

Fill in this information to identify the case:

Debtor American Choice Healthcare, LLC

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 24-10178

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Manifest MedEx</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>510-683-1333</u>	Contact phone _____
	Contact email <u>See summary page</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5146 ____

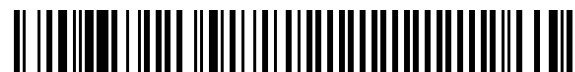
7. How much is the claim? \$ 10,000.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services Provided

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/08/2024
MM / DD / YYYY

/s/Elizabeth Killingsworth
Signature

Print the name of the person who is completing and signing this claim:

Name Elizabeth Killingsworth
First name Middle name Last name

Title General Counsel and chief Privacy Officer

Company Manifest MedEx
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 251-2679 | International (310) 751-2609

Debtor: 24-10178 - American Choice Healthcare, LLC		
District: District of Delaware		
Creditor: Manifest MedEx Elizabeth Killingsworth, General Counsel and Chief Privacy Officer 6001 Shellmount Street, Suite 500 Emeryville, CA, 94608 USA Phone: 510-683-1333 Phone 2: 617-543-7948 Fax: Email: elizabeth.killingsworth@manifestmedex.org	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	Has Related Claim: No Related Claim Filed By:
Other Names Used with Debtor:	Filing Party: Authorized agent	
Amends Claim: No Acquired Claim: No		
Basis of Claim: Services Provided	Last 4 Digits: Yes - 5146	Uniform Claim Identifier:
Total Amount of Claim: 10,000.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Elizabeth Killingsworth on 08-May-2024 1:00:06 p.m. Eastern Time Title: General Counsel and chief Privacy Officer Company: Manifest MedEx		

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|--|--|--|
| <input type="checkbox"/> Cano Health, Inc. (Case No. 24-10164) | <input type="checkbox"/> DGM MSO, LLC (Case No. 24-10180) | <input type="checkbox"/> Orange Accountable Care Organization of South Florida LLC (Case No. 24-10196) |
| <input type="checkbox"/> Primary Care (ITC) Intermediate Holdings, LLC (Case No. 24-10165) | <input type="checkbox"/> Cano PCP Wound Care, LLC (Case No. 24-10181) | <input type="checkbox"/> Cano Health New Mexico LLC (Case No. 24-10197) |
| <input type="checkbox"/> Complete Medical Billing and Coding Services, LLC (Case No. 24-10166) | <input type="checkbox"/> Cano Research LLC (Case No. 24-10182) | <input type="checkbox"/> Cano Pharmacy, LLC (Case No. 24-10198) |
| <input type="checkbox"/> Cano Health, LLC (Case No. 24-10167) | <input type="checkbox"/> Cano Personal Behavior LLC (Case No. 24-10183) | <input type="checkbox"/> Orange Accountable Care Organization, LLC (Case No. 24-10199) |
| <input type="checkbox"/> Cano Health of Puerto Rico LLC (Case No. 24-10168) | <input type="checkbox"/> Cano PCP MSO, LLC (Case No. 24-10184) | <input type="checkbox"/> IFB Pharmacy, LLC (Case No. 24-10200) |
| <input type="checkbox"/> CHPR MSO LLC (Case No. 24-10169) | <input type="checkbox"/> Physicians Partners Group Puerto Rico, LLC (PR) (Case No. 24-10185) | <input type="checkbox"/> American Choice Commercial ACO, LLC (Case No. 24-10201) |
| <input type="checkbox"/> Cano Health of Florida, LLC (Case No. 24-10170) | <input type="checkbox"/> Cano HP MSO, LLC (Case No. 24-10186) | <input type="checkbox"/> Belen Pharmacy Group, LLC (Case No. 24-10202) |
| <input type="checkbox"/> Cano Health CA1 MSO LLC (Case No. 24-10171) | <input type="checkbox"/> Cano PCP, LLC (Case No. 24-10187) | <input type="checkbox"/> Orange Care IPA of New York, LLC (Case No. 24-10203) |
| <input type="checkbox"/> Physicians Partners Group Merger, LLC (Case No. 24-10172) | <input type="checkbox"/> Orange Healthcare Administration, LLC (Case No. 24-10188) | <input type="checkbox"/> University Health Care Pharmacy, LLC (Case No. 24-10204) |
| <input type="checkbox"/> Cano Health Nevada Network, LLC (Case No. 24-10173) | <input type="checkbox"/> ACH Management Services, LLC (Case No. 24-10189) | <input type="checkbox"/> Orange Care IPA of New Jersey, LLC (Case No. 24-10205) |
| <input type="checkbox"/> Comfort Pharmacy 2, LLC (Case No. 24-10174) | <input type="checkbox"/> Physicians Partners Group of FL, LLC (Case No. 24-10190) | <input type="checkbox"/> Cano Health New York, IPA, LLC (Case No. 24-10206) |
| <input type="checkbox"/> Cano Medical Center of West Florida, LLC (Case No. 24-10175) | <input type="checkbox"/> Cano Behavior Health LLC (Case No. 24-10191) | <input type="checkbox"/> Total Care ACO, LLC (Case No. 24-10207) |
| <input type="checkbox"/> Cano Occupational Health, LLC (Case No. 24-10176) | <input type="checkbox"/> PPG Puerto Rico Blocker, Inc. (Case No. 24-10192) | <input type="checkbox"/> Clinical Research of Hollywood, P.A. (Case No. 24-10208) |
| <input type="checkbox"/> CH Dental Administrative Services LLC (Case No. 24-10177) | <input type="checkbox"/> Orange Care Group South Florida Management Services Organization, LLC (Case No. 24-10193) | <input type="checkbox"/> Cano Health CA1, LLC (Case No. 24-10209) |
| <input checked="" type="checkbox"/> American Choice Healthcare, LLC (Case No. 24-10178) | <input type="checkbox"/> Cano Belen, LLC (Case No. 24-10194) | <input type="checkbox"/> Cano Health Illinois 1 MSO, LLC (Case No. 24-10210) |
| <input type="checkbox"/> Physicians Partners Group Puerto Rico, LLC (FL) (Case No. 24-10179) | <input type="checkbox"/> Cano Health Illinois Network, LLC (Case No. 24-10195) | <input type="checkbox"/> Solis Network Solutions, LLC (Case No. 24-10211) |

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Manifest MedEx</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Elizabeth Killingsworth, General Counsel and Chief Privacy Officer Manifest MedEx Name _____ <u>6001 Shellmound St., Suite 500</u> Number Street <u>Emeryville, CA 94608</u> City State ZIP Code <u>USA</u> Country Contact phone <u>510-683-1333</u> Contact email <u>elizabeth.killingsworth@manifestmedex.org</u>	Where should payments to the creditor be sent? (if different) Aya Yamada, Assistant Controller, Manifest MedEx Name _____ <u>6001 Shellmound St., Suite 500</u> Number Street <u>Emeryville, CA 94608</u> City State ZIP Code <u>USA</u> Country Contact phone <u>510-683-1321</u> Contact email <u>accountsreceivable@manifestmedex.org</u>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	

5. Do you know if anyone else has filed a proof of claim for this claim? No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5 1 4 6

7. How much is the claim?
 \$ 10,000.00 [Ten Thousand dollars]. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?
 Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

Services Performed

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
- Nature of property:**
- Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- Motor vehicle
- Other. Describe: _____
- Basis for perfection:** _____
- Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
- Amount of the claim that is secured:** \$ _____
- Amount of the claim that is unsecured:** \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
- Fixed
- Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/07/2024
MM / DD / YYYY

DocuSigned by:
Elizabeth Killingsworth
6EF97C75A4A54EE
Signature

Print the name of the person who is completing and signing this claim:

Name Elizabeth Anne Killingsworth
First name Middle name Last name

Title General Counsel and Chief Privacy Officer

Company Manifest MedEx
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 6001 Shellmound Street, Suite 500
Number Street
Emeryville CA 94608 USA
City State ZIP Code Country

Contact phone 510-683-1333 Email elizabeth.killingsworth@manifestmedex.org

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**

- **Fill in the caption at the top of the form**

- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.

- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**

- **If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

Cano Health Claims Processing Center
c/o KCC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Alternatively, your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/CanoHealth>

- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.

- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.**
For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at <http://www.kccllc.net/CanoHealth>

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate.
11 U.S.C. § 503

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Do not file these instructions with your form.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Manifest MedEx

Mailing Address:
PO Box 1980
El Cerrito, CA 94530



Invoice

Bill To

Raphael Ruiz
American Choice Healthcare, LLC
9725 NW 117th Avenue, Suite 200
Miami FL 33178

Participant

TOTAL

\$10,000.00

Invoice #	Terms	Date	Due Date
INV-2370	Net 30	1/9/2024	2/8/2024

Quantity	Item	Rate	Amount
1	IPA Subscription Fees IPA Subscription Fees: 2024 Q1 January 1, 2024 - March 31, 2024	\$10,000.00	\$10,000.00

Subtotal \$10,000.00

Total \$10,000.00

Thank you for your business. We encourage participants to pay via wire or ACH!
For questions/inquiries, please email accountsreceivable@manifestmedex.org

Bank: Bank of America
ABA: 026009593 (Wires)
Routing Number: 121000358 (ACH)
Account Number: 1416412227

Physical Address:
6001 Shellmound Street, Suite 500
Emeryville, CA 94608

MANIFEST MEDEX
PARTICIPATION AGREEMENT

This Participation Agreement, (the “**Agreement**”) by and between Manifest Medex, a California nonprofit public benefit corporation (“**MX**”), and American Choice Healthcare, LLC a State of Florida Limited Liability Company (“**Participant**”), is entered into as of the date that the last Party executes the Agreement (the “**Effective Date**”). MX and Participant are each a “Party” or collectively the “Parties.”

WHEREAS, MX is organized to facilitate health information aggregation and sharing in a manner that complies with Law;

WHEREAS, MX operates a health information exchange (the “**HIE**”) that will enable its participants to electronically provide and receive health information regarding their patients; and

WHEREAS, Participant is an IPA for purposes of determining data contribution requirements. Participant will both provide data to and receive data from the HIE.

NOW, THEREFORE, the Parties agree as follows:

I. DEFINITIONS.

- a. “**Administrator**” means one (1) or more individuals designated by Participant to: (a) designate Participant’s Authorized Users; and (b) fulfill other responsibilities specified in the Agreement on behalf of Participant.
- b. “**API**” means application programming interface.
- c. “**Authorized User**” means an individual: (i) designated and authorized by an Administrator, in accordance with the procedures set forth in the Agreement, to access and/or use the System and Services on behalf of a Participant; and (ii) who is permitted under applicable Law to access and/or use the System and Services.
- d. “**Business Associate Agreement**” or “**BAA**” means the business associate agreement that is executed by the Parties and attached to the Agreement.
- e. “**Calendar Quarter**” means the three months following the first day of January, April, July and October.
- f. “**Confidential Information**” means (a) all trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives and agreements, whether written or verbal, that are confidential in nature and pertains to or is related to the Agreement, (b) all electronic or physical security profiles, security assessments and security audit reports of MX, Participant or an NP Participant and (c) all software, solutions, services and API keys of MX Vendor to which Participant gains access by being a Party; provided, however, that Confidential Information shall not include information that:
 1. is publicly known at the time of disclosure;
 2. is already known or obtained by any other Party other than in the course of the other Party’s performance pursuant to its “participation agreement”, and without breach of any confidentiality, nondisclosure or other agreement by that other Party or in violation of applicable Law;

3. is independently developed by any other Party;
 4. becomes known from an independent source having the right to disclose that information and without similar restrictions as to disclosure and use and without breach of these Agreement, or any other confidentiality or nondisclosure agreement by that other Party; or
 5. is Patient Data.
- g. **“Data Contributor”** means a Person, including, but not limited to, Participant, NP Participants, Vendors, and other entities, that has entered into a written agreement with MX, either directly or indirectly, to provide Patient Data to MX.
 - h. **“Data Submission Guidelines”** or **“DSG”** means the guidelines for Participant to submit Patient Data to MX, as provided by MX to Participant from time to time.
 - i. **“De-Identified Data”** means data that satisfies the requirements of 45 C.F.R. § 164.514(b).
 - j. **“Fees”** means, collectively, the Subscription Fees, Implementation Fees, and any other fees paid pursuant to this Agreement as set forth in Exhibit 1.
 - k. **“Go-Live Date”** means earlier of: (1) the date on which MX first notifies Participant that Participant and/or that one or more of the Participant Affiliates has access to use the System, or (2) one hundred eighty days (180) from the Effective Date.
 - l. **“Healthcare Provider”** means Participant or an NP Participant that either: (a) meets the definition of provider in HIPAA; or (b) is a medical group (e.g., independent practice association) providing core administrative services to a provider that meets the HIPAA definition.
 - m. **“Health Plan”** means a Person that either: (a) meets the definition of health plan in HIPAA; or (b) provides core health plan administrative services (at a minimum: medical claims processing services and provider network management services) to a health plan that meets the HIPAA definition.
 - n. **“Healthcare Data”** means Patient Data and/or De-Identified Data that is collected, created, maintained or disclosed by MX.
 - o. **“Law”** means any federal or state law, statute, ordinance, rule, legally binding administrative interpretation, regulation, order, judgment, or decree that is applicable to a Party or to another Person identified in the Agreement. Law shall include, but is not limited to, Health Insurance Portability and Accountability Act (**“HIPAA”**) and related regulations; the Health Information Technology for Economic and Clinical Health Act (**“HITECH”**) and related regulations; and the California Confidentiality of Medical Information Act (**“CMIA”**) and related regulations.
 - p. **“Material Service Change”** means either: (a) a material cessation or reduction in the functionality or interfaces of the System; or (b) a reduction in the level of Services provided by MX.
 - q. **“MX Vendor”** means a Person with which MX has entered into a written agreement to provide technology or other services in connection with providing Services or the System.
 - r. **“NP Participant”** means a Person that has either (1) entered into a “participation agreement” with MX to act as a Data Contributor and/or receive Patient Data from MX but is not a Party to this Agreement or (2) entered into an agreement with a health information network or similar entity (such as eHealthExchange) that permits data exchange with MX.
 - s. **“Participant Affiliate”** means the entities identified in Exhibit 3. Exhibit 3 may be amended by mutual written agreement, which shall include email, of Participant and MX without the need for a formal amendment. Participant shall ensure that Participant Affiliates comply with the terms of this Agreement applicable to Participant, including the Policies, except that only Participant will be obligated to pay Fees or perform other duties specified herein which, by their context, clearly apply only to Participant.

- t. **“Patient”** means an individual whose Patient Data is contributed to MX by a Data Contributor.
- u. **“Patient Data”** means health information that: (a) is created or received by a Healthcare Provider or Health Plan; (b) relates to: (i) past, present or future physical or mental health of a Patient, or (ii) the provision of health care to a Patient; (c) identifies the Patient, or there is a reasonable basis to believe the information can be used to identify the Patient (including Protected Health Information, as that term is defined in HIPAA, and Medical Information, as that term is defined in the CMIA); and (d) is made available to the System by a Data Contributor pursuant to the Agreement or an NP Participant’s participation agreement.
- v. **“Person”** means an individual person, an entity, or a governmental organization or agency, including health information exchanges, researchers, Participants, NP Participants and/or an individual(s) who does not participate in MX’s HIE.
- w. **“Personnel”** means a Person’s employees, Authorized Users, accountants, attorneys, consultants, directors, agents, representatives, subcontractors and subcontractors’ employees that provide, access, receive or use any part of the System or the Services.
- x. **“Policies”** mean the privacy policies, security policies and/or procedural requirements adopted by MX and made available to Participant at, as amended by MX from time to time. The current version of the Policies can be found at <https://www.manifestmedex.org/resources/>.
- y. **“Protected Health Information”** or **“PHI”** has the meaning ascribed in 45 C.F.R. § 164.103.
- z. **“Services”** means all services provided by MX pursuant to the Agreement.
- aa. **“System”** means the HIE and its related technology and Services.

II. SERVICES.

- a. Services. MX shall provide the System and Services as set forth in Exhibit 1. Fees, if applicable, for such services are set forth in Exhibit 1 and payable in accordance with Section VI of this Agreement.
- b. HITRUST. MX will use commercially reasonable efforts to maintain (i) its HITRUST CSF Certification in accordance with HITRUST standards, and/or (ii) other industry-standard security certification as may be appropriate at a future date.

III. MUTUAL RIGHTS AND RESPONSIBILITIES; RELATIONSHIP BETWEEN THE PARTIES

- a. Compliance with Law and Safety. Each Party and its Personnel shall perform their duties and exercise their rights under the Agreement in compliance with Law. Each Party and its Personnel shall always consider Patient safety in taking any action under the Agreement.
- b. Policies. MX and Participant and their respective Personnel shall each comply with the Policies, which is incorporated into and is part of the Agreement.
- c. Independent Contractors. Each Party is and shall at all times be an independent contractor of the other, and not an employee, agent, partner of, or joint venture with the other. Except as specifically allowed by the Agreement, neither Party has any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other Party.

IV. PARTICIPANT RIGHTS AND RESPONSIBILITIES.

- a. Policies. Participant, including, Personnel and Authorized Users, shall at all times comply with the Policies.
- b. Restricted Use, Security, and Access.
 - 1. Participant shall:

- i. Restrict access to and use of the System and Services to Participant and its Authorized Users;
 - ii. Only permit Authorized Users to access or use the System and the passwords and/or the user names applicable to the System;
 - iii. Prevent all Persons (other than Authorized Users) from accessing and/or using the System;
 - iv. Implement security measures with respect to the System and safeguard Patient Data as required by the Agreement;
 - v. Together with its Authorized Users, use reasonable professional judgment in its use of the Healthcare Data and its application of the Healthcare Data to make clinical decisions;
 - vi. Develop, maintain and comply with written requirements that govern Participant's and Authorized Users' access to Systems and use of protected health information. Those written requirements must be consistent with the Agreement and shall be provided to MX upon request; and
 - vii. Notify MX immediately of any suspected or actual access to or use of the System or Patient Data other than as permitted by this Agreement.
2. Participant shall not inhibit an NP Participant's access to the System or Patient Data.
- c. Training. Participant shall, to the reasonable satisfaction of MX, educate and train its Authorized Users regarding the requirements of the Agreement, including the Policies and privacy and security protocols.
 - d. Participant Expenses. Participant is solely responsible for all charges and expenses Participant incurs to (1) access and use the System and Services and/or (2) meet data contribution requirements.
 - e. Trademarks. Participant and its Personnel shall: (i) maintain MX's and MX Vendor's trademarks, service marks, and copyright legends; and (ii) not violate MX's and/or MX Vendor's trademarks, service marks, copyright legends and/or any other intellectual property rights. Participant will be liable for the acts of third-party service providers engaged by Participant who violate these proprietary rights or applicable Law.

V. DATA.

- a. Data Contribution. Participant shall (1) contribute Patient Data to MX regularly and promptly, and consistent with the Data Submission Guidelines, after receiving such Patient Data from Participant's sources and (2) maintain its connection to the System and facilitate access to the Patient Data, each as required by Exhibit 2 "Data Contribution Requirements," the Policies, and this Agreement.
- b. Data Quality. Participant shall use reasonable and appropriate efforts to ensure that all Healthcare Data provided by Participant and/or Personnel to MX is accurate with respect to each Patient. Each Party shall use reasonable and appropriate efforts to assure that its Personnel do not inappropriately alter or corrupt the Patient Data received by or transmitted from that Party.
- c. Notice of Data Inaccuracy. Each Party shall promptly notify the other Party of any known inaccuracy in the Patient Data provided to the other Party through the System.
- d. Participant Access to System. MX grants to Participant, and Participant accepts, a non-exclusive, personal, nontransferable, limited right to access and use the System under the terms and conditions set forth in the Agreement. Participant's right is conditioned on Participant fully complying with the Agreement. Participant does not have any other right to access the System unless otherwise expressly granted by the Agreement or a separate arrangement that complies with Section V.e.1.

- e. Participant Use of Data. When accessing or using Patient Data pursuant to the Agreement, Participant and Authorized Users may access and/or use Patient Data to perform any activities Participant is allowed to perform under the Agreement (including the Policies). Notwithstanding any other provision of the Agreement, if Participant or an Authorized User accesses any Patient Data that it is not permitted to access under the Agreement at the time of that access, then Participant: (i) will be in breach of the Agreement, (ii) will not have or obtain any right to that Patient Data, and (iii) must immediately return or destroy that Patient Data.
- f. MX Use of Data. Subject to the limitations on use of Healthcare Data set forth in the Policies, Participant grants to MX a fully-paid, non-exclusive, non-transferable, royalty-free right and license: (a) to license and/or otherwise permit Persons to access through the System and/or to receive from the System all Healthcare Data provided by Participant; (b) to use Healthcare Data provided by Participant to perform any activities MX is allowed to perform under the Agreement (including the Policies); and (c) to use Healthcare Data provided by Participant to carry out MX's duties under the Agreement, including, but not limited to, system administration, testing and audits, provision of services, problem identification and resolution and management of the System. MX's rights under this Section V.f shall continue for as long as MX holds or controls Participant's Healthcare Data.
- g. Availability of Patient Data. MX makes no representation or warranty regarding the availability through the System of Patient Data related to or originating from any particular Data Contributor or NP Participant.

VI. FEES.

- a. Fees. Participant shall pay the Fees set forth in Exhibit 1 of this Agreement, subject to change as set forth in Section VI.f below.
- b. Payment Timing. Participant agrees to pay MX upon receipt of each invoice, and agrees further to pay a one-and-one-half percent (1.5%) per month service charge on all undisputed invoices that are not paid within thirty (30) days of receipt of the applicable invoice.
- c. Disputed Fees. Notwithstanding the foregoing, if Participant disputes any charges or amounts on any invoice, and such dispute cannot be resolved promptly through good faith discussions between Participant and MX, then Participant will pay upon receipt the amount of the invoice less the disputed amount, provided that Participant shall diligently proceed to work with MX to resolve any such disputed amount. Any sums withheld pursuant to this paragraph shall not accrue service charges, but if the contested invoice is later determined to be valid in amount, Participant shall pay the amount withheld plus a one-and-one-half percent (1.5%) per month service charge calculated retroactive to the date which is thirty (30) days following receipt of the invoice which was originally disputed.
- d. Taxes. All Fees will be paid exclusive of all federal, state, municipal or other government excise, sales, use, occupational or like taxes now in force or enacted in the future. Participant shall pay any tax (excluding taxes on MX's net income) that MX may be required to collect or pay due to the sale or delivery of items and services provided to Participant pursuant to the Agreement. MX will not deliver the System or Services to Participant in tangible form. Notwithstanding the foregoing: (a) the Parties do not anticipate that any sales or use taxes will be payable with respect to the Services or other deliverables provided hereunder (except for any taxes that become payable as the result of any change in applicable Law); and (b) if possible, MX shall not deliver tangible copies of any software or other deliverables in a manner that would cause taxes to become payable.
- e. Effect of Failure to Pay. In the event that any invoice is not timely paid as provided herein, MX may, in addition to any other right or remedy that it may have under this Agreement or at law, suspend Participant's use of the System and/or Services if MX has not received payment in full within ten (10) days of MX's written demand therefore.

- f. Change to Subscription Fees. MX may add or change Fees charged for the Services under this Agreement by providing Participant at least ninety (90) days' prior written notice of such changes (the "Fee Notice"); provided that Participant may terminate the Agreement by providing MX written notice of such intent pursuant to Section VII.b.
- g. Invoice Submission. MX shall submit invoices to the following email address: Raphael Ruiz, raphael.ruiz@orangecaregroup.com.

VII. TERM, TERMINATION, AND SUSPENSION.

- a. Term. The Agreement is effective on the Effective Date and shall remain in effect until terminated as set forth below.
- b. Termination by Participant. Participant may terminate the Agreement at any time, with or without cause, and without penalty, after delivering thirty (30) days' prior written notice to MX.
- c. Termination by MX. MX may exercise any of the following termination rights.
 - 1. Privacy and Security. MX may in its sole discretion terminate the Agreement at any time if MX determines in its sole discretion that Participant's actions and/or continued participation in MX would, or is reasonably likely to, endanger the privacy or security of Patient Data or otherwise result in a breach of the Agreement that is reasonably likely to harm MX or an NP Participant. MX shall deliver notice of this termination to Participant at least twenty-four (24) hours prior to terminating Participant's access to the System, unless MX determines in its sole discretion that Participant's access must be terminated immediately in order to protect the privacy or security of the Patient Data, in which case MX may terminate access immediately without notice.
 - 2. Uncured Breach. MX may terminate the Agreement if Participant breaches the Agreement and that breach continues uncured for a period of thirty (30) days after MX has delivered written notice of that breach to Participant. MX's notice of breach shall include a description of the breach.
 - 3. Without Cause. MX may terminate the Agreement at any time, with or without cause, and without penalty, after delivering ninety (90) days' prior written notice to Participant.
- d. Failure to Comply with Law. Either Party may terminate the Agreement by providing thirty (30) days' written notice to the other Party that: (a) identifies the Law that is (or will be) violated by the Agreement; and (b) explains why the Agreement will not comply with Law. After a Party receives that notice, both Parties shall cooperate in good faith during the next thirty (30) days to amend the Agreement so that it complies with the identified Law. If the Parties do not execute a written amendment to the Agreement within the thirty (30) days, then either Party may terminate the Agreement by delivering a five (5) days' written termination notice to the other Party. If the Law is already in effect and violated by the Parties or the Agreement, then either Party may immediately suspend all or part of its performance under the Agreement that is illegal while the Parties attempt in good faith to modify the Agreement to cure that violation of Law.
- e. Effects of Termination.
 - 1. Patient Data. Upon any termination of the Agreement, Participant shall have no continued right to receive or duty to provide Patient Data, or to receive the Services. Upon any termination, the Parties will comply with the provisions of the BAA as it pertains to PHI. If Participant has provided Patient Data to MX, the Parties acknowledge and agree that such Patient Data has been merged with MX's and/or NP Participant's data and, accordingly, it is infeasible to destroy, delete or return that Patient Data. MX shall protect such Patient Data as it protects all other Patient Data in its possession. To the extent that either Party possesses Patient Data from

the other Party, each Party shall protect that Patient Data as it protects all other Patient Data in its possession, but is not required to destroy, delete or return that Patient Data upon termination.

2. Fees. If Participant has pre-paid to MX any Subscription Fees that have not yet been earned by MX as of the date of termination, MX shall repay to Participant those unearned Fees.
- f. Suspension. In the event that MX determines in good faith that Participant (or any of its Personnel or Authorized Users) ceases to be compliant with the Agreement, including the Policies, MX may, in its discretion: (i) provide written notice to Participant of such non-compliance (ii) suspend access to the System and/or Services to Participant; and/or (iii) work with Participant to bring Participant (and its Personnel and Authorized Users) back into compliance. Notwithstanding the foregoing, MX retains the right to immediately suspend access to the System and Services, in its sole discretion, in the event that MX reasonably perceives there to be (i) a patient safety concern; (ii) a violation or potential violation of Law; (iii) a risk to the privacy or security of Patient Data; or (iv) access and/or use of the System by unauthorized Persons. Participant's access to the System shall be restored when MX, in its sole discretion, determines that the initial cause for the suspension has been cured.

VIII. **CONFIDENTIAL INFORMATION & COMMUNICATION.**

- a. Nondisclosure. If a Party comes into possession of Confidential Information of or regarding the other Party, MX Vendor, a Party's vendor or an NP Participant, the Party shall: (a) keep and maintain in strict confidence all such Confidential Information; (b) not use, reproduce, distribute or disclose that Confidential Information except as permitted by the Agreement; and (c) prevent the Party's Personnel from making any use, reproduction, distribution, or disclosure of the Confidential Information that is not allowed by the Agreement.
- b. Equitable Remedies. All Confidential Information represents a unique intellectual property of the Person who owns that Confidential Information, and such Person will be entitled to equitable relief and any other remedies available by Law.
- c. Notice of Disclosure. A Party may disclose Confidential Information if that Party is legally compelled to make that disclosure; provided that the Party promptly provides the other Party with notice thereof by the earlier of: five (5) calendar days after receiving the request to disclose from a Person, or three (3) business days before that disclosure will be made by the Party.
- d. Media Releases. Notwithstanding any other provision of the Agreement, MX may publicly identify Participant as a participant in MX and may include the name, address, logo, and a brief description of Participant on its website or in any other materials developed by MX. Participant grants MX a royalty free license to use Participant's name and logo for the foregoing.

IX. **REPRESENTATIONS AND WARRANTIES.**

- a. Exclusion from Government Programs. Each Party represents and warrants that it and its Personnel have not: (a) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (b) been convicted of any crime relating to any federal and/or state reimbursement program.
- b. Limited Warranties. Participant's access to the System, use of the Services, and receipt of Patient Data from MX are provided "as is" and "as available"; and (b) MX does not make any representation or warranty of any kind regarding the System or Services, expressed or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. MX does not warrant that the System will meet Participant's requirements or that it will operate without interruption or be error free.

- c. Authorization and Compliance. Participant covenants, represents, and warrants that Participant (and each Participant Affiliate) has all necessary authority: to enter into this Agreement, to grant the rights granted herein, and to send and receive the Patient Data exchanged under this Agreement.

X. INSURANCE; INDEMNIFICATION; LIMITATION OF LIABILITY.

- a. [REDACTED]

- b. [REDACTED]

c. [REDACTED]

XI. MISCELLANEOUS TERMS.

- a. Governing Law. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of California, without reference to its conflicts of laws principles. All Disputes (defined below) not resolved pursuant to Section XI.h below will be adjudicated in the state and federal courts located in San Francisco, California and each Party hereby consents to the personal jurisdiction of such courts.
- b. Amendment and Material Service Change.
 1. Amendment. Any modification or amendment to the Agreement must be in writing and signed by the Parties, except that the Policies, DSG, Fee Schedule, and Material Service Changes may be modified as set forth in the Agreement.
 2. Material Service Change. MX may in its sole discretion implement a Material Service Change after providing at least ninety (90) days prior written notice of the change to Participant. Following a Material Service Change not acceptable to Participant, Participant may terminate the Agreement pursuant to Section VII.b.
 3. Policies and DSG Revision. MX may in its sole discretion modify or otherwise revise the Policies and/or DSG after providing at least ninety (90) days prior written notice of any material revision to Participant before the material revision is effective. If the Policy and/or DSG revision is not acceptable to Participant, Participant may terminate the Agreement pursuant to Section VII.b.
 4. Required Revision. Notwithstanding any other provision in the Agreement, if a revision to the Policies, Terms and/or DSG is required, in the reasonable judgment of MX, to be made for the continued technological functioning of the HIE or for compliance with Law, MX may unilaterally implement that revision and may shorten any requirement for prior notice set forth in the Agreement to that time period which MX reasonably determines appropriate under the circumstances.
- c. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be addressed to the appropriate Party as provided below, or at such other address as the receiving Party may designate in writing, and shall be effective: (i) on the date of delivery if given in writing and hand delivered; (ii) on the date received, if sent by overnight courier with written proof of receipt, or by First Class United States Mail with postage prepaid and return receipt received; or (iii) the date sent by electronic mail so long as the sending Party does not receive a message in return that the electronic message is undeliverable. Refusal to accept delivery will be deemed receipt. A Party may change its notice address for purposes of this Agreement by giving written notice to the other Party.

If to Participant: Company: American Choice Healthcare, LLC
 Attn: Raphael Ruiz
 Address: 9725 NW 117th Avenue, Suite 200
 Miami, FL 33178
 E-Mail: raphael.ruiz@orangecaregroup.com

If to MX: Manifest MedEx
 Attn: Chief Executive Officer
 6001 Shellmound St., Ste. 500
 Emeryville, CA 94608
 Email: legal@manifestmedex.org

- d. Assignment. Neither Party may assign the Agreement or any of the Party’s rights, interests, duties or obligations under the Agreement, by operation of law or otherwise, without the prior written consent of the other Party, which consent may be given, conditioned or withheld in the other Party’s sole discretion, except that (a) either Party may assign the Agreement in whole or in part to an affiliate or to a successor in interest, and (b) consent shall not be necessary in the context of an acquisition, merger or change of control involving either Party. Any attempted assignment or transfer in violation of the foregoing will be null and void.
- e. Availability of Records. For four (4) years after any termination of the Agreement, the Secretary (“**Secretary**”), the Comptroller General of the United States (“**Comptroller General**”) and/or their designee will have access to all books and records of MX directly pertaining to the subject matter of the Agreement, in accordance with the criteria developed by the U.S. Department of Health and Human Services as provided in Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. §1395x(v)(1)(A), *et seq.* (“**ORB**”). During those four years, upon request of the Secretary, the Comptroller General and/or their designee, MX shall make available (at reasonable times) the Agreement and all books, documents and records of MX that are necessary to verify the nature and extent of the costs of Services provided by MX under the Agreement. Notwithstanding the foregoing, access to MX’s books, records and documents will be discontinued and become null and void upon a finding by a court or quasi-judicial body of competent jurisdiction that the Agreement is outside the scope of the regulatory or statutory definition of those agreements included within the purview of Section 952 of ORB or the rules and regulations promulgated thereunder.
- f. Federal Reporting Requirements. For four (4) years after any termination of the Agreement, MX shall maintain its books, documents and records showing the nature and extent of the cost of Services furnished under the Agreement in compliance with Section 1861(v)(1)(I) of the Social Security Act. If requested, MX shall grant access thereto to the Secretary, the Comptroller General and/or their designee.
- g. Audit Rights. Each Party shall permit the other Party to access, inspect, and audit such data and records for the purpose of verifying fees, adherence to access requirements, or compliance with other terms and conditions of this Agreement. Any such inspection or audit may be performed following reasonable prior written notice, but not more often than once in any twelve (12) month period. The auditing party will pay all of its own expenses incurred as a result of conducting any such inspection or audit.
- h. Disputes. In the event of any Claim or disagreement related to the Agreement (a “**Dispute**”), the Parties shall:
 1. Dispute Notice. A Party alleging a Dispute shall send written notice of the Dispute and the Party’s position regarding the Dispute (the “**Dispute Notice**”) to the other Party and any other

Person that the Party believes is involved in the Dispute. The Dispute Notice shall propose a time and place for all involved Persons to meet and confer regarding the dispute.

2. Meet and Confer. Within twenty (20) days of a Party sending a Dispute Notice, the Parties shall meet and confer in good faith regarding the Dispute. Other Persons interested in the Dispute shall be invited to the conference, but the conference shall be held at the earliest date on which the Parties can attend (regardless of the attendance of other interested Persons). The Meet and Confer shall be considered a settlement negotiation for the purpose of all Laws, including California Evidence Code § 1152.
3. Injunction. Notwithstanding anything to the contrary, any Party may immediately file suit in any court as that Party deems necessary to protect Confidential Information or Patient Data.
 - i. Representation by Counsel; Interpretation. Each Party has been represented by counsel in connection with this Agreement or has had an opportunity to be so represented. Both parties expressly waive any claim that ambiguities in this Agreement should be interpreted against the other Party due to the other Party drafting the language.
 - j. Entire Agreement. The Agreement is the entire understanding of the Parties regarding its subject matter, and supersedes all prior written or oral understandings, promises, representations and discussions between them with respect the subject matter of the Agreement.
 - k. Force Majeure. Neither Party shall be liable or deemed in default for failure to fulfill any obligation under this Agreement due to causes beyond its reasonable control, provided that the Party uses good faith efforts to perform its duties. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond the Parties' control, and neither Party shall be liable for losses, expenses or damages, ordinary, special or consequential, resulting directly or indirectly from such causes.
 - l. Severability. If any provision of the Agreement or the application of any provision, in whole or in part, is determined to be invalid, void, illegal or unenforceable by an arbitrator or a court of competent jurisdiction and such provision can be severed without substantially changing the bargain reached by the Parties, such provision or part of such provision shall be severed from the Agreement, and such severance shall have no effect upon the enforceability, performance or obligations of the remainder of the Agreement.
 - m. Survival. Provisions of the Agreement shall survive any termination or expiration of the Agreement when evident by the context of the provision and/or when specifically identified as surviving.
 - n. Third-Party Beneficiary. No Person other than the Parties will have any right under or due to the Agreement, and no Person will be a third-party beneficiary of the Agreement.
 - o. Waiver. No delay or omission by a Party to exercise a right or power it has under the Agreement shall be construed as a waiver of that right or power. A waiver by any Party of any breach of the Agreement shall not be construed to be consent to, waiver of, or excuse for any subsequent or different breach. All waivers must be in writing and signed by the Parties.
 - p. Conflicts. If the BAA conflicts with any other part of this Agreement (including the Policies), the BAA shall prevail. If the Policies conflict with any other part of this Agreement (except the BAA), the Policies shall prevail. If the terms of any other Exhibit conflict with those of this Agreement, this Agreement shall prevail.

THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT INCLUDING ANY EXHIBITS, ATTACHMENTS, OR SCHEDULES HERETO ARE PART OF THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. BY SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS. PARTICIPANT AND MX ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Manifest MedEx

By: *Erica Galvez*
Erica Galvez (Jul 11, 2022 13:48 MDT)
Name: Erica Galvez
Title: Acting CEO
Date: 07/11/2022

Participant

By: *Raphael Ruiz*
Raphael Ruiz (Jul 12, 2022 19:05 EDT)
Name: Raphael Ruiz
Title: COO/SVP
Date: 07/12/2022

EXHIBIT 1

SERVICE DESCRIPTION

This Exhibit 1 includes the various subsections of Exhibit 1 (Exhibit 1-A, Exhibit 1-B, etc.).

MX shall provide the services described herein to Participant in accordance with the terms and conditions of the Agreement and this Exhibit 1.

EXHIBIT 1-A
CORE SERVICES

- I. **Description of Services.** MX will provide to Participant the following Services:
- a. Web-based query portal that enables Participant to look up and access an individual patient's health information.
 - b. A notification service that alerts Participant when a Patient of Participant is: (i) seen in the emergency department of Participant or an NP Participant; or (ii) admitted to or discharged from the hospital of Participant or an NP Participant. Notifications will be based on the patient panels or eligibility files submitted by Participant.
 - c. Data services that give Participant access to health information for its patients/members such as message forwarding and bulk record download.
- II. **Training.** Each Participant must designate a training coordinator ("**Training POC**") before Participant begins to use the System. The Training POC will be responsible for training Participant's Authorized Users on the use of the System, and on compliance with the Policies and Agreement. MX will provide web-based and/or in-person training to Training POCs and Administrator POCs (defined below) and will provide training resources and materials that Training POCs can use to train Authorized Users. Any training requested by Participant in addition to MX's standard training will be negotiated by the Parties and memorialized in a separate Exhibit.
- III. **Support.**
- a. Participant must provide a single point of contact ("**Administrator POC**") for Tech Services before Participant begins to use the System. Administrator POCs will be responsible for: the management of Authorized Users (e.g., setting up Authorized User accounts, assigning roles and providing security credentials to Authorized Users); ensuring that Authorized Users have reviewed and agree to comply with the Policies and the Agreement prior to obtaining access to the System; and providing Level 1 help-desk support to Authorized Users, including re-setting passwords.
 - b. MX will support Participant's performance of the above responsibilities by MX offering support for Administrator POCs, accessed through the web and/or email during Monday through Friday, 8:00 AM to 5:00 PM PST, excluding MX holidays posted on the MX website.
- IV. **Availability and Network Monitoring.** Services will be monitored 24x7x365 by MX vendors. MX and its vendors will maintain hosted services agreements that guarantee at least 99.8% uptime per calendar month, not including scheduled downtime. In the event of unexpected downtime, MX will provide notifications to Participant via e-mail or other electronic method such as the MX landing page.
- V. **Implementation.** Participant will pay Implementation Fees as set forth in Exhibit 1 to MX for implementation services. These services include assisting with VPN and other connectivity services, channel/feed development and configuration, mapping, patient or provider attribution, routing configuration, technical testing, project management, business analysis and other activities that enable Participant's contribution of data to the MX System.
- VI. **Fees.** Participant shall submit to MX eligibility files for IPA members (that define the identities of lives covered by the Participant) within thirty (30) days of the Effective Date, and regularly thereafter as reasonably requested by MX. The number of members subject to the Subscription Fees (defined below) ("**Covered Lives**") will be established by MX from the eligibility files submitted by Participant.

- a. **Subscription Fees.** For each Calendar Quarter, Participant shall pay to MX the greater of (1) \$10,000 (the “**Minimum Fee**”) or (2) the total number of Covered Lives on the last day of each Calendar Quarter multiplied by \$0.25 (collectively, the “**Subscription Fees**”).
- b. **Primary Care Provider (PCP) Recruiting Program.** In the event that Participant meets certain recruiting goals for PCP Practices, MX shall offer discounts to the Subscription Fees, as set forth below:
 1. Definitions. “**PCP Practice**” means a physician practice providing primary care, whether such practice is exclusively primary care or multi-specialty with some portion of primary care providers.
 2. Discount.
 - i. For each Calendar Quarter in which Participant has a minimum of twenty percent (20%) of its PCP Practices participating in MX, Participant shall receive a \$0.05 discount on the Subscription Fees set forth in Section I. above.
 - ii. For each Calendar Quarter in which Participant has a minimum of forty percent (40%) of its PCP Practices participating in MX, Participant shall receive a \$0.10 discount on the Subscription Fees set forth in Section I above.
 - iii. For purposes of clarity, the Minimum Fee is not subject to the discount and the Subscription Fees may not be discounted below the Minimum Fee.
 3. Calculation.
 - i. MX shall determine the percentage of PCP Practices participating in MX on a routine basis, no less than twice per year, as follows: (total number of IPA PCP Practices using an MX-approved EHR that have executed an agreement with MX and are contributing CCDAs and lab data to MX) / (total number of PCP Practices participating in the IPA that use an MX-approved EHR).
 - ii. Participant shall provide a complete list of PCP Practices to MX no later than thirty (30) days following the Effective Date and regularly thereafter as reasonably requested by MX.
 - iii. MX shall maintain a list of approved EHRs and may add or remove an EHR in its sole discretion.
- c. **Pro-rated Subscription Fees.**
 1. Following Go-Live Date. If Participant’s Go-Live Date occurs during a Calendar Quarter, Participant shall pay pro-rated Subscription Fees for that Calendar Quarter equal to: (i) Participant’s Subscription Fees (calculated pursuant to Section I of this Exhibit 2), multiplied by (ii) the number of days from the Go-Live Date to the end of that Calendar Quarter, and divided by (iii) the total number of days in that Calendar Quarter.
 2. Upon Termination. If either Party terminates the Agreement, then Participant shall owe to MX all Subscription Fees accrued up to and through the termination date. If the termination date occurs during a Calendar Quarter, Participant shall pay pro-rated Subscription Fees which shall equal: (i) Participant’s Subscription Fees (calculated pursuant to Section I of this Exhibit 2), multiplied by (ii) the number of days from the beginning of that Calendar Quarter through the termination date, and divided by (iii) the total number of days in that Calendar Quarter.
- d. **Implementation Fees.** Participant shall not pay fees (“**Implementation Fees**”) to MX for a standard implementation performed by MX. The Implementation Fees do not cover Participant’s internal implementation costs, including any fees assessed by Participant’s EHR vendor or other third-party vendors or contractors.

EXHIBIT 2

DATA CONTRIBUTION REQUIREMENTS

Participants, including each of the Participant Affiliates, will contribute Patient Data in accordance with the schedules described below, over a secure connection configured by MX and Participant, and as set forth in the Data Submission Guidelines. Participants shall adhere to the Data Submission Guidelines when submitting Patient Data to MX. The provisions in this Exhibit 2 below not applicable to Participant are for informational purposes as to MX's intent to obtain such data from NP Participants. Those provisions not applicable to Participant are not a guarantee or promise that MX will obtain such data from all NP Participants.

- I. **Hospitals.** Hospital Participants and Participant Affiliates shall provide the following Patient Data to MX:
 - a. Admit, discharge and transfer data (“ADT messages”), within 90 days of the Effective Date, and regularly thereafter;
 - b. ORU messages, within 6 months of the Effective Date, and regularly thereafter;
 - c. CCDAs (discharge summaries, transition of care documents) within 6 months of the Effective Date, and regularly thereafter; and
 - d. Pharmacy Orders (RDE messages), within 6 months of MX's initial request, and regularly thereafter.
- II. **Ambulatory Practices.** Physician and ambulatory practice Participants and Participant Affiliates will provide the following Patient Data to MX:
 - a. Patient panel within 30 days of the Effective Date, and regularly thereafter;
 - b. Lab data from national reference labs and transcribed radiology reports by signing an authorization form allowing labs and other entities to send the Participant's data to MX, as of the Effective Date, and regularly thereafter. Lab and radiology authorization forms are attached and incorporated by reference herein; and
 - c. CCDAs (care summaries) within 60 days of the Effective Date, and regularly thereafter.
- III. **Health Plans.** Health Plan Participants and Participant Affiliates will provide the following Patient Data to MX:
 - a. Eligibility files for health plan enrollees (that define the identities of lives covered by the health plan) within 30 days of the Effective Date, and regularly thereafter;
 - b. Provider files for Health Plan providers within six months of the Effective Date, and regularly thereafter; and
 - c. Medical and pharmacy claims data for health plan enrollees, within 12 months of the Effective Date, and regularly thereafter.
- IV. **IPAs.** Independent Physician Association (IPAs) Participants and Participant Affiliates will provide the following Patient Data to MX: Eligibility files for IPA members (that define the identities of lives covered by the Participant), no later than within thirty (30) days of the Effective Date, and regularly thereafter.
- V. **SNFs.** Skilled Nursing Facility Participants and Participant Affiliates will provide the following Patient Data to MX:
 - a. Patient panel within 30 days of the Effective Date, and regularly thereafter;

- b. ADT messages within 6 months of the Effective Date, and regularly thereafter if available from the electronic health record system;
- c. Lab data from national reference labs and transcribed radiology reports by signing an authorization form allowing labs and other entities to send the Participant's data to MX, as of the Effective Date, and regularly thereafter. Lab and radiology Authorization forms are attached and incorporated by reference herein; and
- d. CCDAs (care summaries) within 6 months of the Effective Date, and regularly thereafter.

VI. **ACOs.** Accountable Care Organization Participants will provide to MX the following for Patients that are both attributed to the ACO and are Patients of ACO Participants (with signed MX Participation Agreements) within 6 months of the Effective Date and regularly thereafter: A Patient Panel associating each patient with the appropriate ACO Participant.

In addition to the requirements set forth above, as other Patient Data become relevant to the HIE, the Parties shall work together to develop a timeline for Participant to contribute such Patient Data to MX. If the Parties do not agree on a timeline within three months after MX sends the notice requesting additional Patient Data to Participant, or MX does not receive such Patient Data pursuant to the Parties' timeline, either Party may terminate this Agreement by providing thirty days' notice to the other Party.

Participant shall refrain from sending Excluded Health Information (as defined in the Policies). Participants are responsible for complying with applicable laws by filtering any information that should not be provided or disclosed to MX.

EXHIBIT 3
PARTICIPANT AFFILIATES

Affiliated Hospitals, Medical Groups, Practices, Health Plans, MSOs or IPAs that are included under this Agreement as well as name and address of clinics & affiliated sites.

Site Name	Org Type	Address	Type 2 NPI

EXHIBIT 4

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into and effective as of the effective date of the Participation Agreement (the “Effective Date”), by and between Manifest MedEx, a California nonprofit public benefit corporation (“**Business Associate**”), and American Choice Healthcare, LLC a State of Florida Limited Liability Company, on behalf of itself and its affiliates (“**Covered Entity**”). Business Associate and Covered Entity are each a “**Party**” or collectively “**Parties**.”

Covered Entity and Business Associate have entered into an agreement (the “**Participation Agreement**”) pursuant to which Business Associate provides to Covered Entity certain services that now or in the future shall include, but not be limited to, the creation, receipt, maintenance, data analysis and/or transmission of Protected Health Information (defined below) (as defined in Health Insurance Portability and Accountability Act (“**HIPAA**”) and related regulations), on behalf of Covered Entity, for a function or activity regulated by HIPAA (defined below).

In consideration of the foregoing and the promises set forth herein, the Parties agree as follows:

I. Definitions.

- a. “**Breach of Privacy or Security**” means any access, use, receipt or disclosure of PHI (including electronic PHI) that is not in compliance with Law.
- b. “**HIPAA**” means the Health Insurance Portability and Accountability Act and related regulations.
- c. “**Protected Health Information**” or “**PHI**” has the meaning as the term is defined at 45 C.F.R. § 164.103, except that as used herein, the term shall refer only to Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of or from Covered Entity.
- d. All capitalized terms used in this BAA not specifically defined otherwise below or in the Participation Agreement shall have the same definitions as given to them under HIPAA.

II. Obligations of Business Associate.

- a. Compliance with Regulatory Obligations of Business Associate. Business Associate shall perform and comply with all the applicable obligations and requirements imposed upon business associates pursuant to HIPAA.
- b. Permitted Receipt, Use and Disclosure of PHI. Business Associate may receive, Use and Disclose PHI to the minimum extent necessary to perform Business Associate’s obligations, functions, activities and/or services under the Participation Agreement, and as otherwise permitted or required by this BAA, the Participation Agreement, or Law. Business Associate shall not Use or Disclose PHI in any manner that would violate the requirements of HIPAA if done by Covered Entity.
- c. Specified Permitted Uses of PHI. Without limiting the generality of Section II.b (Permitted Use and Disclosure of PHI), Business Associate may Use PHI as follows:
 1. For the proper management and administration of Business Associate;
 2. To carry out the legal responsibilities of Business Associate;
 3. To provide Data Aggregation services relating to the Health Care Operations of Covered Entity or, if applicable, an organized health care arrangement of which the Covered Entity is a member if and to the extent provided by the Participation Agreement or other agreement; and
 4. To perform services related to the creation of De-Identified Data.

- d. Specified Permitted Disclosures of PHI. Without limiting the generality of Section II.b (Permitted Receipt, Use and Disclosure of PHI), Business Associate may Disclose PHI as follows:
1. Pursuant to the direction of the Covered Entity; and
 2. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if:
 - i. If the disclosure is required by law; or
 - ii. If Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the person, and if the person promptly notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- e. Specified Permitted Receipt of PHI. Without limiting the generality of Section 2(b) (Permitted Receipt, Use and Disclosure of PHI), and in addition to Business Associate being permitted to disclose PHI to its Subcontractors subject to section (h) below, Business Associate may receive PHI from another business associate of Covered Entity pursuant to the direction of the Covered Entity.
- f. Safeguards. Business Associate shall Use appropriate safeguards and comply, where applicable, with 45 C.F.R. §§ 164.302 through 164.316 with respect to electronic PHI and will apply appropriate safeguards to prevent the Use or Disclosure of the PHI in any form, including electronic form other than as provided for by this BAA.
- g. Reporting Unauthorized Uses and Disclosures. Business Associate shall report to Covered Entity, without unreasonable delay, and in accordance with the deadlines provided below, any Use or Disclosure of PHI not permitted by this BAA of which Business Associate becomes aware. Without limiting the generality of the foregoing:
1. Following the discovery of (i) any access to, Use or Disclosure of PHI which is not permitted by the Participation Agreement or (ii) any Security Incident, Business Associate shall notify Covered Entity by contacting Covered Entity's designated privacy contact person without unreasonable delay, and in no case later than forty-eight (48) hours after discovery of the Breach of Privacy or Security or Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI. Covered Entity will advise Business Associate of any subsequent changes to the privacy contact person's contact information.
 2. In the event of a Breach of Privacy or Security, Business Associate shall without unreasonable delay carry out an investigation and shall provide reasonably frequent updates to Covered Entity as to the results of the investigation, including, as soon as reasonably possible, the identification of each Patient whose PHI has been, or is reasonably believed to have been, accessed, acquired, or Disclosed during any Breach of Privacy or Security.
 3. Business Associate shall cooperate with Covered Entity and shall provide that assistance as Covered Entity may reasonably request so that Covered Entity may comply with any obligations it may have to investigate, remediate, mitigate, report, and or otherwise notify third parties of that Breach of Privacy or Security.

- h. Arrangements with Subcontractors. Business Associate shall enter into a BAA with any Subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate, pursuant to which the Subcontractor shall agree to comply with the applicable requirements of HIPAA and the same (or more stringent) restrictions and conditions that apply to Business Associate with respect to that PHI pursuant to this BAA, and pursuant to which Business Associate shall obtain satisfactory assurances that the Subcontractor shall appropriately safeguard that PHI.
- i. Individuals' Access to PHI. Business Associate shall make available PHI in a designated record set as necessary to satisfy the requirements of 45 C.F.R. § 164.524.
- j. Individuals' Request for Amendments to PHI. Business Associate shall incorporate amendments to PHI as and to the extent required for compliance with 45 C.F.R. § 164.526.
- k. Individuals' Requests for Accountings of Disclosures. Business Associate shall document Disclosures of PHI and provide information sufficient to respond to a request by a Patient for an Accounting of Disclosures in compliance with 45 C.F.R. § 164.528.
- l. Other Obligations. To the extent that Business Associate is, pursuant to the Participation Agreement or this BAA, responsible to carry out an obligation of Covered Entity under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of that obligation.
- m. Books and Records. Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's or Business Associate's compliance under HIPAA.

III. Obligations of Covered Entity.

- a. Notice of Change in Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that that limitation may affect Business Associate's Use or Disclosure of PHI, as soon as reasonably practicable, and in no case more than ten (10) business days after the change to the notice of privacy practices containing such limitation.
- b. Notice of Change in Permissions. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to Use or Disclose PHI, to the extent that that change may affect Business Associate's Use or Disclosure of PHI, as soon as reasonably practicable, and in no case more than ten (10) business days after the date when Covered Entity learns of the change in permissions. Business Associate shall abide by each change in, or revocation of, permission described above in this clause (b).
- c. Notice of Change in Use. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that that restriction may affect Business Associate's Use or Disclosure of PHI, as soon as reasonably practicable, and in no case more than ten (10) business days after the date when Covered Entity learns of the restriction. Business Associate shall abide by each restriction described above in this clause (c).
- d. Appropriate Requests. Covered Entity shall not request that Business Associate Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

IV. Term and Termination.

- a. Term. Subject to the other provisions of this Section IV (Term and Termination), the term of this BAA shall be coextensive with that of the Participation Agreement.

- b. Breach Pattern of Practice. If party knows of a pattern of activity or practice by the other party that constitutes a material breach or violation of its obligations under HIPAA or this BAA, such party shall notify the other party of that breach. If such other party is unsuccessful in curing that breach within a reasonable time period specified by the notifying party, the notifying party may terminate this BAA and the Participation Agreement, if feasible, upon written notice to the other party.
- c. Conduct Upon Termination. Upon termination or expiration of this BAA, Business Associate and Covered Entity acknowledge that return or destruction of PHI is not feasible. Accordingly, Business Associate shall extend the protections of this BAA, including Section 2(e) (Safeguards), to any that PHI for so long as it is not destroyed, and limit further uses and Disclosures of that PHI to those purposes that make the return or destruction not feasible, for as long as Business Associate or any Subcontractor of Business Associate maintains that PHI. Upon the expiration of this period of infeasibility, if any, Business Associate shall destroy all PHI that it has retained. If PHI is to be destroyed pursuant to this Section 4(c) (Conduct Upon Termination) or pursuant to the Participation Agreement, Business Associate shall certify in writing to Covered Entity that that PHI has been destroyed.

V. **Relationship to Participation Agreement**. In the event that a provision of this BAA is contrary to a provision of the Participation Agreement pertaining to Business Associate’s performance of its obligations as a business associate, the provisions of this BAA shall control.

VI. **Cooperation**. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

VII. **Amendment**. The Parties agree to take that action from time to time as is necessary to amend this BAA for Covered Entity and Business Associate to comply with HIPAA or other applicable law. The Parties agree that this BAA may only be modified by mutual written amendment, signed by both Parties, effective on the date set forth in the amendment.

VIII. **Interpretation**. Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA.

In witness whereof, Covered Entity and Business Associate have entered into this BAA as of the Effective Date.

Business Associate

By: *Erica Galvez*
Erica Galvez (Jul 11, 2022 13:48 MDT)

Name: Erica Galvez

Title: Acting CEO

Date: 07/11/2022

Covered Entity

By: *Raphael Ruiz*
Raphael Ruiz (Jul 12, 2022 19:05 EDT)

Name: Raphael Ruiz

Title: COO/SVP

Date: 07/12/2022