Monarch
Medical Technologies

Monarch Medical Technologies Glucose Management System
Enterprise Software Subscription Contract

Customer Name: County of Monterey, on behalf of Natividad Medical Center

Subscription Number: MK-10-09-01

Account Executive: Kent Cusick

1. <u>Enterprise License</u>. Subject to the terms and conditions of this Enterprise Software Subscription Contract (this "**Contract**"), Monarch Medical Technologies, LLC, (the "**Company**") hereby grants County of Monterey, on behalf of Natividad Medical Center, (the "Customer") identified above a limited, revocable, nonexclusive and non-transferable license to use the EndoTool Product (as defined below) at Natividad Medical Center, 1441 Constitution Blvd, Salinas, California 93906 hereto and in accordance with the terms and conditions herein solely during the term of this Contract. No right or license is being conveyed to Customer to use the EndoTool Product at any other location. "**EndoTool Product**" means the EndoTool software application plus any updates, improvements, bug fixes, and enhancements of the EndoTool software that the Company elects to release to its customers generally and does not market separately ("**Enhancements**"). Higher/later versions of the EndoTool software, including upgrades, marketed separately by the Company, or which require system changes and additional training, are not included in the EndoTool Product and are not Enhancements.

2. <u>Term</u>. This Contract shall be effective October 1, 2018 (the "**Effective Date**") and shall extend through September 30, 2021 (the "three-year anniversary") of the EndoTool "Go-Live" date set forth in <u>Exhibit A</u> (the "**Term**"). This Contract may be terminated prior to the end of the Term by either party in the event of a material breach of this Contract by the other party; provided that (i) the non-breaching party provides not less than 60 days prior written notice to the breaching party of its intent to terminate this Contract because of such breach and (ii) such breach is not reasonably cured within such 60-day period.

3. <u>Termination</u>. Upon termination of this Contract, (i) all licenses for use of the EndoTool Product shall immediately terminate, (ii) Customer will cease all use of the EndoTool Product, (iii) Customer will within thirty (30) business days of termination uninstall and remove the EndoTool Product from each computer or device running the EndoTool Product and send the Company (Attn: Director of Sales, Monarch Medical Technologies, 2137 South Blvd., Suite 300, Charlotte, NC 28203-5042) a letter from Natividad Medical Center signed by an authorized executive of Customer stating that the EndoTool software has been completely removed, (IV) Company shall provide Customer with full access and authorization to extract Customer's data from the analytics application at no additional cost. The information in the database belongs to CUSTOMER. COMPANY will provide details (as set forth herein) on what tables CUSTOMER will need to pull data from, in order to grab patient history. CUSTOMER may want to convert the data to another system and if so, CUSTOMER will have the information needed to convert. Or CUSTOMER can delete the database as well, if CUSTOMER does not want to keep it. The system deletion instructions will also be provided along with a document CUSTOMER will need to sign and send back certifying that CUSTOMER has deleted the software. CUSTOMER can pull or convert the data as they see fit at no additional charges. COMPANY will provide enough information to CUSTOMER about the data to do the conversion. If COMPANY is requested to pull or convert data, an analysis of scope will be performed and a quote will be provided. There will be no additional charges to delete the data.

4. <u>Fees</u>. In consideration for the Company's agreements hereunder, including the licenses granted hereunder for the Term, Customer will pay the fees ("**Subscription Fees**") set forth in <u>Exhibit A</u> on an annual basis. Unless otherwise provided, the Subscription Fees include all fees for the basic integration and train-the-trainer

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services, Enhancements that includes updates and upgrade, and support and maintenance services that includes new up-to-date software and Proactive Support technology or Self-Serve Analytics at no additional costs to the Customer. If further service or training is requested by Customer, standard service rates will be charged. Except as otherwise specified (including in Exhibit A), payment terms are net 30 days from receipt of certified invoice by the County of Monterey, Auditor-Controller.

5. Integration Services. During the period beginning on the Effective Date and continuing throughout the Term and subject to Customer's payment of the applicable Subscription Fees (including, if applicable, those set forth on Exhibit A), the Company shall provide initial assessment, remote system set-up, installation of the EndoTool Product, clinical consulting, super user training, "Go-Live" support, and other such launch and integration services, as may be more particularly described on Exhibit A or in one or more separate statements of work agreed by Customer and the Company.

6. Enhancements. During the Full Term of this Contract and subject to Customer's payment of the applicable Subscription Fees, the Company shall (i) deliver to Customer any Enhancements (Updates and Upgrades), and (ii) provide technical services (remote services to assist in all upgrades and or updates (a) updates bugs or patches that are applied by the site, if required (b) Upgrade of major or minor releases shall be treated as Monarch lead projects and shall provide technical, clinical and project management resources as required to comply with the subscription software warranties set forth herein. Major and minor releases could require assessment of some fees. Customer will accept and use all Enhancements, and such Enhancements shall be considered part of the EndoTool Product and subject to the terms and conditions of this Contract.

7. Support and Maintenance Services. During the Full Term of this Contract and subject to Customer's payment of the applicable Subscription Fees, the Company shall provide their best effort with telephonic customer support for the EndoTool Product on a 24 x 7 basis through the Company's customer support toll free phone number (except that any support with respect to analytics reports shall be limited to ordinary business hours) in accordance with the Company's Support and Maintenance Services Service Level Policy as described in Exhibit C. Updates to the Service Policy shall be communicated in writing no later than thirty (30) days to the Customer and shall be changes that benefit the client base. Portal technology, ProActive Support and quarterly Help Desk webinars shall be offered as a resource to further benefit service to Customer and to help educate Customer for speedy resolution(s). Customer will provide the Company secure (Virtual Private Network) access to designated systems, servers, computers and any other items or areas within Customer's facility related to the EndoTool Product to enable the Company to provide such remote support services with no secure access back to the Customer's main office described as no "site-to-site" connectivity. The Company shall provide support services under this Section for the then-current and immediately preceding version of the EndoTool Product. If further technical assistance such as (I) provide support services for any currently supported software version (II) software laps to an unsupported status due to Customer (III) if, the software version running in a production environment has lapsed to a status that will make it difficult to upgrade to the currently released product offering, standard service rates will be charged separately from the annual agreement amount as described herein under Exhibit A. COMPANY shall support up to three (3) minor releases (1.7.0 and above); charges may be applied not only for upgrades but for support of the software of which prices are determined by Sales. Standard service rates of $2500/day (or the then-current rate) plus pass-through costs for travel and expenses will be charged for all on-site services.

8. Excluded Services. Subscription Fees do not include any integration or training services, Enhancements, or support or maintenance services relating to errors or defects not attributable to the Company, including without limitation, errors or defects arising out of (i) Customer's failure to implement Enhancements, (ii) changes to Customer's operating system or environment that adversely affect the EndoTool Product, (iii) any alterations of or additions to the EndoTool Product performed by any party other than the Company, (iv) use of the EndoTool Product in an unintended manner, (v) an accident, negligent act or misuse of the EndoTool Product by a party other than the Company, (vi) operation of the EndoTool Product in a manner inconsistent with the

EndoTool Administrative Manual, the EndoTool User Guide, and Company's additional product manuals and promotional materials (collectively, the "**Documentation**"), or (vii) interconnection or integration of the EndoTool Product with other software not supplied or recommended by the Company. If the Company is requested by Customer to investigate, or provide services related to, any such issue, the Company may charge Customer standard service rates.

9. Other Services.   In addition to the integration and training services, Enhancements, and support and maintenance services described herein which are included in the annual costs, Customer may purchase additional consulting services as needed subject to only by an instrument in writing signed by CUSTOMER and the COMPANY at standard service rates not to exceed $2,500/ day per resource.

10. Warranties.

A.   Performance. The Company warrants to Customer that, if properly installed and used as permitted under this Contract, the EndoTool Product shall perform in accordance with the Documentation throughout the Term. Customer's minimum requirements are described in Exhibit B herein as ("Exhibit B: Statement of Work").

B.   Social Security Act. The Company warrants to Customer that the Company and its directors, officers, and agents: (i) are not currently suspended, excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (collectively, the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation or otherwise aware of any circumstances which may result in exclusion from participation in the Federal Healthcare Programs.

C.   Non-infringement. The Company warrants to Customer that the EndoTool Product and its use (as intended to be used in accordance with the Documentation) do not violate any patent, copyright, trade secret any other intellectual property right of any third person. This warranty shall not apply if (i) the EndoTool Product is modified after delivery by the Company, (ii) the EndoTool Product is combined with other products, processes or materials where the alleged infringement relates to such combination, (iii) Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the EndoTool Product is not strictly in accordance with this Contract.

D.   Remedies. In the event of any breach of the foregoing warranties listed under Paragraph 10 Section C herein this contract as "Non-infringement" during the full term of this contract, the Company shall use its commercially best efforts to correct such defect or error so that the EndoTool Product complies with such warranty. Customer agrees to immediately report to the Company any defect or error discovered and to cooperate with the company to identify and correct such defect or error. Except as otherwise specified in this Contract, as Customer's sole and exclusive remedy for breach of warranty, the Company shall correct such error or defect and, if it is unable to do so after a reasonable opportunity, Customer may terminate this Contract and receive a refund of any fees paid in advance for the balance of the term. Notwithstanding the foregoing, the Company is not required to correct any errors or defects not attributable to the Company, including without limitation, errors or defects to the extent arising out of (i) Customer's failure to implement Enhancements described as software enhancements that are distributed by Product and notifications of newly available software that are announced by marketing so CUSTOMER is aware of what new release is available as well as specific features are available in the release, (ii) changes to Customer's operating system or environment that adversely affect the EndoTool Product, (iii) any alterations of or additions to the EndoTool Product performed by any party other than the Company, (iv) use of the EndoTool Product in an unintended manner, (v) an accident, negligent act or misuse of the EndoTool Product by a party other than the Company, (vi) operation of the EndoTool Product in a manner inconsistent with the Documentation, or (vii) interconnection or integration of the EndoTool Product with software not supplied by or recommended by the Company.

E. Clinical Decisions. Customer acknowledges that the EndoTool Product does not make clinical, medical or other decisions and is a tool for use by qualified healthcare personnel for Customer at Customer's own risk. It is not intended to replace physician orders. All decisions regarding patient care must be made by a qualified healthcare provider and consider the unique characteristics of each patient. The Company specifically disclaims and Customer agrees to assume all risk, responsibility, and liability for determining the data necessary for Customer to make medical decisions and that the use of the EndoTool Product by Customer complies with accepted medical practice and standards of medical care, in general and at Customer's site.

F. Disclaimer of Warranties. Except as expressly provided in this Section 11, the Company specifically disclaims all express or implied conditions, representations, and warranties including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, noninfringement, satisfactory quality or arising from a course of dealing, law, usage, or trade practice with respect to the EndoTool Product, documentation and such materials and services and with respect to use of any of the foregoing.

11. Limitation of Liability.   In no event shall the Company (including its officers, owners, employees, representatives and agents) be liable for special, indirect, consequential, incidental, or punitive damages, however caused and regardless of the theory of liability arising out of this Contract or the delivery, installation, upgrade, maintenance, use of or inability to use the EndoTool Product, even if the Company has been advised of, knew or should have known of the possibility thereof. The Company's liability for damages under this Contract shall not, in any event, exceed $2,000,000.00. The limitations of liability in this section shall also apply to the Company's provision of any support services related to the EndoTool Product, including under a separate statement of work.

12. Indemnification. The Company shall hold Customer harmless from liability to third parties resulting from infringement of the EndoTool Product of any United States patent or any copyright or misappropriation of any trade secret, provided the Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The Company shall not be responsible for any settlement it does not approve in writing. The foregoing indemnification obligations do not apply with respect to portions or components of the EndoTool Product (i) that are not the most recent version (including Enhancements) supplied by the Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) that are combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the EndoTool Product is not strictly in accordance with this Contract. If, due to a claim of infringement, the EndoTool Product is held by a court of competent jurisdiction to be or is reasonably believed by the Company to be infringing, the Company shall, at its option and expense (a) replace or modify the EndoTool Product to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the EndoTool Product, or (c) if neither of the foregoing is commercially practicable, terminate this Contract and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the EndoTool Product. The foregoing constitutes the sole and exclusive obligation and remedy of each of the parties with respect to infringement of any intellectual property or other proprietary rights of a third party.

13. Business Associate Agreement; Use of Customer Data. The parties shall comply with the terms of the Business Associate Agreement (the "BAA") attached hereto as Exhibit C. Subject to the terms of the BAA, Customer may assist the Company in the preparation of files of de-identified data generated by the EndoTool Product (as provided in 45 C.F.R. Section 164.514(b), as amended from time to time) under a separate agreement, subject to the provisions of the BAA.

14. Confidentiality. Agreement and pricing shall become a public record and may be subject to disclosure pursuant to the California Public Records Act.

15. Severability. If any provision of this Contract is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Contract shall otherwise remain in full force and effect and enforceable.

16. Notices. All notices under this Contract shall be in writing and shall be deemed to have been duly given when received, if personally delivered the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

17. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

18. No Assignment or Sublicense. This Contract may only be assigned by either party (i) with the prior written consent of the other party; (ii) to its parent, wholly-owned subsidiary or a wholly-owned subsidiary of its parent, or (iii) to any successor by merger or acquisition or by divestiture or spin-off of substantially all of the business to which this Contract relates. Customer will not transfer, sell, donate, salvage or otherwise dispose of any media, device, server or computer containing a copy of the EndoTool Product, unless all copies of the EndoTool Product are first destroyed, uninstalled and/or erased from such media, device, server or computer where the EndoTool Product resides.

19. Entire Agreement. This Contract is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Contract. No waiver, amendment or modification of this Contract, or additional terms contained in any purchase order, acknowledgment form, vendor registration process or other document, shall be binding unless expressly approved in writing signed by authorized representatives of each party.

20. Compliance Disclosure. The Subscription Fees (including the value of any discounts, rebates, or other price concessions) are intended to reflect discounts or other reductions in price within the meaning of the discount exception to the federal anti-kickback statute 42 U.S.C. Section 1320a-7b(b)(3)(A). In addition, any value provided to the Customer under the warranties set forth in this Contract shall be provided in accordance with the provisions of the federal anti-kickback statute warranty safe harbor regulation (42 CFR Section 1001.952(g)). Customer will properly report and appropriately reflect such discounted prices on cost reports or claims submitted to any state or federal program that provides reimbursement to Customer for the items to which the discount applies. Further, Customer will retain invoices and other price documentation and make them available to federal or state officials upon request.

21. INSURANCE.

A. Evidence of Coverage: Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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B. Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

C. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

D. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

E. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy

shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance**. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

F. **NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.**

Monarch
Medical Technologies

Two signed original copies of this Contract must be returned by Customer to Monarch Medical Technologies, Attention Director of Sales at 2137 South Blvd., Suite 300, Charlotte, NC 28203-5042. A countersigned originally executed copy of the Contract shall be returned to Customer.

By signature below, the undersigned hereby requests installation and/or activation of the EndoTool Product for Customer and has authority to deliver this request and obligate the Customer to pay the Subscription Fees as described herein Exhibit A.

Accepted by:
Monarch Medical Technologies, LLC

By: _Linda V Beneze_

Printed Name: __Linda Beneze__

Title: __President & CEO__

Date: __6/15/18__

Accepted by:
Natividad Medical Center

By:_____

Printed Name: _____

Title:_____

Date:_____

Reviewed as to fiscal provisions

_____ 7/27/18
Auditor-Controller
County of Monterey

EXHIBIT A
ANNUAL ENTERPRISE SUBSCRIPTION

Monarch
Medical Technologies

HOSPITAL SYSTEM NAME		# HOSPITALS	TOTAL SYSTEM DISCHARGES	ANNUAL ENTERPRISE PRICE
			7,199	$56,872.10

HOSPITAL	HOSPITAL NAME	# OF ANNUAL DISCHARGES	IV Dosing Platform List Price per Dishcarge	SubQ Dosing Platform List Price per Discharge	ORIGINAL ANNUAL COST		NEW Total Annual Cost 21% DISCOUNT OFFERED
1	Natividad Medical Center	7,199	$5.00	$5.00	S	71,990.00	S 56,872.10
							S -
	ENTERPRISE SUBSCRIPTION TOTAL:					$71,990.00	S 56,872.10

				YEAR 1 TOTAL ANNUAL COST
	ENTERPRISE SUBSCRIPTION SUBTOTALS:		21% Discount Applied	S 56,872.10
	OUTBOUND INTERFACE FEE (one time fee)			S 5,000.00
	PROFESSIONAL SERVICE FEES			$14,398.00
	TOTALS:			S 76,270.10

				YEAR 2 TOTAL ANNUAL COST
	ENTERPRISE SUBSCRIPTION SUBTOTALS:		21% Discount Applied	S 56,872.10
	PROFESSIONAL SERVICE FEES			
	TOTALS:			S 56,872.10

				YEAR 3 TOTAL ANNUAL COST
	ENTERPRISE SUBSCRIPTION SUBTOTALS:		21% Discount Applied	S 56,872.10
	PROFESSIONAL SERVICE FEES			
	TOTALS:			S 56,872.10

*** TOTAL COST PER YEAR TO BE BILLED ON AN ANNUAL BASIS ***

Year 1 Cost: $76,270.10
Year 2 Cost: $56,872.10
Year 3 Cost: $56,782.10

Total Cost for three (3) years is	$	190,014.30

Included - Endotool Implementation and rollout of EndoTool by the Monarch professional services team including: gathering customer requirements, determining optimal configuring, testing, deploying and installing the system on site and training end users.
Included - IN BOUND INTERFACE

Natividad Enterprise

Statement of Work

Presented By:
Sandy Nosich
June 18, 2018

This Statement of Work ("SOW") is between Natividad Enterprise ("Customer") and Monarch Medical Technologies ("Monarch"). This SOW is governed by the terms and conditions of the Monarch Agreement ("Agreement") and incorporated by reference herein.

The purpose of this document is to provide an outline of the approach that will be used to manage the Implementation of Monarch's Solution.

This document defines Monarch's current understanding of the engagement's objectives, scope and assumptions based upon information gathered throughout the sales cycle and post-sales interviews. Modifications to information contained in this document occurring after approval will be considered a change in scope and managed through Monarch's Change Management process.

Project Scope

EndoTool® IV/SubQ is a highly complex software system that calculates the dose of IV/SubQ insulin needed to quickly and safely control blood glucose levels in hospitalized patients. This FDA-cleared software actively models and adapts to individual patient responses to IV/SubQ insulin. Each hospital will be assigned a Clinical and IT specialist which will be provided by Monarch Medical Technology (MMT). The Customer will be responsible for appointing a **Project Manager, Clinical Champion and IT Champion** to collaborate with the MMT representatives to organize the following:

- The software installation (EndoTool IV, EndoTool Thick Client, EndoTool SubQ, EndoTool EMR, EndoTool HL7, EndoTool Analytics, EndoTool Self-Service Analytics and EndoTool ProActive Support)
- Development of parameter values
- Development and Institution of EndoTool orders and policy
- User education
- Go-live processes
- Follow up
- Customer support

Below are the specific deliverables for this effort and all areas that should be considered/tested by the customer.

Scope of Work: Implementation of the Monarch Full Suite of software to include EndoTool IV, EndoTool Thick Client, EndoTool SubQ, EndoTool EMR, EndoTool HL7, EndoTool Analytics, EndoTool Self-Service Analytics and EndoTool ProActive Support. The project includes an EMR interface launch with HL7 Inbound and Outbound integrations to all facility/units identified for EndoTool IV and SubQ. The implementation will be conducted with a minimum 2 Phase approach, starting with EndoTool IV and concluding with EndoTool SQ.

- ✓ ADT interface
    - ○ MPI
    - ○ MRN
    - ○ Name
    - ○ DOB
    - ○ Gender
    - ○ Race
    - ○ Account number
    - ○ Unit
    - ○ Room/bed
    - ○ Attending physician
- ✓ Clinical values interface
    - ○ Height/weight
    - ○ Glucometer readings

- o Lab values (creatinine, hemoglobin a1c)
- o DM type
- ✓ Outbound ORU interface
  - o IV
    - Glucose
    - IV Insulin drip rate
    - IV Insulin bolus
    - Supplemental carbs
    - Rescue carbs
    - Confirmations
    - Secondary user verification ID
    - Next glucose check due timestamp
    - Mode of therapy
    - Glucose goal range
    - The HL7 outbound – EMR clinical doc flowsheet
  - o SubQ
    - Glucose
    - Supplemental carbs
    - Subcutaneous insulin basal dose
    - Subcutaneous insulin bolus dose
    - Subcutaneous insulin correction dose
    - Meal
    - Subcutaneous insulin tube feed bolus dose
    - D5 dextrose dose
    - D10 dextrose dose
    - Tube feeding carbs
    - TPN carbs
    - Next glucose check due timestamp
    - Glucose goal range
    - The HL7 outbound – EMR clinical doc flowsheet

The following should be considered by the site and fully tested and verified per customer specifications and guidelines at least 2-weeks prior to go-live.

- • Unit/Integrated Tests developed by customer based on their parameters
- • Launching the application(s) from [EMR/HIS Integration, Intranet Link, Desktop Shortcut, MNS Thick Client] for all Active Directory Groups for the EndoTool solutions (IV, SubQ and Analytics)
- • All patient specific data sent in to Endotool via HL7 feed
  - o Correct sending facility in MSH-4
  - o Correct unit in PV1-3.1
  - o Correct patient demographic data
  - o Correct inbound patient values
  - o Correct inbound ORU clinical values

- All patient specific data received back to [EMR/HIS] from EndoTool
    - IV Outbound ORU clinical values
    - SubQ Outbound ORU clinical values
- All parameter site specific choices
    - Medical Director Specific Criteria
        - Hyperglycemic Mode: Blood Glucose Goals/Bolus Feature
        - EREI and Supplemental Carbohydrate
        - Hypoglycemia Treatment
        - Frequency Settings
        - Insulin Type and Maximums
        - Modes of Therapy Specific Choices
        - Pediatric Dosing
        - Clinical Events
        - Stable Criteria
        - Transition to SubQ
        - Printable Subcutaneous Recommendations
            - Basal & Bolus SubQ Insulin Orders for Patients Eating Meals
            - Basal & Bolus SubQ Insulin Orders for Patients on Continuous Nutrition
            - Correction Insulin Orders Only for 3 Meals/Day Nutrition
            - Correction Insulin Orders Only for Continuous Nutrition
            - IV Insulin Drip Orders for Temporary use without EndoTool
    - Unit Administrator Parameters
        - Alerts
        - Deleting Glucoses
        - Glucose Entry Warnings
        - IV Infusion Settings
        - Patient Location
        - Purge Settings
        - QA Reports
        - Reasons for Dosing Deviation
        - SCIP
        - Downtime
        - Verification of Patient and/or Glucose
    - Facility and System Parameters. Documentation of these to be provided during installation process

Approach, Resources & Responsibilities

Project activities will produce baseline documentation that further defines the scope of the project, specifically with regard to budget, schedule, and the nature of ongoing project

management. These baseline documents will become subsequent statements of work that further outline specifics with expected business/technology implications.

Hardware requirements

EndoTool has been designed to fit within your existing infrastructure, not to impose an external standard. The EndoTool system can be configured on virtual servers or physical ones, **but can not be shared with other systems on the same hardware**. The database can be clustered, or not, etc. The system archtecture supports multiple configurations (clustering, replication, failover, etc.) but we highly recommend following the proposed architecture presented in the sales process to utilize high availability features of the product.

Hardware requirements, as outlined by Monarch, are expected to be followed as minimum specifications.

I. **Client Roles**

- **Hospital Project Manager** – A client project manager (PM) will be needed to coordinate and schedule resources and activities, working in partnership with the Monarch project manager. Primary responsibilities and activities include:
  (a) Serve as the primary client point of contact for the Monarch team
  (b) Coordinate and schedule client resources
  (c) Prepare client resources for kickoff call and subsequent calls/meetings
  (d) Review a project plan with tasks, responsibilities and timing
  (e) Confirm Hospital Key Contacts incl. Champions, Medical Director, and Super Users
  (f) Lead or assist Monarch PM with regularly scheduled status calls
  (g) Manage testing efforts to make sure Monarch software works effectively and as expected in the test/prod environments
  (h) Help facilitate issue resolution
  (i) Publish the required eLearning provided by Monarch for general user training
  (j) Schedule and coordinate Train-the-Trainer Clinical Training on site or via Webinars if applicable.
  (k) Schedule and coordinate support for Hospital Technical Training, Pre-activation and Go Live

- **Clinical Champion** – Work with the clinical personnel to help coordinate site specific needs in clinical environments where Monarch will be utilized. This resource should help facilitate discussions with the Medical Director, Pharmacy resources, Physicians and Nurses as well as drive training efforts for the staff. Monarch's Project Manager should rely on this resource to navigate through site specific requirements that will help us achieve a successful go live. Expectations include:

(a) Drive Education (super users, eLearning, end user training, MD Education, updates)

(b) Assist in determining parameters values

(c) Ensure applicable facility policies and order sets are created/amended

(d) Develop end user workflow including downtime procedures

(e) Ownership of all facility EndoTool clinical elements (EndoTool Analytics, updates, parameter changes)

- **Technical Champion** – Work with technical resources as well as Monarch Technical Services team to provide required technical direction for the project. Direction includes:

  (a) Making sure the assigned hardware is ready and available to the specified Monarch personnel, per requirements stated in the contract. The OS and hardware installation and support are the responsibility of NMC. Best practice configuration will be provided to NMC staff.

  (b) The required software is loaded and configured on the assigned hardware

  (c) Access to the assigned hardware is provided to the Monarch Project Manager

  (d) Proper rights are assigned to the Monarch login (local admin rights on the server as well as admin rights to the EndoTool database)

  (e) Remote connectivity is provided via VPN connection, or other connectivity technology that will allow Monarch Technical Services the ability to manage software (MMT and Server OS) configurations. Configurations will be agreed upon prior to installation.

  (f) Facilitate discussions on EMR integration efforts if applicable

  (g) Facilitate discussions on HL7 interfacing efforts if applicable.

II. Monarch Roles

- **Project Manager** – A Monarch project manager (PM) will be assigned to coordinate and schedule resources and activities, working in partnership with the Hospital project manager. Primary responsibilities and activities include:

  (a) Serve as the primary Monarch point of contact

  (b) Coordinate and schedule Monarch resources

  (c) Conduct pre-kickoff planning calls to drive project scope and assess the organization's environment, resources, risks and readiness

  (d) Prepare and lead kickoff

  (e) Review a project plan with tasks, responsibilities and timing

  (f) Assign Roles and confirm Hospital Key Contacts including Champion, Medical Director, Super Users

  (g) Lead or assist hospital PM with regularly scheduled status calls

  (h) Provide analysis and design services as needed

  (i) Schedule delivery of software

(j) Facilitate design sessions, including clinical design sessions to examine current and future state workflow

(k) Facilitate issues resolution

(l) Offer recommendations and best practices

(m) Provide training material and expertise regarding training methods for client resources (SCORM files, methodologies, etc.)

(n) Schedule and coordinate support for Hospital Technical Training, Pre-activation and Go Live

- **Clinical Services Team** – Monarch will assign a Clinical Specialist that will:
  (a) Review hand off project checklist from PM and IT team

  (b) Work with the hospital clinical team for Monarch system overview and education

  (c) Establish standards of practice and criteria for blood glucose control using the Monarch IV and SubQ Glucose Management System

  (d) Monarch will provide a sample Policy/Items for consideration customized for each facilities order sets

  (e) Review Monarch System Parameter Settings with the hospital clinical team

  (f) Onsite Super User and Train the Trainer Clinical Training class when applicable

  (g) Engage with the clinical champion and leadership to accomplish high utilization rates and promote end user adoption

  (h) Assist the hospital with support during go-live

  (i) Other support may include site assessment

  (j) Support will include:
    o pre-go-live support calls as needed for site champion and super users
    o follow up call one week post go-live
    o follow up quarterly and as needed with Monarch onsite champion to review data and discuss any necessary items
    o 24/7 on call support

- **Technical Implementation Services Team** – Monarch will provide Technical Consultant(s) and documentation on the technical solution. Consultants will provide expertise and support for hospital personnel responsible for configuring and maintaining the Monarch system. Primary responsibilities and activities include:
  (a) Provide software and activation codes (test and production)

  (b) Assist hospital IT staff with creating databases for test and production environments.

  (c) Assist hospital IT staff installing test and production websites and determine end user method of access

  (d) Assist with setting up HL7 interfaces

  (e) Create initial hospital units within the Monarch system

(f) Complete written report regarding the deployment and send to MMT clinical team

(g) Conduct support training to the hospital(s) Help Desk

(h) Support go-live, on site or remote, as determined by the Project Manager

I. Documentation (provided softcopy, PDF format)

As part of the Monarch Project Implementation, Monarch will provide relevant technical and clinical documentation as per the scope of the project.

II. Go-Live:

   (1) **Monarch Clinical Services Team Responsibilities**:
   - Verify parameters for each unit already imported prior to go-live
   - Validate main nursing station is configured correctly when on site.
   - Verify audible alerts on main nurse's station and other designated PCs when on site.
   - Verify unit names are correct in Monarch system.
   - Provide education as specified in the education plan.
   - Provide sign in sheet for Super User training if training is done on site.
   - Support hospital nursing personnel with initializing patients on Monarch system and throughout the go-live process when on site.
   - One week post go-live remote meeting to complete and evaluate go-live.

   (2) **Hospitals Clinical Team Responsibilities**:
   - Designated contacts and key individuals (Champion, Medical Director, Super Users) defined during kick off will be present for the go-live
   - Designated contact to provide access to classroom and equipment
   - Unit designated representatives will ensure super user class participation and end users complete the computer based training module. Classes need to begin on time.
   - Unit designated representative and IT representative to assist MMT Clinical specialist with location of units and PCs including mobile units. Also, to specify designated nurses station PC and other PCs to function with audible alerts.
   - Unit designated representative to provide access to units and act as liaison to MMT Clinical Specialist and nursing staff to optimize implementation of Monarch system and rounding during go-live process when on site.
   - Designated contact to orchestrate follow-up meeting and ensure key participates are present.

   (3) **Monarch IT Responsibilities**:
   - Provide support to clinical specialist if necessary and ongoing communication with hospital's IT during go-live.

    (4) **Hospital IT Responsibilities:**
- Support the Monarch team for the go-live process
- Ongoing communications with MMT IT for support during go-live when necessary.

III.   Post Go-Live

    (1) **Project Manager Responsibilities:**
- Monarch Project Manager will provide a scheduled follow up conference call 1 week following the go-live.
- Monarch Project Manager will coordinate clinical calls for post go-live project assessment, if needed.
- Monarch Project Manager will coordinate the project transition to Monarch Support team.

    (2) **Monarch Clinical Services Team Responsibilities:**
- Attend Post Go-Live Meeting

    (3) **Hospital's Responsibilities:**
- Attend Post Go-Live Meeting

Project Assumptions

- **Remote Access:** client has provided Monarch's technical team with access to remotely administrate the hardware and software deployed to host EndoTool.
- **Testing:** client's technical and clinical teams have tested and validated all aspects of desired functionality prior to go-live.
- **Parameters:** client's clinical and technical teams have validated and approved all EndoTool application parameters prior to go-live.
- **Communication:** ongoing and timely communications between Monarch project team and client's project team throughout the implementation and go-live process.

Change Management Process

Any deviations that impacts the scope, schedule or costs agreed upon in this Statement of Work will be subject to the following Change Order procedure:

- A Change Order request will be submitted in writing to Monarch
- The involved personnel will review and discuss the proposed change(s) and make a decision whether to include the change in the scope of the project
- If the change requires additional cost, the Monarch PM and Regional Sales VP will estimate the incremental costs associated with the change(s)

The Change Order will be reviewed and approval obtained by receipt of a PO for the additional services being requested.

If the changes impact the go-live date, the customer is responsible for the communication to all project associated participants

Changes may only be amended or modified via an amendment signed by both parties.

Statement of Work Acceptance

Signature Approvals

We, the undersigned, agree to this Scope of Work of the Monarch Insulin Dosing System.

Monarch software to be provided, installed and tested:

EndoTool IV 1.9.0

EndoTool SubQ 1.7.0

EndoTool Thick Client Installer 8.9.0

EndoTool HL7 Services 3.5.4

EndoTool EMR 1.3.4.1

EndoTool Analytics 2.8.1

EndoTool Self-Service Analytics 1.2

EndoTool ProActive Support 1.1

Approved:

By: *Sandy Nosich*   *Sandy Nosich*   Date: April 5, 2018

6/21/2018

Sandra Nosich, MA

Manager Clinical Services and Project Management

Professional Services

Monarch Medical Technologies, Inc.

By: _____   Date: _____

[Enter Name Here]

[Title]

[Department]

[Customer]

Definitions

A. "Authorized Contact(s)" means the primary contact(s) between Licensee and Monarch regarding the registry and report of Support Calls.

B. "Error" means an error in the Software that causes the Software to fail to perform in substantial conformance with the documentation for the Software.

C. "Fix" means the repair or replacement of object or executable code within the Software to remedy an Error.

D. "Service Hours" means 24 hours/day, 7 days/week.

E. "Software" means software identified in the Agreement and attached documents, in object code form including: (i) related documentation; and (ii) Enhancements.

F. Refer to contract for definition of "Support".

G. "Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Error without substantially impairing Licensee's use of the Software.

Scope of Support and Maintenance Services

A. Support and Maintenance Services will be provided exclusively in the form of online support, which will include telephone, email, electronic delivery of updates, remote access to an on-site installation through remote connectivity software (such as VPN, GoToMeeting, WebEx, etc.) or any other mutually agreeable equivalent that does not require on-site access by Monarch but does allow Monarch access and local admin control of assigned Monarch server(s).

B. Support and Maintenance Services include:
   i. Access to Monarch helpdesk for reporting issues with Monarch Software and for obtaining assistance in the use of Monarch Software.
   ii. Software error corrections when Monarch Software materially fails to conform to the documentation.
   iii. Software Updates offered by Monarch, when available, that replace, modify, enhance or otherwise change Monarch Software or Documentation.

C. Support and Maintenance Services do not include:
   i. On-site maintenance or support.
   ii. Removal of errors due to the use by Licensee of the Monarch Software contrary to the documentation (such as use in an unsupported environment), abuse, willful destruction or failure to install an Update provided by Monarch.
   iii. Removal of errors due to the reinstallation of the Monarch Software or use of the Monarch Software with unauthorized, incompatible, misconfigured or malfunctioning software.
   iv. Removal of errors due to modifications or attempted servicing by any party other than Monarch.

2137 South Blvd, Suite 300, Charlotte. NC 28203

www.monarchmedtech.com

Conditions of Support and Maintenance Services

A. **Operation Time**: Support and Maintenance Services will be available 24 x 7.

B. **Support Administrator**. Licensee will designate one contact (and one alternate, if desired) within its support organization and all requests will be made solely by this contact (the "Support Administrator").

C. **Helpdesk**. Licensee will communicate with Monarch for Support and Maintenance Services solely through Monarch's technical support helpdesk at support@monarchmedtech.com or another address provided by Monarch.

D. **Response**. Once Monarch has received Licensee's request, Monarch will consider the most appropriate modalities of the Support and Maintenance Services, and will make commercially reasonable efforts to resolve the issue in a time consistent with Licensee's needs.

E. **Update Delivery**. Software error corrections and Updates will be provided to Licensee via media selected by Monarch's discretion.

F. **Billable Support**. Licensee's requests for:

    i.   assistance concerning problems with the installation and operation of unauthorized third-party software,

    ii.   modification, tailoring, customization or enhancement to Monarch Software, or

    iii.   other support not included in Maintenance and Support Services pursuant to 2(B,C) above, will be billed at Monarch's then-current rates.

Monarch will use reasonable efforts to get prior approval for, but reserves the right to charge for time spent determining that these conditions apply. Monarch and Licensee will agree in advance prior to any action covered by (ii).

Licensee Responsibilities

A. **Assistance**. Licensee will provide Monarch with all the means and information reasonably required to facilitate Monarch's Support and Maintenance services, including but not limited to:

    i.   Providing Monarch with remote access to the Monarch Software installation where the issue has arisen, via agreed upon remote connectivity software;

    ii.   Providing Monarch support with local admin rights to the server(s) where Monarch software resides as well as admin rights to the test and production Monarch databases.

    iii.   Providing all required information on the installation configuration, and trying as much as reasonably possible to collect missing information; and

    iv.   Assisting in on-site troubleshooting, if need be, either directly or through the Licensee.

B. At Monarch's direction, the Licensee shall take all reasonable steps necessary to carry out procedures for the rectification of Errors with minimal impact, down-time and impact to users of Software and related system within a reasonable time after such procedures have been received from Monarch.

C. **Backup.** Before any performance of Support and Maintenance Services by Monarch, Licensee will ensure the backup of all data, files and programs in order to prevent any loss, destruction or alteration of such work.

D. **Training.** The Licensee shall properly train its personnel in the use and operation of the Software and shall operate and maintain the Licensee network in a manner consistent with best industry practice and in compliance with all applicable requirements under the Agreement.

Service Levels

Incidence description	Response priority	Initial Response Time	Status Update	Objective for resolution or Workaround
Licensee reports a problem that causes the Software to be non-operational for all or substantially all users, and there is no known Workaround.	Critical Severity 1	1 hour	3 hours	24 hours
Licensee reports (a) a problem that causes the Software to be non-operational for any users, and there is no known Workaround or (b) a problem with the Software that causes a serious disruption which cannot be solved (temporarily) by a Workaround.	High Severity 2	4 hours	Daily	48-72 hours
Licensee reports a non-critical problem in the Software where the Licensee is able to continue to use the Software and a mutually acceptable Workaround is available.	Medium Severity 3	1 Business Day	Weekly	1 – 2 weeks
Licensee reports a problem in the Software that is not a Severity 1, 2 or 3 Error.	Low Severity 4	3 Business Days	Bi-Weekly	Next product release

*if a workaround exists the issue will be downgraded to the next lower severity level

A. **Level of priority**. A level of priority will be assigned by Monarch for each support request received by the helpdesk based on the following criteria:

B. **Response**

　i. The Licensee Authorized Contact shall report any Error with the Monarch Software to the Monarch Support Center. It is expected that the Licensee shall make every effort to identify Licensee internal technical and configuration issues

as being the source of the reported issue BEFORE contacting the Monarch Support Center. Monarch will make reasonable efforts to determine the root cause and resolve de reported issue. The resolution timeframe provided above states Monarch objective to resolve the issue, provide a correction or provide a workaround. If a permanent solution cannot be delivered within the timeframe, Monarch will provide a clear work plan for resolving the error and will execute according to the work plan. Monarch shall assign a Severity priority level to the request during Service Hours.

  ii. Monarch will acknowledge receipt of Support Calls by email or telephone, with a tracking number and within the Support Response Time.

  iii. After acknowledging Severity 1 and Severity 2 issues Monarch will provide the Licensee with a Workaround or Fix that The Licensee will successfully test and implement.

  iv. After acknowledging Severity 3 issue Monarch will use commercially reasonable efforts during the period of 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, excluding federal holidays, to provide the Licensee with a Workaround or Fix.

  v. After acknowledging Severity 4 issues Monarch will incorporate any necessary changes with the next full release of the Software, or provide a Fix or Workaround thereto, in its sole discretion.

C. Assumptions

  i. Following the acknowledgement of Severity 1 issue by Monarch and Licensee, Monarch will use best efforts to provide within 24 hours the Licensee with a Workaround or Fix that the Licensee will successfully test and implement.

  ii. Licensee agrees to make its IT and/or clinical staff reasonably available to work with Monarch team.

  iii. Licensee agrees to allow access to its pre-production or test environment.

  iv. Licensee will provide an available test environment if the licensee is in production state, where the reported issue can be duplicated.

Escalation

If Licensee does not receive the initial response, status update or resolution within the timeframes set forth in 5 (b), Licensee can escalate to the next highest Monarch employees stated below.

Position	Name	Contact Details
Manager of Support Services	Jeffrey Stables	Jeffrey.stables@monoarchmedtech.com
VP of Prof Services	Joe Killingsworth	Joe.Killingsworth@monarchmedtech.com
President & CEO	Linda Beneze	Linda.Beneze@monarchmedtech.com

Exclusions

A. If Monarch believes that a problem reported by the Licensee may not be due to an Error in the Software, Monarch will so notify the Licensee.

B. Support does not include services requested as a result of, or with respect to, causes which are not attributable to Monarch or the Software ("Excluded Services").

C. Causes which are not attributable to Monarch or the Software include, but are not limited to:

    i. modifications made by or at the direction of the Licensee, other than modifications made by Monarch, to its operating environment, and third party software or hardware not supplied by Monarch that adversely affects the Software;

    ii. any alterations or additions to the Software not performed by Monarch;

    iii. failures in operation of the Software that are not reproducible in the Licensee environment;

    iv. Software that is operated in violation of the Agreement or other than in accordance with the documentation for the Software.

Professional Services
Implementation Methodology

ENDOTOOL™
GLUCOSE MANAGEMENT SYSTEM

Overview

EndoTool IV™ is the pioneering intravenous technology offering from the EndoTool suite of products, which are designed to provide unsurpassed patient-specific glycemic control across a broad population of patients.

The market-leading blood glucose management software solution for healthcare institutions has been developed by Monarch Medical Technologies based on proprietary Model Predictive Control technology and is the only software solution of its kind that models, predicts and adapts insulin dosing to the individual patient's unique physiology and individual response.

The system was designed to integrate seamlessly with any existing IT infrastructure via private intranet cloud-based or thick client deployment. The solution was also created to provide powerful metrics and analytical intelligence, which allow organizations to examine and quantify system-, hospital or unit-wide, as well as patient- and clinician-specific results with EndoTool IV, making its benefits even more meaningful. EndoTool can be licensed by the unit or at an enterprise level, and can be installed on as many PCs as necessary to accommodate clinician workflow.

Features

- Utilizes HL7 outbound messaging to hospital electronic health record (EHR) systems

- Utilizes ADT patient data to supply input for the system

- Has multi-hospital database capabilities

- Private intranet cloud-based or thick client deployment for greater flexibility

- Offers EndoTool IV Computer-Based Training (CBT)

- Provides comprehensive EndoTool Analytics to identify and evaluate trends across an organization

Our Professional Services Team

- Works closely with customers and partners to ensure successful implementations and upgrades of our EndoTool® glucose management platform

- Has over 8 years of glucose management implementation experience

- Guides clients through each step of the implementation, bringing forward functional and technical knowledge for successful results

- Monarch implementation team is committed to delivering optimal

- Implementations with the maximum possible ROI

- Reduce deployment risk through best-practice methodologies

Methodology Overview

Monarch has developed a structured Project Methodology that is easily adaptable and achieves consistent results. Comprising of four Project Implementation Main Phases to help guide customers through the project life cycle, each phase is essential in the successful delivery of a project. The duration of each phase is based on best practice minimums and assumes that each phase is executed successfully once.

During Initiation, Monarch Professional Services will be introduced to the Hospital, best practices will be reviewed, client requirements will be scoped to generate the Statement of Work (SOW).

During Post Implementation, Monarch will obtain a project sign off, the client will be assisted for a transition to Monarch ongoing Support and a Post Mortem report will be produced.

(see the following page to review the phased Project and Implementation Plan)

Project Team: Roles and Responsibilities

Monarch Project Team*

Project Manager – A Monarch project manager (PM) will be assigned to coordinate and schedule resources and activities, working in partnership with the Hospital project manager.

Clinical Specialist – A Clinical Specialist will be assigned to coordinate all the clinical services activities including Clinical Training and Validation with the Hospital Clinical team.

Technical Consultant – a Technical Consultant will be assigned to perform all IT related activities including System Implementation and assist during Go-Live. The technical consultant will be performing all activities remotely unless otherwise agreed upon.

Hospital Project Team

The Hospital will work with Monarch Project Manager to provide project team members to fulfill the following roles. One assigned role may fill multiple roles:

- Project Sponsor/ Project Manager
- Clinical Champion
- Medical Director
- Super Users
- Care Unit contact for workflow & clinical decisions

- EndoTool System Administrator
- Network/IT contact / Server Admin manager
- ADT interface contact
- SQL Data Base Administrator
- Desktop Support Analyst

* The Monarch Project Implementation Team works simultaneously on multiple projects and are not considered a full time resource to any single project.

Project Management and Implementation

Project Kick-off

Phase 1 - Project Preparation

- Scope of Work/Purchase Order reviewed
- Project Kick-Off with customer
- Roles/Responsibilities/Tasks/timing assigned
- Feasibility/Risks identified
- Prepare the Parameter settings
- eLearning reviewed
- Agree to clinical training and go live dates
- Installation Go/No Go defined
- Provide system implementation and go live documentation

Phase 2 - System Implementation

- System Design: verify system architecture/topology
- Functional Design/Setup Schedule
- Conduct on site or remote technical training
- Monarch System installed, configured and tested (remote and/or onsite)
- SQL Server and build database
- ADT interface setup
- Active directory groups
- Live, training and test environment setup

Phase 3 - Validation & Clinical Training

- Clinical end user and Super User training conducted
- Parameters document completed
- Import/Setup parameters
- Monarch System Overview and Education
- Establish Standards of practice
- Review Monarch System Parameter settings

Phase 4 - Go Live

- Cut-over to production
- Go-Live support (onsite as needed)
- Transition to Monarch Support

Project Sign Off

Project Duration (2 months)*

Project Initiation

1 week

2 weeks

4 weeks

1 week

Transition to support

* The actual duration of a phase may vary based on the overall project scope and commitment of resources.

Exhibit C:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective <u>October 1, 2018</u> ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Monarch Medical Technologies, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A.   WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B.   WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C.   WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D.   WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E.   WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1.   DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d)   Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e)   Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f)   Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g)   De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3.   RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1.   Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a)   Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i)   Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii)   Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b)   In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach.   Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c)   Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d)   Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e)   Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

(f)   Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g)   Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h)   Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i)   If all or any portion of the PHI is maintained in a Designated Record Set:

(i)   Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii)   Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j)   If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k)   To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l)   Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m)   Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2   Business Associate Acknowledgment.

(a)   Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b)   Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c)   Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3   Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a)   Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b)   Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c)   Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d)   Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4.   TERM AND TERMINATION

4.1 **Term.** This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 **Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 **Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 **Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Monarch Medical Technologies, LLC

Attn: President & CEO

2137 South Blvd, Suite 300

Charlotte, NC 28203

Phone: (704) 323-4092

Fax:

If to Covered Entity, to:
Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 **Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 **Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 **Applicability of Terms.** This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.
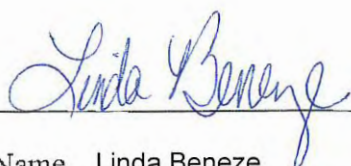
5.10 **Insurance.** In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 **Legal Actions.** Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.12   **Audit or Investigations**. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.
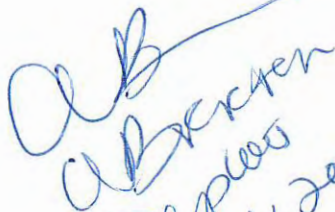
IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE   **COVERED ENTITY**

By: _____   By: _____

Print Name   Linda Beneze   Print Name: _____

Print Title   President & CEO   Print Title: _____

Date: 6/15/18 _____   Date: _____