		
Ticket Type	First Response	Resolution
Report System Problem	8 hours	Based on Priority: Highest - 48 hours Workaround - 2 weeks from notification Fix  High - 1 month from notification  Medium - Within one quarter from notification
Ask a Question	24 hours	1 Month from notification
Request New Development	24 hours	As contracted by SOW derived from the new development request
Suggestion for Improvement	24 hours	As decided by FidelityEHR team to implement suggestions for improvement
Customer Feedback	24 hours	N/A





## EXHIBIT B: SERVICE LEVEL AGREEMENT

In support of the Service Level Agreement (SLA), the table below shows examples of the tier support levels 1, 2 and 3.

Tier Support Examples		
Example User Issue	Example Action(s) by Administration	Tier
"I forgot my password"	Instruct user to click on the forgot password link and reset their password.	1
"I am locked out of my account"	Have the administrator reset the locked account.	1
"I can't add/edit/delete a contact note"	Attempt to replicate the issue. Check the user permissions.	2 Escalates to Tier 3 if permissions are correct and the issue is replicated.
"I got an error when entering data in a youth record"	Conduct general troubleshooting (Check browser and clear cache) and re-enter information.	2 Escalates to Tier 3 if the error still occurs after general troubleshooting.
"The save button is grayed out"	Check permissions. Check that all required information is completed.	2 Escalates to Tier 3 if permissions are correct, the fields are correct and the issue is replicated.
"After I login, the webpage does not load"	Conduct general troubleshooting (Check browser and clear cache).	2 Escalates to Tier 3 if the error still occurs after general troubleshooting.
"Multiple users are reporting that they are unable to login"	Gather details and contact FidelityEHR.	3