



Will County  
Health Department &  
Community Health Center

# AGENDA

## WILL COUNTY BOARD OF HEALTH MEETING

Will County Health Department

501 ELLA AVENUE

JOLIET, IL 60433

CONFERENCE ROOM 1005A / 1005B

JUNE 15, 2022 – 3:00PM

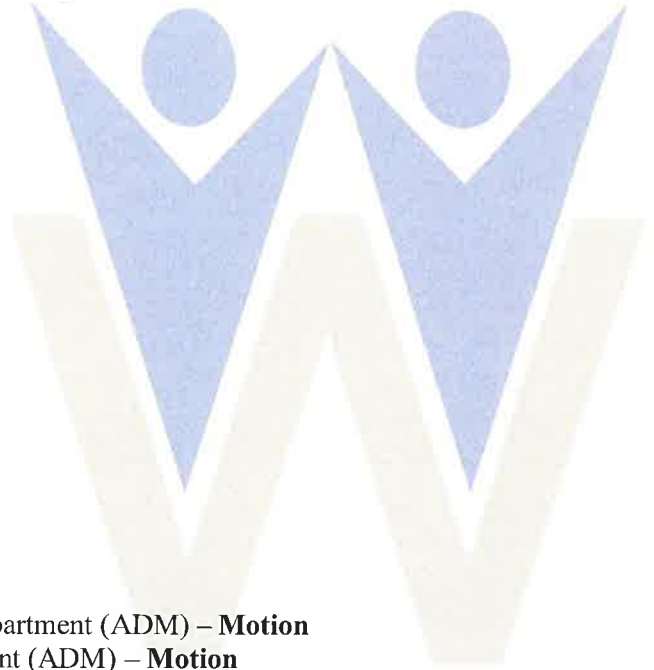
DUE TO THE SHARP REDUCTION IN COVID-19 POSITIVE CASES IN WILL COUNTY, THE MOVEMENT FROM SUBSTANTIAL COMMUNITY TRANSMISSION TO MEDIUM COMMUNITY TRANSMISSION, THE INCREASE IN ICU BED AVAILABILITY, AND THE LIFTING OF THE MASK MANDATE BY GOVERNOR PRITZKER, THE BOARD OF HEALTH PRESIDENT HAS DETERMINED THAT MEETING IN PERSON IS BOTH PRACTICAL AND PRUDENT FOR ALL MEETINGS OF THE WILL COUNTY BOARD OF HEALTH EFFECTIVE MARCH 11, 2022.

**MISSION STATEMENT:** *To prevent disease and promote a healthier environment for all residents, business operators and visitors. Our agency of professionally trained staff work cohesively to assure public health and safety measures are maintained through services and programs the department provides based on the needs of the community.*

**VISION STATEMENT:** *Deliver sustainable programs and policies in response to the public health needs of the community.*

**CORE VALUES:** *Respect, Integrity, Professionalism, Quality, and Dedication.*

- I. Call to Order/Roll Call.....3:00p.m.
- II. Pledge of Allegiance to the Flag
- III. President’s Comments
- IV. Executive Director’s Comments
- V. Public Comment for Agenda Items Only – **Discussion**
- VI. Approval of Minutes  
May 18, 2022 Regular Session – **Motion**
- VII. Treasurer’s Report & Department Financial Reports  
May 31, 2022 – **Motion**
- VIII. Reports from Divisions  
Division Statistical Reports – **Discussion**
- IX. Old Business  
COVID-19 (CJ) – **Update**
- X. New Business
  - a. Resolution #22-29 Transfer of Funds Will County Health Department (ADM) – **Motion**
  - b. Resolution #22-30 Renewal of Microsoft Enterprise Agreement (ADM) – **Motion**
  - c. Resolution #22-31 OSIS Contract Renewal (CHC) – **Motion**
  - d. Resolution #22-32 Approval for Insta Med Agreement (CHC) – **Motion**
  - e. Resolution #22-33 Tobacco Control & Prevention Social Media Campaign Throughout Will County (FHS) – **Motion**
  - f. Resolution #22-34 Tobacco Control & Prevention Social Media Campaign – Wilmington & Braidwood IL (FHS) – **Motion**
  - g. Resolution #22-35 Purchase of Computer Equipment for Program 590 (ADM) – **Motion**
  - h. Revision to the Exempt Pay Schedule (ED) – **Discussion**
  - i. MAPP Transition – Information (ED) – **Information**
  - j. Opioid Update (KB) – **Discussion**
- XI. Executive Session re: Employment/ Legal Matters – **Motion & Roll Call**
- XII. Board Approval of Personnel Status Report – **Motion**
- XIII. Board Members’ Concerns and Comments – **Discussion**
- XIV. Public General Comments and Concerns – **Discussion**
- XV. Adjournment – **Motion**





**WILL COUNTY HEALTH DEPARTMENT  
BOH REGULAR MEETING MINUTES**

**MAY 18, 2022**

The monthly meeting of the Board of Health held at the Will County Health Department, 501 Ella Avenue, Joliet, IL was called to order at 3:00 p.m., Dr. Terrell, President presiding.

**ROLL CALL/ QUORUM PRESENT**

**MEMBERS PRESENT**

Billie Terrell, PhD., ACSW, President  
Nanci Reiland, DNP, Vice President  
Chief Paul Hertzmann, Secretary  
Deputy Chief Jeffrey Carey  
Allision Gunnink, PhD.  
Gary Lipinski, M.D.  
Teena Mackey  
Margaret Tyson

**MEMBERS ABSENT**

Silvio Morales, M.D.  
Annette Parker  
George Pitsilos, M.D.  
Scott Soderquist, D.D.S.

**STAFF PRESENT**

Susan Olenek, Executive Director, Administration  
Elizabeth Bilotta, Assistant Executive Director, Administration  
Stephanie Baskin Executive Assistant, Administration  
Cindy Jackson, Mass Vaccination Director, Administration  
Stacey Knack, Human Resources Coordinator, Administration  
Denise Bergin, Director of Finance, Administration  
Anthony Melei, Director of I.T.T., Administration  
Chuck Flood, Compliance Officer, Administration  
Matthew Bedore, Media Services Manager, Administration  
Joseph Troiani, Division Director, Behavioral Health  
Mary Maragos, CEO, Community Health Center  
Tom Casey, Division Director, Environmental Health  
Georgia VanderBoegh, Division Director, Family Health Services  
Magda Lara, RN, Family Health Services, AFSCME Local 1028 Vice-President  
Caitlin Daly, Community Health Educator, Family Health Services  
Rebecca Anderson, Community Health Educator, Family Health Services  
Aishwarya Balakrishna, Community Health Educator, Family Health Services  
Barbara Agor, EP&R Specialist

**OTHERS PRESENT**

Dan McGrath, Assistant State's Attorney  
Marie Lindsey, Representing Governing Council  
Lewis University Nursing Students

**PLEDGE OF ALLEGIANCE**

**PRESIDENT’S COMMENTS**

Dr. Terrell welcomed everyone to the meeting including the Lewis University Nursing students.

**EXECUTIVE DIRECTOR’S COMMENTS**

Ms. Olenek welcomed everyone to the meeting while acknowledging the two new Board members: Deputy Chief Jeffrey Carey, Joliet Fire Department and Allison Gunnink, Lightways Hospice and Serious Illness Care.

Deputy Chief Jeffrey Carey and Allison Gunnink, both introduced themselves and provided a brief background on their respective career fields.

Ms. Olenek read a thank you note from a patron complementing the staff and security guards involved in the COVID-19 vaccination process.

Ms. Olenek noted she was asked to speak at the Center for Economic Development this Friday. Ms. Olenek will speak on topics regarding COVID-19 updates and the Agency’s functions.

**PUBLIC COMMENTS FOR AGENDA ITEMS ONLY – NONE**

**APPROVAL OF BOARD OF HEALTH MINUTES**

Moved to approve the April 20, 2022 Regular meeting minutes as presented.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Ms. Tyson  
**SECONDER:** Dr. Reiland  
**AYES:** Dr. Terrell, Dr. Reiland, Chief Hertzmann, Deputy Chief Carey, Ms. Gunnink, Ms. Mackey, Dr. Lipinski, Ms. Tyson

**TREASURER’S REPORT AND DEPARTMENT FINANCIAL REPORTS**

Ms. Bilotta provided a detailed explanation of the financial reports including revenue, expenditure, and cash reports for the month of April 2022.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Chief Hertzmann  
**SECONDER:** Dr. Lipinski  
**AYES:** Dr. Terrell, Dr. Reiland, Chief Hertzmann, Deputy Chief Carey, Ms. Gunnink, Ms. Mackey, Dr. Lipinski, Ms. Tyson

**REPORTS FROM DIVISIONS**

*Reports were provided in the packet by the Chief Executive Officer, Chief Medical Officer, Division Directors, Mass Vaccination Director, EPR Coordinator, and Media Services Manager.*

**Administrative Services (Presented Monthly Reports for the month of April)**

- o Report of activities were provided in the packet for the Board’s review.
- o Ms. Bilotta provided a recap of the items included in her report, specifically regarding FY23 budget updates, Earth Day campus cleanup, I.T.T.’s project center, and HR recruitment.

**Behavioral Health Programs (Presented Monthly Reports for the month of April)**

- o Report of activities were provided in the packet for the Board’s review.
- o Dr. Troiani provided a recap of the items in his report including funding for a new educational program Recovery Support Services at St. Francis University’s Psychology Department, the State’s reimbursement rate for substance abuse has increased by 2% and will be retroactive to January 1<sup>st</sup>, and the Crisis Care System, Program 590.
- ☛ Dr. Terrell congratulated Dr. Troiani on his involvement for Program 590 and crisis response since inception.

**Chief Executive Officer – CHC (Presented Monthly Reports for the month of April)**

- o Report of activities were provided in the packet for the Board’s review.
- o Ms. Maragos provided a recap of the items in her report including approval for Resolution #22-25 Sliding Fees for Ryan White Program, HRSA update for supplemental funding, and reported the CHC was notified by IDPH for an implementation grant for the school—based health center program. Ms. Maragos briefly provided an update regarding the grant opportunity.
- Ms. Tyson inquired if the school-based program is for Kindergarten-High School? Ms. Maragos replied, “No. It’s for middle school students as of now.” The program is set to start July 1, 2022 – June 30, 2023. Ms. Tyson inquired if the program would roll-out to elementary schools in the future? Ms. Maragos noted, “as of now, this is a pilot program and there is no space in elementary schools.”

**Chief Medical Officer – CHC (Presented Reports for the month of April)**

Report of activities were provided in the packet for the Board’s review.

**Environmental Health and Lab (Presented a Monthly Report for the month of April)**

- o Report of activities were provided in the packet for the Board’s review.
- o Mr. Casey provided a recap of the items included in his report noting recruitment for the West Nile and summer programs is complete; 14 traps have been placed to date. IDPH announced any dead birds collected and sent for testing for West Nile will also be tested for the Avian Flu. The Avian flu has been found in horses and foxes; 38 states have been affected to date.

**Family Health Services – (Presented Monthly Reports for the month of April)**

- o Reports of activities were provided in the packet for the Board’s review.
- o Ms. VanderBoegh provided a recap of the items included in her report including the two resolutions for tobacco ads for movie theaters and Redbox.

**Emergency Preparedness and Response (EP&R) (Presented Monthly Reports for the month of April)**

Reports of activities were provided in the packet for the Board’s review.

**Media Services (Presented Monthly Reports for the month of April)**

- o Reports of activities were provided in the packet for the Board’s review.
- o Mr. Bedore provided a recap of the items included in his report including website updates (i.e., COVID-19 homepage arrangement and additional website features). Mr. Bedore also updated the Board on past events.
- Ms. Lindsey inquired about the position posting arrangements of the job listings under the careers / job opportunities tab. Ms. Olenek mentioned we are currently working on updating the process and view.

**OLD BUSINESS**

**COVID-19 UPDATE**

Ms. Jackson presented a Power Point (PP) slideshow regarding COVID-19 vaccination updates as of May 18<sup>th</sup>. The PP slideshow included: COVID-19 surges, vaccines administered / total completed doses, previous pop-up clinics, social media updates, and upcoming vaccination clinics / schedules for the pediatric population. Ms. Jackson fielded and responded to questions from the Board.

**NEW BUSINESS**

**RESOLUTION #22-24 PURCHASE OF NARCAN**

The WCHD is working with the Will County Office of Substance Use Initiatives (WCOSUI) to expand its harm reduction efforts by purchasing additional Narcan for the County which will be provided to participants after completing the training program. The purchase of additional doses of Narcan will allow the WCOSUI to continue providing training sessions to groups and organizations in Will County. The Board of Health approves the payment not to exceed \$14,580 to ADAPT Pharma, Inc.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dr. Lipinski
<b>SECONDER:</b>	Ms. Mackey
<b>AYES:</b>	Dr. Terrell, Dr. Reiland, Chief Hertzmann, Deputy Chief Carey, Ms. Gunnink, Ms. Mackey, Dr. Lipinski, Ms. Tyson



**RESOLUTION #22-25 SLIDING FEES FOR RYAN WHITE PROGRAM**

The CHC provides medical, behavioral health, substance use and dental services to those eligible for services under the Ryan White HIV Grant. In keeping with the changes made to the program fee schedule collection process, IDPH now requires the grantees to collect the appropriate fees. The CHC Governing Council approved the revised sliding fee scale at the May 4, 2022 meeting. The Board of Health approves the attached sliding fee scale for the Ryan White grant services at the CHC.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Chief Hertzmann  
**SECONDER:** Ms. Mackey  
**AYES:** Dr. Terrell, Dr. Reiland, Chief Hertzmann, Deputy Chief Carey, Ms. Gunnink, Ms. Mackey, Dr. Lipinski, Ms. Tyson

**RESOLUTION #22-26 PURCHASE OF ULTRASOUND MACHINE**

The CHC received a Notice of Award from HSRA’s American Rescue Plan Act (ARPA) (H8F) Grant to Build Capacity and Infrastructure for Community Health Centers. There is a need to replace the malfunctioning ultrasound equipment to ensure the OB providers are able to provide safe, comprehensive care for patients of the health center. The Board of Health approves the purchase of one ultrasound system for the OB/Gyn area, and payment of an amount not to exceed \$40,000 to McKesson, Medical-Surgical.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Dr. Lipinski  
**SECONDER:** Dr. Reiland  
**AYES:** Dr. Terrell, Dr. Reiland, Chief Hertzmann, Deputy Chief Carey, Ms. Gunnink, Ms. Mackey, Dr. Lipinski, Ms. Tyson

**RESOLUTION #22-27 TOBACCO CONTROL & PREVENTION CINEMA THEATER CAMPAIGN**

Grant dollars have been appropriated for advertising in the Tobacco Control & Prevention program budget to educate and alert the community regarding the use of Tobacco products. The campaign is estimated to create approximately 69,997 impressions. The Board of Health approves the purchase of advertising with National CineMedia, LLC at three throughout Will County in the amount of \$23,000.00.

Three campaign video ads were played on the projection screen. The campaign includes 16-weeks of 30-second cinema theater ads in three locations on 40 screens weekly in New Lenox, Joliet, and Bolingbrook.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Chief Hertzmann  
**SECONDER:** Dr. Reiland  
**AYES:** Dr. Terrell, Dr. Reiland, Chief Hertzmann, Deputy Chief Carey, Ms. Gunnink, Ms. Mackey, Dr. Lipinski, Ms. Tyson

**RESOLUTION #22-27 TOBACCO CONTROL & PREVENTION CINEMA THEATER & REDBOX CAMPAIGN**

Grant dollars have been appropriated for advertising in the Tobacco Control & Prevention program budget to educate and alert the community regarding the use of Tobacco products. The campaign is estimated to create 234,119 impressions, and 16-weeks of Redbox ads across 43 screens in 13 municipalities estimated to create 93,023 impressions. the Board of Health approves the purchase of advertising with Screen Vision Media at two theaters and forty-three Redbox screens (see attached) throughout Will County in the amount of \$11,373.00.

Three campaign video ads were played on the projection screen. The campaign includes 16-weeks of 30-second cinema theater ads in two locations on 26 screens weekly in Frankfort and Naperville estimated to create 234,119 impressions, and 16-weeks of Redbox ads across 43 screens in 13 municipalities.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Ms. Tyson  
**SECONDER:** Ms. Mackey  
**AYES:** Dr. Terrell, Dr. Reiland, Chief Hertzmann, Deputy Chief Carey, Ms. Gunnink, Ms. Mackey, Dr. Lipinski, Ms. Tyson

**VISION AND HEARING SCREENING PROGRAM**

Ms. Olenek reported upcoming changes to the Vision & Hearing screening programs will start July 1, 2022. IDPH has been notified we will not apply for the Pre-school grant for FY23 and will be moving to fee-for-service for these screenings.

➤ Dr. Reiland inquired of most of the school nurses are trained to do the screenings. Ms. VanderBoegh mentioned in addition to the letter notifying the school nurses of the changes an additional resources list was included to help assist finding additional screeners.

**EXECUTIVE SESSION RE: PERSONNEL / LEGAL MATTERS – NONE**

**APPROVAL OF PERSONNEL STATUS REPORT FOR THE WILL COUNTY HEALTH DEPARTMENT**

The Board of Health approves all personnel changes for the Will County Health Department for the month of May.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Deputy Chief Carey  
**SECONDER:** Dr. Reiland  
**AYES:** Dr. Terrell, Dr. Reiland, Chief Hertzmann, Deputy Chief Carey, Ms. Gunnink, Ms. Mackey, Dr. Lipinski, Ms. Tyson

**BOARD MEMBERS’ COMMENTS/CONCERNS – NONE**

**PUBLIC CONCERNS AND COMMENTS – NONE**

**ADJOURNMENT**

At 4:12 p.m. a motion was made to adjourn the meeting.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Deputy Chief Carey  
**SECONDER:** Ms. Tyson  
**AYES:** Dr. Terrell, Dr. Reiland, Chief Hertzmann, Deputy Chief Carey, Ms. Gunnink, Ms. Mackey, Dr. Lipinski, Ms. Tyson

By: \_\_\_\_\_  
Chief Paul Hertzmann, Secretary  
Will County Board of Health

By: \_\_\_\_\_  
Stephanie Baskin, Executive Assistant  
Will County Health Department

**Will County Health Department**

**FY 2022**

**Balance Sheet**

**Six Months Ending May 2022**

	<b>Beg Bal</b>	<b>End Bal</b>	
	<b><u>12/1/2021</u></b>	<b><u>5/31/2022</u></b>	<b><u>Change</u></b>
<b>Assets</b>			
Cash and Cash Equivalents	6,950,633.31	5,289,845.97	(1,660,787.34)
Investments	6,000,000.00	6,000,000.00	-
Receivables	15,505,546.08	131,976.96	(15,373,569.12)
<b>Total Assets</b>	<b><u>28,456,179.39</u></b>	<b><u>11,421,822.93</u></b>	<b><u>(17,034,356.46)</u></b>
<b>Liabilities</b>			
Payables	3,053,013.07	1,755,684.28	(1,297,328.79)
Due To	2,287,588.71	2,283,355.00	(4,233.71)
Unearned revenue	633,152.11	2,495,896.10	1,862,743.99
Property taxes levied for fu	10,001,058.63	-	(10,001,058.63)
<b>Equity</b>			
Fund Balance	12,481,366.87	4,886,887.55	(7,594,479.32)
<b>Total Liabilities &amp; Equity</b>	<b><u>28,456,179.39</u></b>	<b><u>11,421,822.93</u></b>	<b><u>(17,034,356.46)</u></b>

**Note:** The following transactions were posted between the running of the November 2021 report from April and this report. Cash & Investments \$3,030,000 was transferred between accounts during FY21; adjustment made after 11/30/21. Property taxes levied for future periods was recorded for the FY21 Audit. Receivables and Payables will be increasing due to the recording of revenue and expenditure back to FY21. Unearned revenue - changing due to the recognition of revenue or recording of new unearned revenue back dated to FY21.

## Will County Health Department

**FY 2022**

**Change in Cash**

**Six Months Ending May 2022**

	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Total
<b>Cash and Cash Equivalents</b>							
Beginning Balance**	6,950,633.31	5,739,742.03	5,491,686.74	5,117,440.37	6,293,083.22	4,680,743.39	6,950,633.31
Deposits	1,850,658.96	2,120,438.79	2,893,528.26	3,907,091.47	1,803,243.41	3,289,122.69	15,864,083.58
Loan from Corporate	2,283,355.00	-	-	-	-	-	2,283,355.00
AP Payments	(1,672,810.62)	(937,527.49)	(2,661,439.86)	(1,032,142.04)	(891,777.83)	(810,053.73)	(8,005,751.57)
Payroll	(1,388,739.62)	(1,430,966.59)	(602,101.06)	(1,699,306.58)	(2,523,805.41)	(1,869,966.38)	(9,514,885.64)
Prior Period Due To	(2,283,355.00)	-	(4,233.71)	-	-	-	(2,287,588.71)
Ending Balance	5,739,742.03	5,491,686.74	5,117,440.37	6,293,083.22	4,680,743.39	5,289,845.97	5,289,845.97
<b>Investments</b>							
Beginning Balance	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00
Ending Balance	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00
<b>Total Cash and Investments</b>	<b>11,739,742.03</b>	<b>11,491,686.74</b>	<b>11,117,440.37</b>	<b>12,293,083.22</b>	<b>10,680,743.39</b>	<b>11,289,845.97</b>	<b>11,289,845.97</b>

\* Investments will be update retrospectively in the coming months.

**Note:** Beginning Cash and Investments changed due to an adjustment between accounts for an investment maturity in FY2021.

**Will County Health Department**

**FY 2022**

**Budget Comparison - Revenue  
Six Months Ending May 2022**

<b>Revenue</b>	<b>Adopted Budget</b>	<b>Revised Budget</b>	<b>Revenue</b>	<b>Target - 50% Percent Realized</b>
Property Taxes	10,015,000.00	10,015,000.00	599,118.90	5.98%
<b>Intergovernmental Grants &amp; Contracts</b>				
Administration	1,233,000.00	2,956,692.00	264,944.70	8.96%
Emergency Preparedness and Response	424,095.00	424,095.00	84,255.94	19.87%
Environmental Health	990,429.00	990,429.00	61,191.48	6.18%
Behavioral Health	101,708.00	992,275.00	154,695.24	15.59%
Family Health Services	3,619,258.00	5,083,853.00	1,005,095.94	19.77%
Community Health Center	4,624,862.00	4,624,862.00	1,582,176.40	34.21%
	<u>10,993,352.00</u>	<u>15,072,206.00</u>	<u>3,152,359.70</u>	<u>20.92%</u>
<b>Licenses, Permits &amp; Charges for Services</b>				
Administration	237,000.00	237,000.00	105,780.00	44.63%
Environmental Health	1,760,000.00	1,760,000.00	1,435,814.39	81.58%
Behavioral Health	3,354,554.00	3,354,554.00	868,577.58	25.89%
Family Health Services	287,300.00	287,300.00	108,814.78	37.87%
Community Health Center	5,354,100.00	5,354,100.00	2,339,303.34	43.69%
	<u>10,992,954.00</u>	<u>10,992,954.00</u>	<u>4,858,290.09</u>	<u>44.19%</u>
<b>Fines and Forfeitures</b>	500.00	500.00	-	0.00%
<b>Miscellaneous Revenues</b>				
Rental Income	8,400.00	8,400.00	4,200.00	50.00%
Donations/Fundraiser	500.00	500.00	197.50	39.50%
Expense Recovery	-	-	10,752.91	0.00%
CHC Other: MCO Capitation, Performance	861,645.00	861,645.00	3,910.00	0.45%
Anticipated New Revenues	5,000,000.00	1,858,639.00	-	0.00%
Funds On Hand	1,765,289.00	827,796.00	-	0.00%
	<u>7,635,834.00</u>	<u>3,556,980.00</u>	<u>19,060.41</u>	<u>0.54%</u>
<b>Transfers In</b>	-	-	-	-
<b>Total Revenue</b>	<b><u>39,637,640.00</u></b>	<b><u>39,637,640.00</u></b>	<b><u>8,628,829.10</u></b>	<b><u>23.35% *</u></b>

\* Total Revenue used for Revenue Performance %  
Less: Anticipated New Revenues and Funds on Hand

32,872,351.00    36,951,205.00

**Will County Health Department**  
**FY 2022**  
**Budget Comparison - Expenditures**  
**Six Months Ending May 2022**

	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Remaining Budget</u>	<u>Target - 41.67%</u> <u>Percent Used</u>
<b>Expenditures</b>						
<b>Personnel - Salaries</b>						
Administration	2,027,107.00	2,536,639.00	1,164,033.36	-	1,372,605.64	45.89%
Emergency Preparedness and Response	260,135.00	260,135.00	128,578.57	-	131,556.43	49.43%
Environmental Health	1,590,166.00	1,590,166.00	657,713.51	-	932,452.49	41.36%
Behavioral Health	2,912,445.00	3,345,893.00	1,419,051.07	-	1,926,841.93	42.41%
Family Health Services	4,164,386.00	4,382,376.00	2,326,285.56	-	2,056,090.44	53.08%
Community Health Center	8,224,858.00	8,224,858.00	3,819,223.57	-	4,405,634.43	46.44%
<b>Total Personnel - Salaries</b>	<b>19,179,097.00</b>	<b>20,340,067.00</b>	<b>9,514,885.64</b>	<b>-</b>	<b>10,825,181.36</b>	<b>46.78%</b>
<b>Personnel - Benefits</b>						
Administration	810,971.00	1,040,914.00	430,300.35	-	610,613.65	41.34%
Emergency Preparedness and Response	112,271.00	112,271.00	53,242.32	-	59,028.68	47.42%
Environmental Health	810,546.00	810,546.00	350,365.05	-	460,180.95	43.23%
Behavioral Health	1,298,498.00	1,535,225.00	556,450.33	-	978,774.67	36.25%
Family Health Services	1,983,698.00	2,086,785.00	1,095,464.94	-	991,320.06	52.50%
Community Health Center	3,273,814.00	3,273,814.00	1,541,753.21	-	1,732,060.79	47.09%
<b>Total Personnel - Benefits</b>	<b>8,289,798.00</b>	<b>8,859,555.00</b>	<b>4,027,576.20</b>	<b>-</b>	<b>4,831,978.80</b>	<b>45.46%</b>
<b>Commodities</b>						
Administration	233,100.00	376,840.00	69,883.62	13,770.00	293,186.38	18.54%
Emergency Preparedness and Response	23,241.00	23,438.00	1,729.62	-	21,708.38	7.38%
Environmental Health	189,400.00	189,420.82	53,674.68	-	135,746.14	28.34%
Behavioral Health	69,000.00	127,694.00	6,469.84	-	121,224.16	5.07%
Family Health Services	242,650.00	199,799.25	20,459.52	-	179,339.73	10.24%
Community Health Center	1,728,960.00	1,728,960.00	648,562.35	-	1,080,397.65	37.51%
<b>Total Commodities</b>	<b>2,486,351.00</b>	<b>2,646,152.07</b>	<b>800,779.63</b>	<b>13,770.00</b>	<b>1,831,602.44</b>	<b>30.26%</b>
<b>Contractual Services</b>						
Administration	1,765,634.00	1,951,908.00	880,011.95	13,775.00	1,058,121.05	45.08%
Emergency Preparedness and Response	28,448.00	28,251.00	9,782.20	-	18,468.80	34.63%
Environmental Health	187,095.00	187,074.18	45,818.11	-	141,256.07	24.49%
Behavioral Health	537,590.00	560,140.00	149,567.34	-	410,572.66	26.70%
Family Health Services	394,394.00	1,436,620.75	490,133.33	-	946,487.42	34.12%
Community Health Center	1,500,464.00	1,500,464.00	304,754.02	-	1,195,709.98	20.31%
<b>Total Contractual Services</b>	<b>4,413,625.00</b>	<b>5,664,457.93</b>	<b>1,880,066.95</b>	<b>13,775.00</b>	<b>3,770,615.98</b>	<b>33.19%</b>
<b>Capital Outlay</b>						
Administration	15,000.00	15,000.00	-	-	15,000.00	-
Behavioral Health	22,000.00	22,000.00	-	-	22,000.00	-
Community Health Center	231,769.00	231,769.00	-	-	231,769.00	-
<b>Total Capital Outlay</b>	<b>268,769.00</b>	<b>268,769.00</b>	<b>-</b>	<b>-</b>	<b>268,769.00</b>	<b>0.00%</b>
<b>Other Expenditures - Anticipated New</b>						
Administration	5,000,000.00	1,858,639.00	-	-	1,858,639.00	-
<b>Total Expenditures</b>	<b>39,637,640.00</b>	<b>39,637,640.00</b>	<b>16,223,308.42</b>	<b>27,545.00</b>	<b>23,386,786.58</b>	<b>42.94% *</b>
* Total Exp for Expense Performance %	34,637,640.00	37,779,001.00	-	-	-	-
Less: Anticipated New Expenses	-	-	-	-	-	-





### **Administration**

1. WCHD submitted our first draft FY23 budget to the County on June 6, 2022. WCHD / CHC will continue to fine tune the FY23 budget as more information regarding our grants is obtained. Our meeting with the County to go through our FY23 budget is scheduled for June 21, 2022.
2. WCHD along with maintenance and a WC Sheriff representative toured the branch offices in Bolingbrook and Monee to conduct a risk assessment at the properties. The WC Sheriff provided suggestions along with maintenance to minimize risk and increase safety for all staff and clients.
3. Administration is still meeting routinely with CHC's Director of Operations as the CHC continues to work through various building improvement projects including the OB remodel, the BH building out, updating locks with new swipe card access pad, and other minor improvement projects.
4. WCHD continues to work with WC EMA on a weekly basis to complete the submittal to FEMA for reimbursement of COVID / pandemic related expenses. The deadline for submittal was recently extended from April 1 to July 1 for 100% reimbursement of allowable and approved expenses.
5. Administration continuously is responding to building related issues, janitorial issues and requests, and potential reconfigurations to accommodate staff coming from other Divisions / Departments.

### **Human Resources – BOH Report – provided by Stacey Knack, Human Resources Program Coordinator**

Human Resources is currently working on:

1. **Timekeeping:** We are currently preparing for increases as of June 1st for all union employees. HR is also, updating the Seniority list for all union employees to be uploaded for all staff. The Kronos audit process is still ongoing since Kronos, the timekeeping, was down due to global ransomware event in December. HR is also currently doing payroll for 299 (FTE, PTE & TEMP). Still, no word from the County regarding the time keeping upgrade (the UKG system) and what are the next steps but hope to hear soon.
2. **Recruitment:** There are a total of 45 open positions within the Health Department. We will be hiring this month a total of 2 new employees. HR has also received 12 applications for the job postings related to BH 590-program and will hopefully be hiring soon for these positions. The WCHD / CHC has 5 individuals leaving the Agency due to resignation and retirement this month.

### **Finance - BOH Report – provided by Denise Bergin, Director Finance & Grant Management**

In addition to agency deposits, monthly and quarterly grant expenditure reporting:

1. State Fiscal Year 2023 grant applications continue to be completed as issued by the state. All continuing Department of Human Services (IDHS) Behavioral Health and Department of Public Health (IDPH) Comprehensive Health Protection grant applications have been submitted. State Fiscal Year 2023 begins July 1, 2022.
2. We are reviewing SFY2022 grant budget performance and completing budget revisions as necessary to ensure grant funds are fully expended by June 30, 2022.
3. The 2021 Medicare cost report has been submitted. Federally Qualified Health Centers are required to complete annual cost reports, which detail cost, staffing and utilization data.
4. We submitted all requested documentation for the DHS Fiscal/Administrative Review, scheduled for June 15, 2022. The primary objective of this review is to evaluate compliance with applicable federal, state, and DHS fiscal and compliance requirements. The review covers management and controls including board oversight, agency policies and procedures, general accounting, transaction processing and reconciliation, purchasing, personnel and payroll, property and equipment, certain award provisions and client funds, as well as expenditure testing of selected programs. These reviews are typically conducted every five years; our last review was in 2014.



**ITT- BOH Report – provided by Anthony Melei, Director ITT**

The Microsoft Enterprise Agreement is a mission critical infrastructure used in each Division. The agency's data and information are stored in the Microsoft Government Cloud (tenant) which also provides tools and applications to support Public Health and Primary Care programs.

[Office 365 US Government - Service Descriptions | Microsoft Docs](#)

In the Board of Health packet is a new three (3) year Microsoft Enterprise Agreement. The pricing was bid through the State of Illinois Master Bidding process, and Dell Technologies was awarded the contract.

The new agreement will utilize the M365 G3 license model. The original O365 G3 agreement licensed Microsoft Office products. If the user needed advanced features or applications those products are purchased separately. The license descriptions are listed below. The M365 G3 licensing consolidates the Microsoft products and features. The Windows 11 desktop Operating System (OS) enterprise subscription is part of the M365 license. This allows us to standardize all computers on the same version of Windows 11 enterprise which has enhanced security features, that is required for healthcare regulations.

In addition, we are adding flexible level F3 licenses for users that share computers or use mobile devices (tablets and phones) with a small screen. Primarily these users are contractors, line level staff, interns and externs, and do not need the full G3 license. Examples of these users are providers, front desk staff, and Behavioral Health interns. F3 licenses are more flexible licenses which we can add or remove at any time. The G3 license are permanent licenses, that we base on 300 total employees, and are held for the duration of the 3-year agreement.

The Microsoft Government Cloud tenant critically synchronizes with our physical data center, this allows us to manage users, computers, devices, applications, compliance, and security. Security and compliance policies are configured locally and in the Microsoft Government Cloud. These policies ensure we follow healthcare regulations, retain, encrypt, and secure data. The tenant provides many tools to monitor the entire IT environment, improve security and prevent data loss.

The final section of the Microsoft Enterprise Agreement is to license the Microsoft Server products in the physical data center. These products are used to connect our users to the application and server resources needed for daily operations. We host approximately 30 specialized servers in our Virtual Server Environment, to provide telecommunications, remote access, database applications, and IT infrastructure services.

**Financial Dimension Accounts**

<b>Account Number</b>	<b>Annual Cost</b>
2102-536070-120-34010-40	\$56,026.70
2102-536070-120-34020-40	\$1,233.20
2102-536070-120-34030-40	\$12,870.60
2102-536070-120-34040-40	\$18,771.72
2102-536070-120-34050-40	\$32,975.04
2102-536070-120-34060-40	\$34,158.72

1<sup>st</sup> Year \$156,035.98 Due: 9/1/2022

2<sup>nd</sup> Year \$156,035.98 Due: 9/1/2023

3<sup>rd</sup> Year \$156,035.98 Due: 9/1/2024



**Will County**  
**Health Department &**  
**Community Health Center**

**M365 G3 GCC Per user \$366.60 per user (annually)**

The license is used for Full Time/Part Time Employees.

Formerly (consolidates the following licenses):

- MS EA Enterprise Mobile Security E3 (Full and SA)
- MS EA PSTN Conference
- MS EA Office 365 GE3
- MS EA Office 365 Core CAL Bridge

Additional Features:

- Web Version of Office Applications
- Desktop Version of Office Applications
- Windows OS E3 Subscription
- 1 TB One Drive Storage
- Business Email
- Host Unlimited Meetings Microsoft Teams
- Collaborate agency intranet, team sites and SharePoint
- Additional One Note Features
- 100 GB Business Email Box
- **Compliance and Information Protection**
- Email Encryption

**M365 G3 GCC F3 Per User \$81.24 per user (annually)**

The license is used for contracted, temporary, interns and extern users

- Web version of Office Applications
- 2 GB One Drive Storage
- Collaborate agency intranet, team sites and SharePoint
- Business Email 2GB space
- **Compliance and Information Protection**
- Email Encryption

**Defender for O365 Plan 1 \$9,748.80 annual**

- Threat Protection Policies
- Reports
- Threat Investigation and Response Capabilities
- Automated Investigation and Response
- Safe Attachments
- Safe Links
- Safe Attachments (SharePoint, OneDrive, Teams)
- Anti-Phishing Protection
- Real Time Detections

**Other Microsoft Applications (assigned to specific Users and Roles)**

- ITT Staff Applications
  - Power Automate
  - Power BI Pro
  - Power Apps
  - Project
  - Visio
  - Visual Studio Pro



Joseph E. Troiani, Ph.D., CADC  
Director, Behavioral Health Programs  
June 2022

1. The deposits for the month of May 2022 came to \$462,330.25. For the current month of June 2022, the month-to-date (June 6, 2022) deposits so far are at \$2,604.19.
2. The June 2022 research report titled Preparedness for 988 Throughout the United States: The New Mental Health Emergency Hotline conducted by the RAND Corporation details the extent of the mental health problem in the United States. It reports that in 2019 it was reported that 29 million individuals identified as having a mental health illness. Of these 29 million only 45% receive treatment. If left untreated, persons living with mental illness will experience a worsening condition which can result in a mental health emergency.

In respond to this growing problem, made worse by the psychological consequences of the CPVID-19 pandemic, a federally funded nationwide network with the key feature being the dial #988 crisis lines will be launched on July 16, 2022.

The RAND report is a study to determine the readiness for the launching #988. There was the survey of 180 officials to determine the preparedness for the launch of 988. The findings are as follows:

- 51% reported that they were not involved in the development of the strategic plan for #988.
- 16% reported that they had a budget to support #988 operations.
- 85% reported that there was a mental health emergency response and/or call center already in existence.
- 48% had short term crisis stabilization programs and only 28% possessed urgent care units for mental health. These are alternative programs where persons in mental health crisis are deflected from the emergency rooms or even police lockup.
- The existing hotlines had few trained staff to interact with children & adolescents, persons experiencing homelessness, and other special populations.

The June 2022 report concluded that local and state behavioral health leadership appreciates the importance of planning for the #988 launch. Also the following further recommendations were made:

- Coordinate with local institutions (i.e., mental health providers, first responders, etc.) to develop a local strategic plan that enhances mental health emergency response - and includes stable sources of revenue.

- Conduct a needs assessment of the mental health infrastructure and examine whether recently passed federal legislation could support investments in it.
- Ensure that local mental health emergency hotlines follow best practices, collect information on performance, and are part of the lifeline network.

The study also reported and emphasized the following:

- The need for collaboration with law enforcement, other first responders and the #911 system.
- Support Crisis Intervention Team (CIT) training for law enforcement.
- Bidirectional communications between #911, #988, and the mental health and first responders.
- That there is the availability of crisis beds.

3. Crisis Care System - Program 590 Program Development:

- Waiting communications from the contracted provider (PATH) of #988 in Illinois regarding the July 17<sup>th</sup> start-up date.
- Continued efforts to recruit and interview candidates for the Program 590 clinical positions.
- Outreach to National Alliance for Mental Illness Will-Grundy (NAMI), University of Saint Frances, and Governors State University to recruit persons with lived experience.
- Establish the orientation and training plan for Program 590 staff.

Respectfully Submitted,

*Joseph E. Troiani*

Joseph E. Troiani, Ph.D., CADC  
Division Director





Mary Maragos  
CEO, Community Health Center  
June 2022

**IDPH SBHC Implementation Grant** – We received a notice of funding opportunity from IL Dept of Public Health regarding grants to implement a school-based health center (SBHC) in IL. The opportunity is only available to those entities who received funding for the planning phase. We asked the Governing Council for its approval to submit for \$150,000 in grant funding, the maximum allowable amount. Applicants are expected to be operational and apply for SBHC certification by the end of June 2023. The Valley View School District administration is supportive. We propose to begin basic operations this summer, to include assisting parents with insurance eligibility and enrollment, and provide school physicals, immunizations, and COVID testing. All of these activities can be performed before space is renovated at Brooks Middle School in Bolingbrook. We are currently seeking Advisory Board members who live in that community; one Will County Board/ Board of Health member has already volunteered. If anyone else is interested, or can recommend someone, we would appreciate your help. On June 9 we plan to visit two SBHCs run by Heartland Community Health Center, in Rogers Park near Evanston.

**ARPA Supplemental Funding** – An application was submitted on May 23 to HRSA for \$60,000 for supplementary American Rescue Plan funding. The purpose of the funding is to support enhanced Uniform Data System (UDS) reporting capability, to include population level specificity related to quality metrics and health disparities. We propose to purchase Nextgen Population Health Analytics which will take data from disparate sources such as the electronic health record, insurance claims, hospital discharges, and laboratory results to report on clinical, financial, and care management modalities. We will be able to monitor quality metrics such as vaccinations, appropriate treatment for certain illnesses, chronic health problems, cancer screening, etc. by provider, location, and date. The cost for a consultant to install, implement, and train the staff is \$37,150. The monthly subscription cost is \$2986. The grant period is for 8 months, from Aug.1 2022 through March 30, 2023. After the end of the grant period, the monthly subscription will be supported by revenue from managed care organizations that offer bonuses for meeting quality metrics. The budget line item is called “Managed Care Performance.” In 2021 the revenue from this line item was \$28,260 and more is expected as we continue to improve our quality scores.

**HRSA National FQHC Employee Survey** – We have been asked by HRSA to have our staff participate in a national satisfaction survey of FQHC employees. The aim is to improve retention of employees and learn best practices from other entities such as ours. We'll share more information about this as we learn of it.

**Recent Resignation of Our LCSW** – We are sorry to report that our Licensed Clinical Social Worker of only 3 months just resigned, with days' notice. She received a salary increase from her former hospital employer. Likewise, we are struggling right now with 7 Certified Medical Assistant vacancies, as our salaries are not commensurate with those available at local hospitals. We have proposed changes to the Union for the minimum requirements of CMA hires, to allow us to hire those without prior experience. We have been waiting months for a response, and it is affecting our ability to provide in-person visits after 4:00pm each day and on Saturdays, as those times are when the shortage of CMAs is most acute.





**COVID-19 Update:**

**Numbers of Cases (raw numbers)**

	<u>Cases</u>	<u>Recovered</u>	<u>Deaths</u>
World	~ 5.33 million	~ 504 million	~ 6.31 million
United States	~ 86.0 million	~ 82.2 million	~ 1.03 million
Illinois	~ 3.31 million	~ 3.09 million	~ 38 K

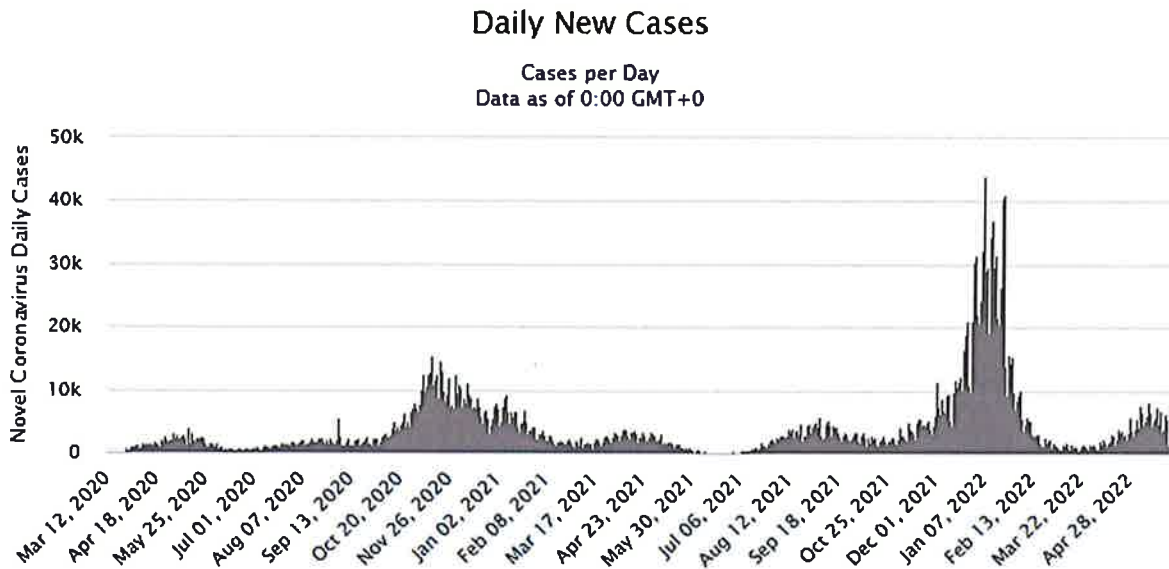
Increased from 82.6 million in 4 weeks

Increased from 1.02 million in 4 weeks

(worldmeter.info as of June 1, 2022)

**Total Daily New Cases – Illinois (through May 29, 2022):**

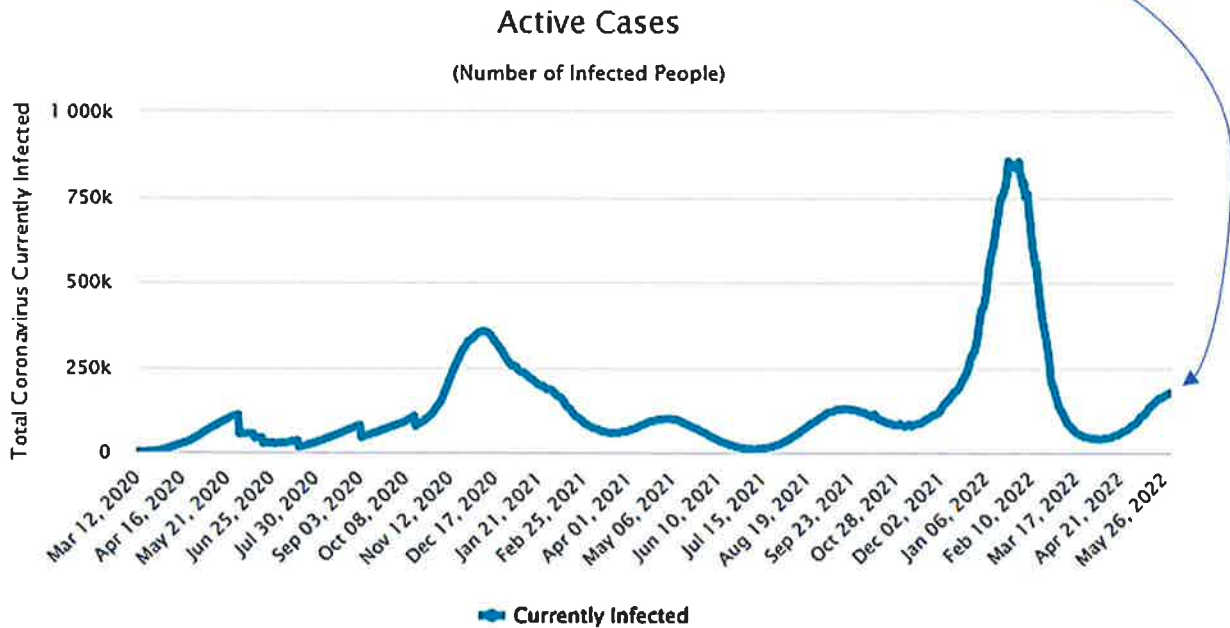
~ **increase** in cases as they are up **FROM** 748 in March **TO** 7,775 in May



(worldmeter.info as of June 1, 2022)

## Active Cases- Illinois (through May 31, 2022):

~ **Increased FROM 39,276** active cases in April 2022 **TO 174,141** active cases as of May 31, 2022



(worldmeter.info as of June 1, 2022)

## COVID Summary (as of May 27, 2022; Institute for Health Metrics)

- **South Africa & China:** Cases appear to have peaked and are now declining.
- **United States:** The increase in cases is **slowing and expected to peak by early June**
- **Current recommendations:**
  - Offer boosters to those who want them.
  - Provide antivirals to at-risk individuals who get infected.
  - Continue surveillance for potential new variants.

## **CASES EXPECTED TO PEAK IN THE US WITHIN A FEW WEEKS IN THE USA**

In the United States, the increase in cases (driven by behavioral relaxation) is slowing.

It is not these current increases in the US will lead to large-scale increases in death or hospitalization.

We will see a peak at the end of May or mid - June at the national level

## **EVIDENCE OF BA.4-5 CROSS-VARIANT IMMUNITY IN SOUTH AFRICA**

In South Africa, the BA.4-5 related increase in cases has peaked and is coming down, which fits with the expectation and projected models

## **OMICRON UNDER CONTROL IN CHINA**

The control measures of strict lockdown continue to be successful with COVID case numbers declining in general.

The lingering question will be whether or not there are going to be – as expected (given the large volume of susceptible individuals) *further Omicron outbreaks*, and the need for other efforts at strict lockdown in China, still pursuing a zero-COVID strategy.

## CURRENT RECOMMENDATIONS

Excluding the emergence of new variants that are more severe than Omicron, the current strategies of continuing to offer **boosters** to those who would like to get a booster, making sure that **antivirals are available** for those who are at risk who do get infected with Omicron, and **continuing surveillance**, are the most important aspects of monitoring the ongoing COVID-19 pandemic.

### Staffing Update:

The following positions remain **vacant** in the health center:

- Family Medicine Physician (1)
- Mental Health Advanced Practice Registered Nurse (1) OR
- Psychiatry Physician (1)
- Registered Nurse (1)
- Patient Registration Supervisor (1)
- Licensed Clinical Social Worker (resignation just received)
- Nurse Population Health Manager (1)
- Patient Registration Clerk (2)
- Certified Medical Assistants (7)
- Outreach Specialist/ Insurance Navigator (1)

**Thomas Casey**  
**Director of Environmental Health**  
**June 15, 2022**

### **FOOD PROGRAM**

1. For the second straight year, EH is reporting a rise in food establishment plan reviews and operational inspections. Temporary food events are also on the rise signaling the want of operators and residents returning to some sense of normalcy.
2. On May 20, 2022, food manufacturer J.M. Smucker announced a voluntary recall of multiple Jif peanut butter products for the potential contamination of salmonella. The peanut butter was produced from a Smucker plant in Lexington, Kentucky. Sixteen people from twelve states including Illinois have reported symptoms after eating a Jif product.
3. On May 24, 2022 the Illinois Governor signed SB 3838 Farmers Market Permit into law. It is now Public Act 102-0862. The Act officially allows farmers to sell meat, egg, poultry and dairy products from their actual farm. This exempts the farm from licensing by the local health departments. The health departments can require permits from the farmer operating at local farmers markets. The amends the Food Handling Regulation Enforcement Act.

### **EH LAB / WATER PROGRAM / SEWAGE**

1. The EH laboratory has analyzed a total of 1,833 samples during the month of May compared to 2,350 during the same time frame in 2021. The lab sampler collected 369 IMS samples this past month. The EH lab is still posting for the one vacated sampler position.
2. We have collected 2,906 invoices for 2022 IMS Permits to Discharge totaling \$494,069.00. This slightly surpasses last years total of \$485,690.00 at the same timeframe.
3. EH has processed another \$850.00 in past due Permits to Discharge fees from previous years. These do not include past due 2022 permits. Complaints are generated regularly on owners of mechanical systems who still owe for past years. Several complaints are currently being processed for court proceedings to assist in collection of past due fees.
4. EH is currently running an advertisement in the North Wheatland Township Homeowners Guide. The ad helps promote our laboratory services and radon kit sales which is still down this year with 21 kits sold for \$168.00.

### **OTHER**

- On May 31, 2022, EH announced its first positive West Nile Virus batch out of thirty-eight run. The batch was run from our trap set in Mokena. The batch was collected on May 17, 2022. IDPH announced on June 1, 2022, two positive batches one each in Will and DuPage Counties. Thirty-two birds have been tested with zero positives so far this season. No human cases reported to date.
- On June 2, 2022, IDPH and the Chicago Department of Public Health announced Illinois' first case of Monkeypox infection. The male patient is being isolated at home and had recently returned from a trip to Europe. Monkeypox is transmitted by close physical contact with bodily fluids, pox sores or respiratory droplets. Monkeypox is typically found in Africa. People are often infected by small mammal bites, scratches or handling infected animals. Flu-like symptoms, rash, sores and lesions are common symptoms. Laundry from an infected person can also be a source able to spread the pox.
- Interns have begun the inspection and sampling processes at our public swimming pools and bathing beaches. The interns have quickly processed the training in the swimming and West Nile programs and are doing an excellent job for the division and assisting with maintaining public safety.



Will County  
Health Department &  
Community Health Center

Georgia VanderBoegh  
Director of Family Health Services  
June 2022

### **WOMEN, INFANTS, CHILDREN SUPPLEMENTAL NUTRITION PROGRAM (WIC)**

For May, 68 new clients were added for a total of 8,470 enrolled clients with 7,411 active clients.

WIC staff have been actively using the IRIS referral system when they discover the client has a need. In May, WIC staff completed 53 referrals through the IRIS system and received 7 incoming referrals for clients who may need WIC. Most of the referrals made were to our Better Birth Outcomes (BBO) Program, but referrals were also made to CHC for dental clinic and pediatrics, the WCHD Behavioral Health Division, Salvation Army, Morning Star Mission, and Trinity Services for autism.

### **HIV/STI PREVENTION AND SURVEILLANCE & PRE-EXPOSURE PROPHYLAXIS (PrEP) CLINIC**

In May, 11 HIV tests were done with 2 new positive cases detected. The PrEP program saw 1 new patient, had 5 PrEP follow-up visits, and saw 12 patients in the Care Clinic for bloodwork, referrals to Infectious Disease and STI treatment and screenings.

Information about our Lead Poisoning Prevention, PrEP, Perinatal Hepatitis B Prevention and STI Programs was distributed to 40 clinics and Provider offices by the assigned Community Health Educator.

Lyyti Dudczyk, Program Coordinator, and Kendra Smith-Coleman, Promotions Specialist, gave a presentation on syphilis referral and surveillance at an all-Provider meeting for the WCCHC. The goal of the presentation was to increase communication between both the surveillance (reporting) side and clinical side so that these cases can be adequately treated and reported timely to IDPH.

### **INCREASING WELL-WOMAN (WW) VISITS PROGRAM**

#### **Outreach & Events**

Staff is currently researching local outreach opportunities to provide educational information to target women on Well-Woman visits. Staff has been in contact with the Spanish Community Center director along with a spokesperson for BluePrint Agency. WW staff are in discussions about a possible "Well-Woman Day", and this is being discussed for a possible day in September.

Well-Woman informational postcards (50 each in English and Spanish) have been left at the Spanish Community Center for distribution to women who attend the center for services.

Well-Woman informational cards were left with the WCHD WIC program director who will be putting them in materials given to WIC clients.



## **COVID-19 RESOURCE COORDINATION**

In May, our Resource Coordinator, Carrie Jackson updated the Memorandum of Agreement (MOA) documents with 2 vendors used for transporting and housing individuals that require quarantine or isolation due to COVID-19. POSH Hotels (Quality Inn on Larkin Avenue and Clarion Convention Center hotel at Larkin Avenue and McDonough Street) provide alternate housing, and Telecab assists with transportation to the hotels.

Carrie continues to attend outreach events to distribute COVID testing flyers and continues to meet with community partners.

## **TOBACCO CONTROL & PREVENTION GRANT**

### Out-of-Home Media Campaign

In May, WCHD collaborated with the CDC Media Campaign Resource Center (MCRC) staff to tag selected campaign messages with logos and funding taglines. The Board of Health approved the contracts for ScreenVision Media and NCM for the movie theatre campaigns. Thirty second 'Nicotine Equals' vaping prevention messages will play during opening credits at theatres in Bolingbrook, Frankfort, Joliet Mall, Naperville and New Lenox. Our contract with NCM (Bolingbrook, Joliet Mall, New Lenox) started on May 29<sup>th</sup>. Our contract with ScreenVision Media starts in the beginning of June.

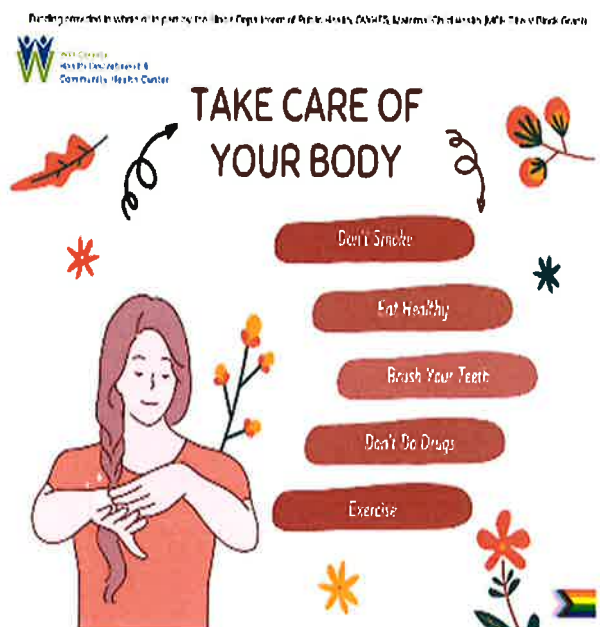
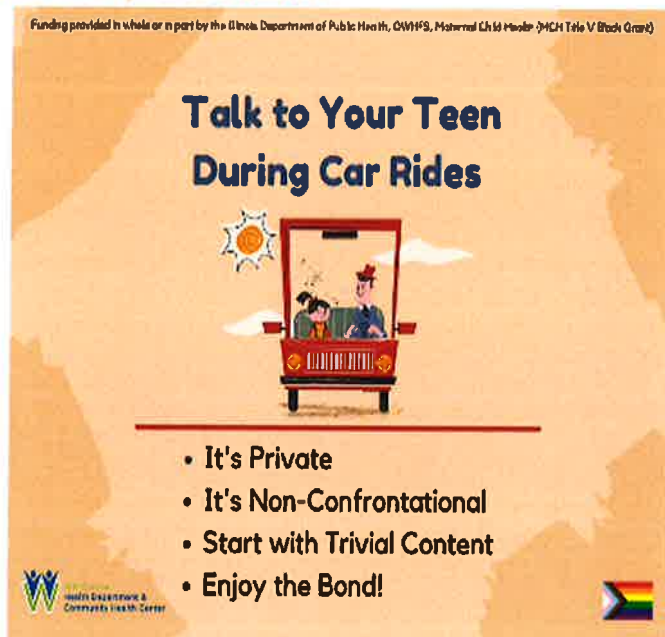
Additionally, staff continued to collaborate with Alpha Media to develop the social media portion of the campaign. We'll place a 15-second 'Nicotine Equals' message on TikTok and SnapChat platforms. There are 2 resolutions to be approved later in the meeting to approve the purchases for social media. The social media campaign is scheduled to start on July 1.

## **ADOLESCENT HEALTH GRANT**

### Media (Social Media)

In May, there were 20 social media messages posted on Facebook, Twitter, and Instagram. The messages promoted the importance of youth mental health awareness, certified application counseling services provided by the CHC, annual well-care visits, social determinants of health, and substance abuse. The posts gained a total of 28,370 reach/impressions and 103 total engagements.

Two examples are below:







### BINAX NOW UPDATES

Since the beginning of the Binax Now program (November 2020), EP&R has given out 129,328 tests to 130 Locations in Will County:

- BiNax: 109,560
- iHealth: 2100
- **Total: 111,660 to Binax Testing program agencies**

Over The Counter test distribution:

- 12,240 iHealth to 13 Long Term Care Facilities
- 5,400 iHealth to Community Based Organizations and 1 homeless shelter
- 28 iHealth to WCHD employees
- **17,668 Total Over the Counter Tests Distributed**

### **iHealth and BinaxNOW Tests**

iHealth is provided in kits containing two tests. BinaxNOW kits contain 40 tests and one reagent dispenser.

IDPH has created, and utilizes, an electronic test ordering system, which now includes both BinaxNOW and iHealth tests.

This flexibility in ordering allows:

- Less waste by sites requiring small numbers of tests
- More appropriate distribution of tests
- Efficiency for larger testing site

We continue to discuss testing related questions with community organizations: interested in obtaining tests, with questions related to the use of iHealth tests, availability and usage of tests, questions with CLIA renewal, secondary contact information, and updating of MOAs with the Health Department.

Tests continue to be provided to First Responder Agencies, Treatment Centers, Dental Treatment Centers, Hospice Agencies, Businesses, Detention Centers, Medical and Surgery Centers and WCHD Clinics. As expected, schools have sufficient inventory to test until the end of the school year. We will determine their inventory and the expiration dates.

Due to availability, iHealth training issues continue. We have contacted IDPH to obtain an updated training calendar.

## Memorandums of Agreement

We continue to obtain updated MOAs from community testing sites.

### May Data

- 21 requests for COVID-19 Rapid Tests were received in May
- 2230 tests were provided to community testing sites
- 100 community sites with more than 150 testing locations have enrolled in the program
- 4 updated MOAs have been received

### Medical Reserve Corps (MRC)

<b>WCHD MRC COVID-19 Vaccination Clinic Hours</b>									
	On-Site			Off-Site			Totals		
Month	# of volunteers	On-Site hours	On-Site Value	# of volunteers	Off-site hours	Off-Site Value	Total # of volunteers	Total Hours	Total Value
<b>2021 Total</b>	<b>591</b>	<b>8980.5</b>	<b>339,239.04</b>	<b>126</b>	<b>630</b>	<b>26030.76</b>	<b>717</b>	<b>9610.5</b>	<b>365,269.80</b>
2022 January	24	273	8,761.08	1	4	178.04	25	277	8,939.12
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2022 March	12	82	2,468.04	0	0	0	12	82	2,468.04
2022 April	16	104	5,099.10	0	0	0	16	104	5,099.10
2022 May	16	131.5	4,724.11	0	0	0	16	131.5	4,724.11
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### EP&R Program

- Both the Public Health Emergency Preparedness (PHEP) and the City Readiness Initiative (CRI) grants have been issued.
  - Between the two grants, funds were decreased about approximately \$25,000.
  - Both grants have been submitted.

# MEDIA SERVICES

MAY 2022



FROM THE DESK OF MATTHEW BEDORE

MONTHLY REPORT

Much of May was, in Media Services, devoted to the finalization of a major departmental undertaking: the creation of the WCHD 2021 Annual Report. As with so many projects [and so many months], the timeline greatly exceeds any one month. However, it would be fair to report that a good deal of May was devoted to the generation of the 2021 Annual Report--a report that differs in a number of ways from its immediate predecessors.

The emphasis of this year's Annual Report was to try to provide a human, narrative context to the many data points that WCHD generates and publishes in its reports. We sincerely hope that readers of the report will learn both the hard facts that delineate the parameters of WCHD's work and success and at the same time get a little glimpse into the stories of some of the people who helped WCHD accomplish all its work. This year's report is truly a collaborative effort; many WCHD staff took the extra time to pen the stories behind the numbers that constitute the bulk of the report..

Work continues on the evolution of the webpage. May saw Media Services working with the Well-Woman Program's team in the planning for the program's presence on the WCHD webpage. The resulting webpage went live the first week of June. We hope that the execution of the Well-Woman page proves both inviting and functional. Considerable time was spent in planning a user experience designed to appeal to the page's expected clientele.

Media Services continues to take advantage of the social media that is at our disposal. In may we used our social media platforms to celebrate Asian American, Native Hawaiian & Pacific Islander Heritage Month, Mental Health Awareness Month, National Women's Health Week, and High Blood Pressure Education Month.

## SOCIAL MEDIA



**64**

posts

**764**

reactions

**5,066**

engagements



**63**

tweets

**30**

reactions

**184**

engagements



**Will County  
Health Department &  
Community Health Center**  
501 Ella Avenue | Joliet | IL | 60433

**FOR IMMEDIATE RELEASE**

9 June 2022

**WILL COUNTY HEALTH DEPARTMENT CAUTIONS PUBLIC ABOUT RABIES**

**JOLIET, IL** – As summer begins and people begin to enjoy the outdoors more, Will County Health Department wants to remind everyone about the potential for rabies exposure.

Alpesh Patel, Will County Health Department’s Chief Epidemiologist, says: “It is well known that the number of animal bites and bat exposures tends to increase during the spring and summer months. As the weather warms up and COVID-19 restrictions lessen, it is anticipated that Will County residents will experience increased opportunity for exposure to stray, wild and potentially unvaccinated animals.”

According to the Illinois Department of Public Health [IDPH], cases of human rabies in the United States are rare, but rabies exposures are still common with an estimated 60,000 Americans receiving the post-exposure vaccination series each year.

The rabies virus infects the central nervous system, ultimately causing disease in the brain and death. Without preventive treatment, rabies is typically fatal. However, with timely and appropriate medical care, rabies in people is 100% preventable.

Any mammal can get rabies, but the most commonly affected animals in the United States are bats, raccoons, skunks, and foxes — so the best way to avoid rabies in the U.S. is to stay away from wildlife.

Leave all wildlife alone, including injured animals. If you find an injured animal, don’t touch it; contact local authorities for assistance.

According to the Centers for Disease Control and Prevention [CDC], exposure to rabid bats is the leading cause of rabies in humans in the U.S., accounting for 70% of people who become infected. Bat bites do not always cause a visible mark yet can still spread rabies virus through infected saliva – so any direct contact with a bat should be assessed by a clinical or public health provider.

Because pets can get rabies from wildlife and then could spread it to humans, [preventing rabies in pets](#) is also an important step in preventing human rabies cases. So, visit your veterinarian and keep rabies vaccinations up-to-date for all dogs, ferrets and cats.

**MORE**

**NEWS  
release**


**Media Inquiries:**


Matt Bedore  
815.727.5088  
mbedore@willcountyhealth.org




Will County Public Health dates back to 1942 when \$50,000 was allocated for local Environmental Health, Maternal-Child Health, and Infectious Disease Control initiatives. In 1940, roughly 115,000 people called Will County home; in 2020, nearly 700,000 do. Today Will County Health Department strives to bring its vision—to deliver sustainable programs and policies in response to the public health needs of the community—to all of the people of Will County.



 815.727.8670

 willcountyhealth.org

 @WillCoHealth

 facebook.com/WillCountyHealthDepartment



There are some basic things people can do to help prevent rabies:

- Leave all wildlife alone
- Know the risk: contact with infected bats is the leading cause of rabies deaths in people in the US, followed by exposure to rabid dogs while traveling internationally.
- Wash animal bites or scratches immediately with soap and water.
- If you are bitten, scratched, or unsure, talk to a healthcare provider about whether you need treatment for rabies.
- Vaccinate your pets to protect them and your family.

Because bats are the leading cause for infection in people, the CDC urges people to take the following measures to prevent or lessen the risk of infection with rabies:

**Avoid direct contact with bats.**

If you do come into contact with a bat OR if someone possibly had contact with a bat, do the following:

**Call Will County Animal Control at (815) 724-1520** to help trap the bat for testing. Testing a bat to determine if it is rabid can help to determine whether you need medical treatment.

**Contact your doctor or a [local public health official](#)** to assess whether medical treatment is needed.

Already this year, two bats in Will County have tested positive for rabies.

###

For more information about rabies, visit

CDC at [Rabies | CDC](#).

IDPH at [rabies](#) and a special page about how to keep [bats out of your home](#).



RESPECT  
INTEGRITY  
PROFESSIONALISM  
QUALITY  
DEDICATION

**WILL COUNTY HEALTH DEPARTMENT  
BOARD OF HEALTH REPORT**

**6/15/2022**

**May 2022**

**Stats**

<b>Behavioral Health Statistics for 5/1/2022 - 5/31/2022</b>			
	<b>Month of May 2022</b>	<b>CFY 2022</b>	<b>CFY 2021</b>
<b>Child and Adolescent (C&amp;A) Mental Health Programs</b>			
	<b>C&amp;A Psychiatric Services</b>		
	<b>237</b>	<b>1,357</b>	<b>1,353</b>
	<b>C&amp;A Orientation Services</b>		
	<b>26</b>	<b>158</b>	<b>179</b>
	<b>School Counseling Services</b>		
	<b>59</b>	<b>372</b>	<b>7</b>
	<b>C&amp;A Counseling Services</b>		
Joliet Office	<b>168</b>	<b>792</b>	<b>37</b>
Northern Branch Office	<b>40</b>	<b>142</b>	<b>0</b>
Telephonic Services	<b>106</b>	<b>1,030</b>	<b>2,374</b>
Eastern Branch Office	<b>N/A</b>	<b>N/A</b>	<b>0</b>
<b>Screening Assessment and Support Services/Mobile Crisis Response</b>			
*Effective October 1st the SASS Program has been renamed to Mobile Crisis Response and now includes individuals of all ages			
	<b>Mobile Crisis Response Screenings</b>		
	<b>214</b>	<b>1,355</b>	<b>1,114</b>
	<b>Mobile Crisis Response Counseling Services</b>		
	<b>360</b>	<b>3,013</b>	<b>3,198</b>
	<b>FSP Counseling Services</b>		
	<b>20</b>	<b>192</b>	<b>258</b>
<b>ICC (Intensive Care Coordination)/FSP(Family Support Program)</b>			
*Effective October 1st the ICC Program name changed to Family Support Services (FSP)			
<b>Adult Mental Health Programs</b>			
	<b>Adult Psychiatric Services</b>		
	<b>Terminated Program 7/2016</b>		
	<b>Adult Orientation Services</b>		
	<b>30</b>	<b>108</b>	<b>119</b>
	<b>Adult Counseling Services</b>		
Joliet Office	<b>130</b>	<b>661</b>	<b>26</b>
Northern Branch Office	<b>18</b>	<b>48</b>	<b>0</b>
Eastern Branch Office	<b>2</b>	<b>3</b>	<b>1</b>
Telephonic Services	<b>320</b>	<b>2,113</b>	<b>2,348</b>
	<b>PAS Services</b>		
	<b>Terminated Program 4/2022</b>		
PAS/MH	<b>0</b>	<b>68</b>	<b>140</b>



WILL COUNTY COMMUNITY HEALTH CENTER - Patients and Visits CY2021 as of May 28, 2022											
		2022	2021	2022	2021	As of April 30 2022	As of April 30 2021	2022	2021	2022	2021
		Clinic Visits	Clinic Visits	Virtual Visits	Virtual Visits	Hospital Visits	Hospital Visits	All Visits	All Visits	Patients	Patients
1	Family Physicians	246	293	43	19						
3	Internists	0	0	0	0			289	312	142	195
4	Obstetrician/Gynecologists	3422	3809	0	3			0	0	0	0
5	Pediatricians	1101	1118	174	70			3422	3812	1616	1707
8	<b>Total Physicians</b>	<b>4769</b>	<b>5220</b>	<b>217</b>	<b>92</b>			1275	1188	839	870
9a	Nurse Practitioners	3778	3954	928	1349			4986	5312	2597	2772
10	Certified Nurse Midwives	202	170	0	0			4706	5303	2699	2921
10a	<b>Total NPs and CNMs</b>	<b>3980</b>	<b>4124</b>	<b>928</b>	<b>1349</b>			202	170	119	119
11	Nurses	99	55	1	0			4908	5473	2818	3040
15	<b>Total Medical</b>	<b>8848</b>	<b>9399</b>	<b>1146</b>	<b>1441</b>			100	55	94	49
16	Dentists	2192	1853	0	1			9894	10840	5509	5861
17	Dental Hygienists	81	0	0	0			2192	1854	1389	1096
19	<b>Total Dental Services</b>	<b>2273</b>	<b>1853</b>	<b>0</b>	<b>1</b>			81	0	76	0
20a	Psychiatrists	429	283	1363	1341			2273	1854	1465	1096
	Mental Health - Physicians other than Psychiatrists	191	154	1	0			1792	1624	666	665
	Mental Health Nurse Practitioner	918	677	358	328			192	154	178	137
20a	Licensed Clinical Psychologists	2	2	481	549			1276	1005	718	616
20a	Licensed Clinical Social Workers	11	0	0	0			483	551	254	282
20b	Other Licensed Mental Health Providers	404	425	198	305			11	0	11	0
20	<b>Total Mental Health</b>	<b>1955</b>	<b>5247</b>	<b>2401</b>	<b>2523</b>			602	730	255	223
21	Substance Abuse Services	533	480	570	596			4356	4064	2082	1923
22	Other Professional Services (Audiology)	30	0	0	0			1103	1076	490	497
22b	Optometrists	287	248	0	0			30	0	24	0
24	Case Managers	4	0	0	0			287	248	276	241
25	Patient/Community Education Specialists	0	0	0	0			4	0	4	0
29	<b>Total Enabling Services</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>			0	0	0	0
	Obstetrical Deliveries							4	0	4	0
	Circumcisions					120	142				
	Gyne Admissions including surgeries					25	27				
	Hospital Visits (ER & Admissions)					22	35				
	Dr. Flores' Newborn visits					167	134				
34	<b>TOTALS</b>					<b>358</b>	<b>352</b>	<b>17943</b>	<b>18082</b>	<b>9846</b>	<b>9618</b>

**JUNE 2022-DIVISIONAL STATISTICS REPORT**

<b>JUNE 2022-DIVISIONAL STATISTICS REPORT</b>				
<b>ENVIRONMENTAL HEALTH</b>		<b>May-22</b>	<b>FY22 YTD</b>	<b>FY21 YTD</b>
Food Program Activities		821	4831	3937
Water Program Activities		140	811	711
Sewage Program Activities		107	501	478
Other Program Activities (beaches, tanning facilities, etc.)		1040	4417	4473
Aerobic Treatment Plant Samples		369	2036	2010
Number of Service Requests		31	191	165
Number of Complaints		54	291	331
Number of Well Permits		7	50	48
Number of Septic Permits		27	101	73
Number of Lab Samples Analyzed by EH Lab		1833	11053	10711
<b>OFFICE OF VITAL RECORDS</b>		<b>May-22</b>	<b>FY22YTD</b>	<b>FY21YTD</b>
Births Recorded		371	2111	2146
Deaths Recorded		369	2685	2597





# WE WILL WIN

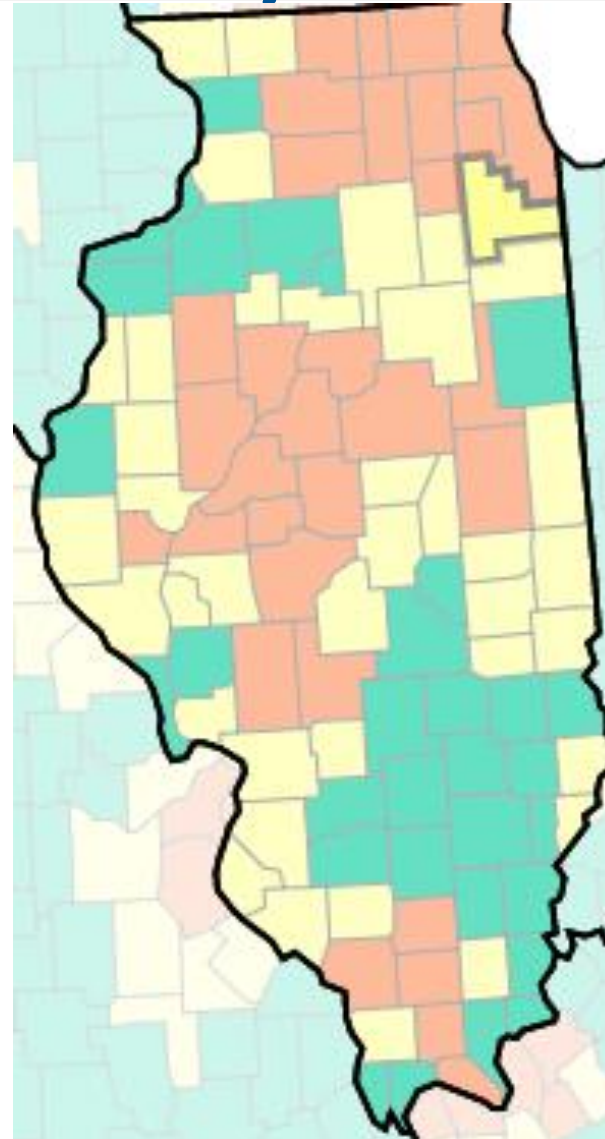
COVID-19 VACCINATION UPDATE 6.14.2022



Will County  
Health Department &  
Community Health Center

### MEDIUM LEVEL PREVENTION STEPS

- Stay up to date with COVID-19 vaccines
- Get tested if you have symptoms
- Wear a mask if you have symptoms, a positive test or have been exposed
- Wear a mask on public transportation
- Additional precautions may be needed for people at high risk for severe illness



Low Medium High

### WEEKLY CDC METRICS

- Case rate per 100k population: **281.15**
- New COVID-19 admissions per 100k: **8.9**
- Percent of inpatient beds in use by COVID-19 patients: **4.7%**

**33 COUNTIES ARE AT HIGH RISK**  
**39 COUNTIES ARE AT MEDIUM RISK**

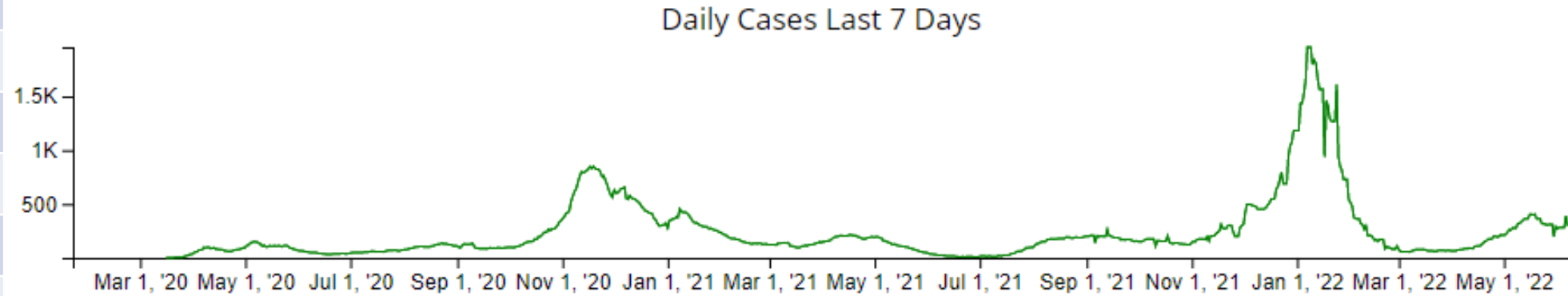
Will County was at **HIGH** for three weeks (due to case rates and hospital admissions) and dropped back down on 6/10 to **MEDIUM**



# WILL COUNTY COMMUNITY COVID-19 CASE RATES OVER TIME

Dates	Cases per 100k
4/16	5.5
4/13	<b>72.24</b>
4/20	70.48
4/25	<b>140.43</b>
5/2	<b>178.21</b>
5/12	<b>305.76</b>
5/19	<b>366.71</b>
5/24	288.82
5/31	180.96
6/6	<b>259.14</b>
6/10	<b>281.15</b>

RED INDICATES AN INCREASE FROM PREVIOUS DATE







# WILL COUNTY VACCINATION DATA, 6.14.22

Total\* Vaccines Administered  
**1,211,503**

Population Vaccinated with at  
Least 1 Dose  
**493,982**  
71.35% of total population

Race/Ethnicity	Number of Vaccinations Given	Percent of Total Vaccinations Given
White	746,212	61.6%
Hispanic	174,333	14.4%
Black	121,953	10.1%
Asian	100,086	8.3%
American Indian or Alaska Native	5,090	.4%
Native Hawaiian or Other Pacific Islander	2,153	.2%
Other race	36,127	3%
Unknown	25,353	2.1%

Age	Number of Vaccinations Given	Percent of Total Vaccinations Given
5-11	50,841	4.2%
12-17	100,270	8.3%
18-64	801,755	66.2%
65+	258,607	21.3%

Gender	Number of Vaccinations Given	Percent of Total Vaccinations Given
Female	646,048	53.3%
Male	564,096	46.6%





# WILL COUNTY VACCINATION DATA, 6.14.22

Population Fully Vaccinated  
**460,702**  
 66.55% of total population

Boosters Administered  
**243,702**

Race/Ethnicity	Number of Fully Vaccinated	Percent of Population for each Race/Ethnicity in Will County ** Population 692,310	Percent of Race/Ethnicity Fully Vaccinated
White alone, not Hispanic or Latino	279,753	62.5% (432,694)	279,759 / 432,694 = <b>64.7%</b>
Hispanic	69,537	18.2% (126,000)	69,537 / 126,000 = <b>55.2%</b>
Black	47,150	12.2% (84,462)	47,150 / 84,462 = <b>55.8%</b>
Asian	36,107	6% (41,539)	36,107 / 41,539 = <b>86.9%</b>
American Indian or Alaska Native	1,919	.5% (3,462)	1,919 / 3,462 = <b>55.4%</b>
Native Hawaiian or Other Pacific Islander	816	.1% (692)	816 / 692 = <b>100+%**</b>
Other	14,878	N/A	
Unknown	10,464	N/A	

\*\*Will County Population data based on the US Census Bureau **2019 Population Estimates** (<https://www.census.gov/quickfacts/willcountyillinois>)



# COVID VACCINATION CLINIC HOURS & VACCINES ADMINISTERED

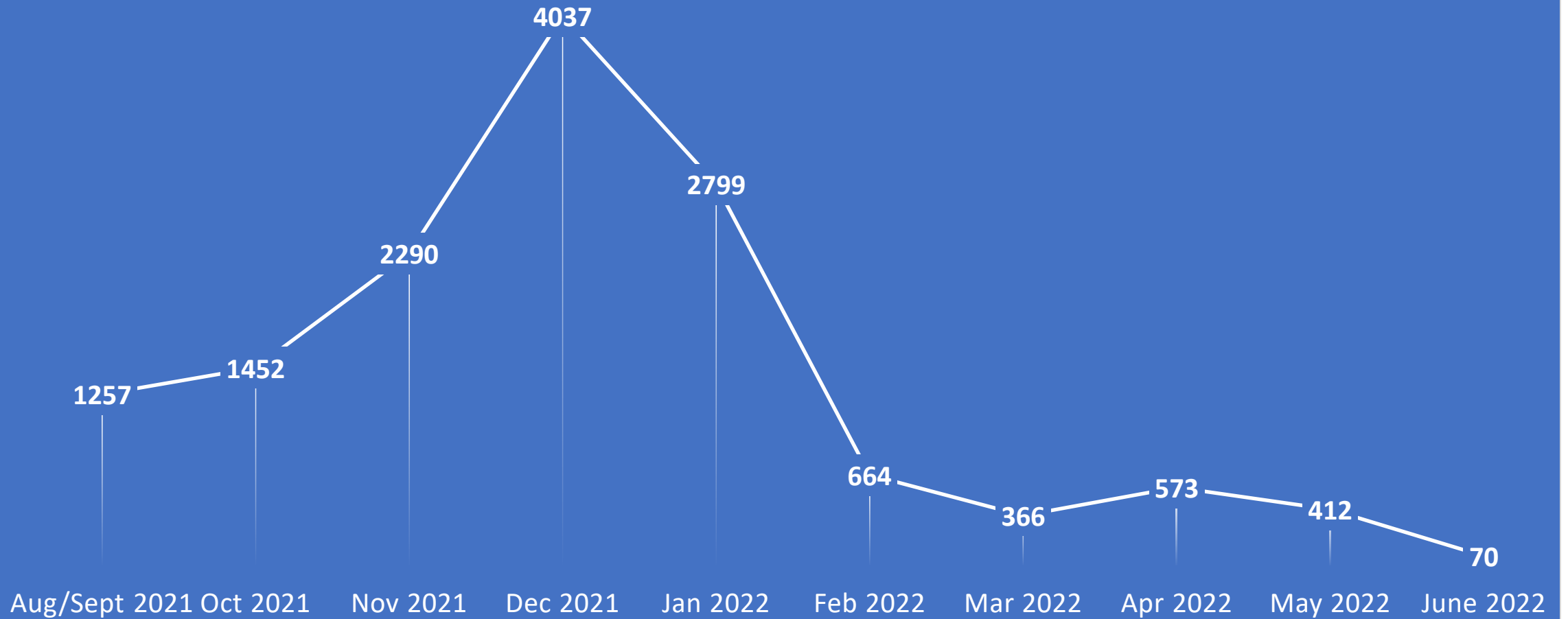
## Current COVID Vaccination Joliet WCHD Clinic Hours Tuesdays 9:00-5:30

4/5	137 doses administered (90% were boosters)
4/12	143 doses administered (93% were boosters)
4/19	149 doses administered (94% were boosters)
4/26	144 doses administered (94% were boosters)
5/3	74 doses administered (91% were boosters)
5/10	94 doses administered (93% were boosters)
5/17	100 doses administered (91% were boosters)
5/24	89 doses administered (93% were boosters)
5/31	55 doses administered (89% were boosters)
6/7	70 doses administered (77% were boosters)

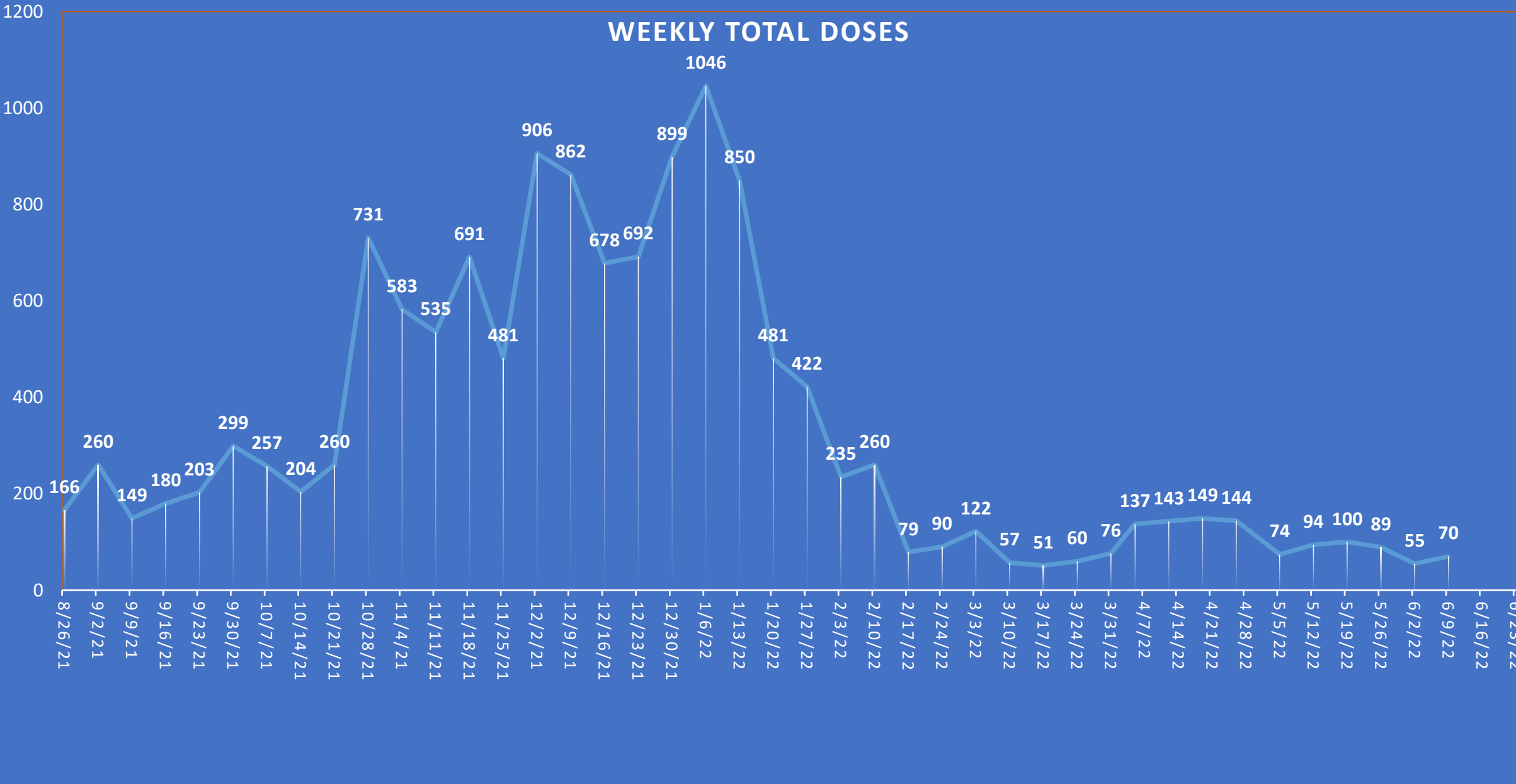
**Final day of COVID Vaccination Clinic in the  
Community Room: June 21, 2022**



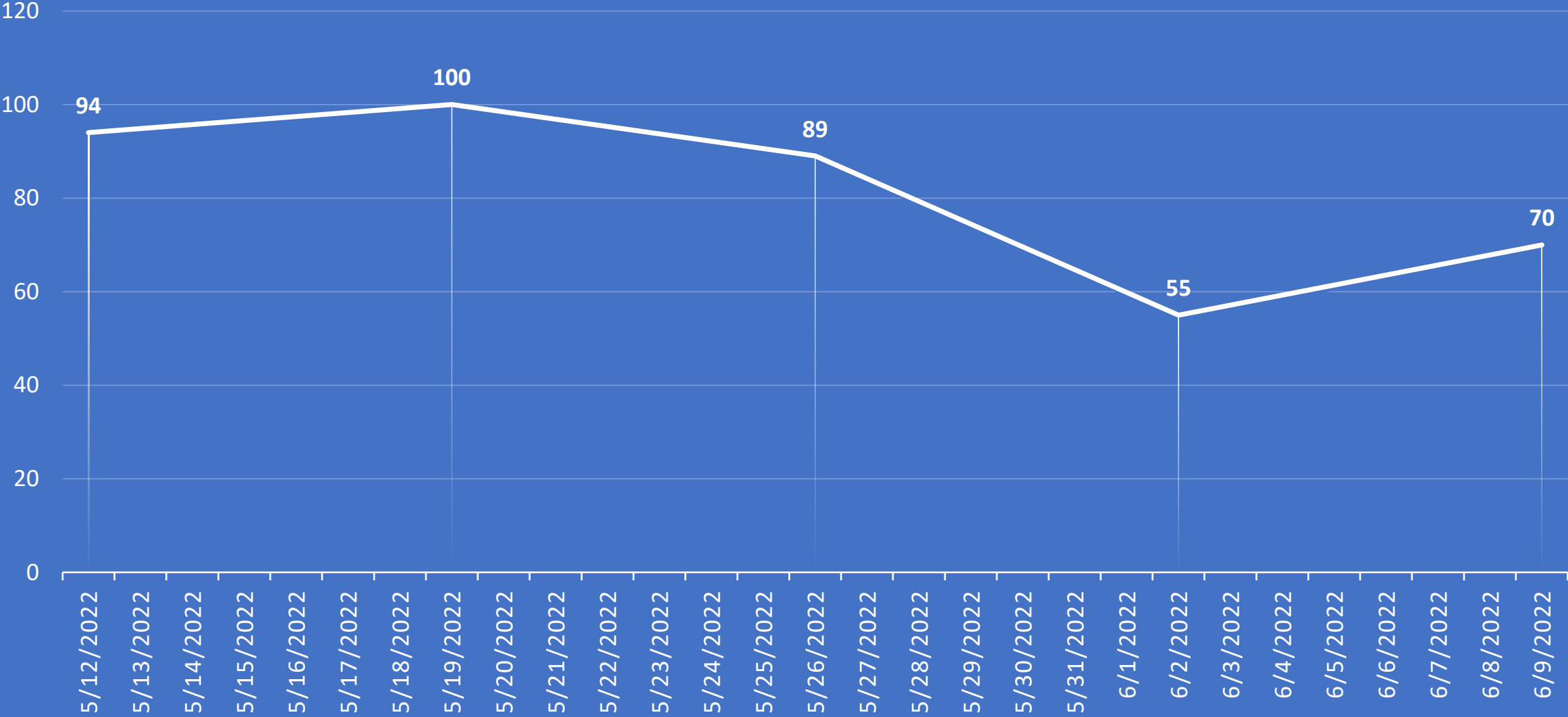
# MONTHLY TOTAL DOSES



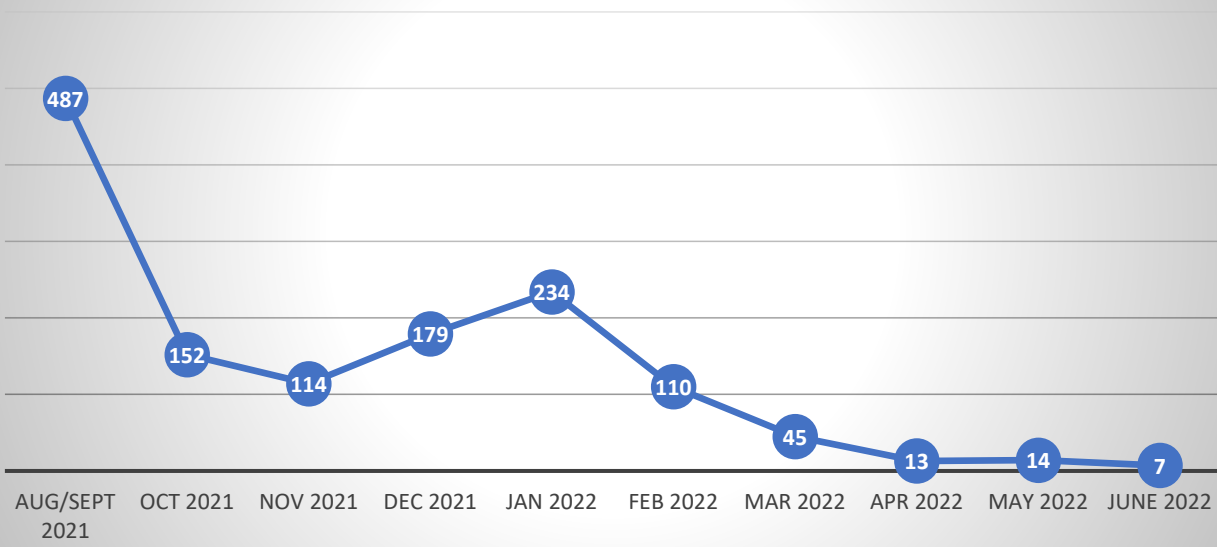
# WEEKLY TOTAL DOSES



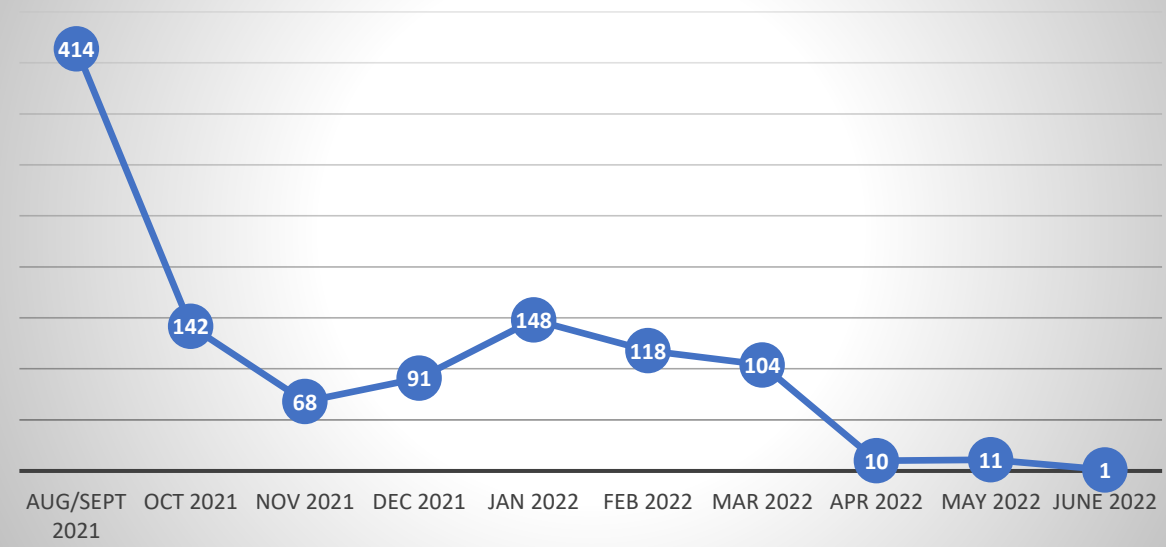
# LAST 5 WEEKS: TOTAL DOSES



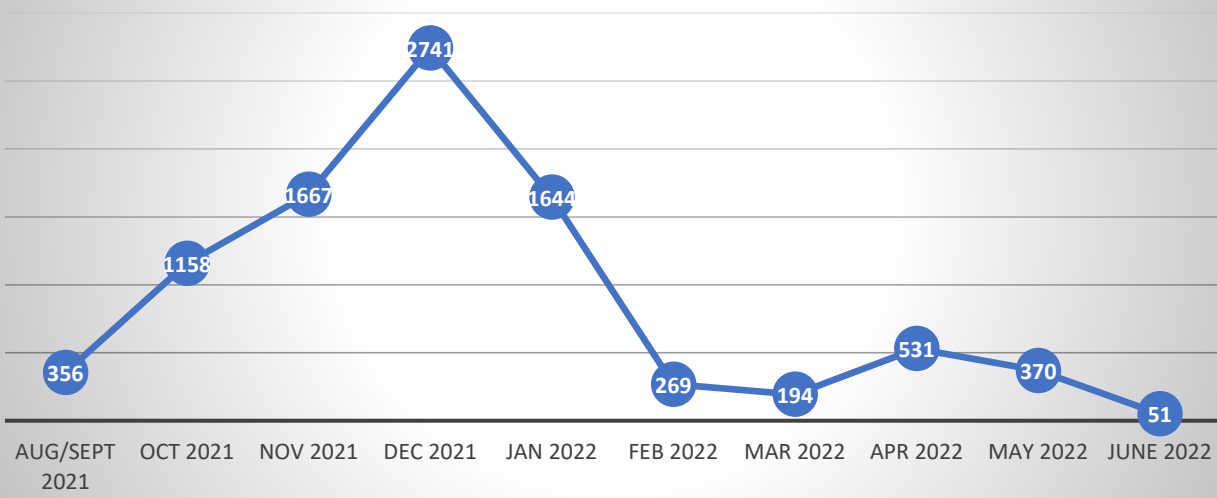
### First Doses (12+)



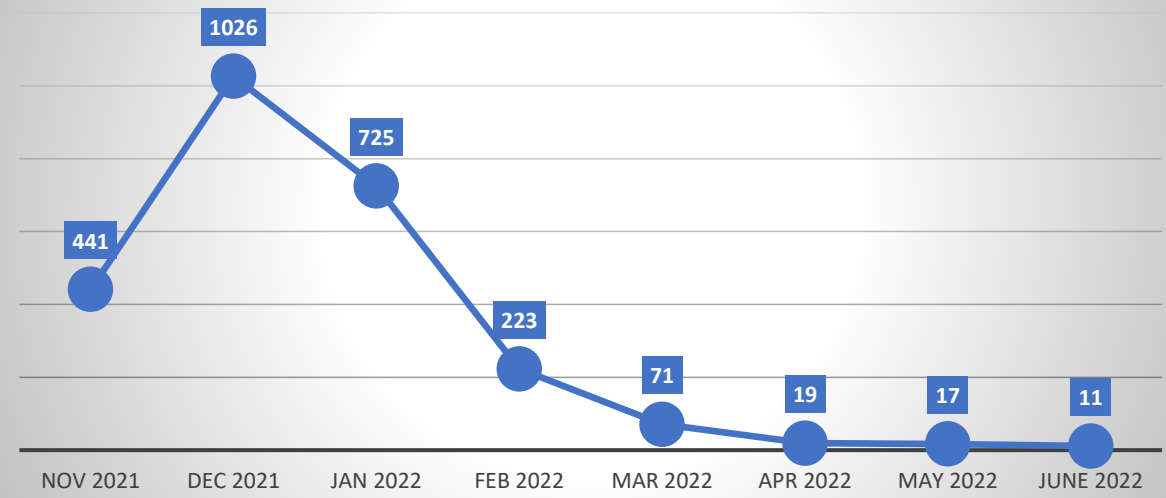
### Second Doses (12+)



### Third Doses/12+ Boosters



### Pediatric Doses (5-11) Includ. Booster







# TRANSITION COVID-19 VACCINATIONS TO IMMUNIZATION PROGRAM

The Immunizations Program will take over implementation of COVID-19 vaccinations in the regular Immunization Clinic beginning June 27<sup>th</sup>.

## New Immunizations Program COVID-19 Vaccine Appointment Schedule

- Monday, Tuesday, Friday: 8:30-4:30
- Wednesday: 10:00am-6:00pm
- Thursday: Closed to allow time for Homebound vaccinations to be completed

Vaccinations will be by appointment only! Call 815-740-8143 to schedule an appointment after June 21<sup>st</sup>

There will be 25 scheduled COVID vaccination appointments each day, except Thursdays, when staff are scheduled to complete Homebound vaccination appointments.



Will County  
Health Department &  
Community Health Center  
[www.willcountyhealth.org](http://www.willcountyhealth.org)



501 Ella Avenue | Joliet, IL 60433

**MASS VACCINATION CLINIC CLOSED**

**COVID-19 VACCINES  
AVAILABLE IN  
IMMUNIZATIONS DEPT.**

**BY APPOINTMENT ONLY**

TO SCHEDULE A COVID-19 VACCINATION

**CALL**  
**815.740.8143**

**OPEN:** Monday, Tuesday & Friday: 8:30AM-4:30PM  
Wednesday: 10:00AM-6:00PM

**CLOSED:** Thursday

**AVAILABLE COVID-19 VACCINES**  
**PFIZER MODERNA J&J**



## HOMEBOUND VACCINATIONS

- 585 individuals completed in our Homebound Program
- Bolingbrook Fire ended their homebound program (109 vaccinations given). We now serve Bolingbrook
- Romeoville Fire has provided 55 homebound vaccinations
- The homebound vaccination program transitioned to the Immunization Department the first week of May

Dose Type	Number
<b>First Dose</b>	<b>337</b>
<b>Second Dose</b>	<b>226</b>
<b>Third Dose/Booster</b>	<b>246</b>
<b>2<sup>nd</sup> Booster</b>	<b>67</b>
<b>Total Administered</b>	<b>876</b>
<b>People on list to be vaccinated</b>	<b>9</b>

Updated: 6/1/22



## CDC GUIDANCE UPDATES

- ✓ Pfizer boosters for 5 to 11-year-old population approved for use on 5/19/22. WCHD began offering boosters to this new expanded population on 5/24/22
- FDA advisory meeting on June 14 & 15 to discuss approving vaccinations for the following:
  - Moderna: 6 to 17 years
  - Moderna: 6 months to 5 years
  - Pfizer: 6 months to 4 years
- ACIP meeting on June 17 & 18 to discuss new pediatric Moderna and Pfizer vaccinations. A vote for an Emergency Use Authorization will be taken



## VACCINATIONS FOR CHILDREN AGES 6 MONTHS TO 4 YEARS OLD

- We expect ACIP to issue an Emergency Use Authorization on June 18 for both Pfizer and Moderna for this age group
- Initial pediatric vaccine delivery is expected between June 20-23
- WCHD will transfer vaccine to pediatric providers – pre-orders taken the week of June 6-10
- We are planning a pediatric clinic on June 23<sup>rd</sup> from 9am-6pm at WCHD. Second dose clinic is scheduled for July 21<sup>st</sup>.



# MEDICAL RESERVE CORPS COVID-19 VACCINATION CLINIC HOURS

## WCHD MRC COVID-19 Vaccination Clinic Hours

	On-Site			Off-Site			Totals		
Month	# of volunteers	On-Site hours	On-Site Value	# of volunteers	Off-site hours	Off-Site Value	Total # of volunteers	Total Hours	Total Value
<b>2021 Total</b>	<b>591</b>	<b>8980.5</b>	<b>339,239.04</b>	<b>126</b>	<b>630</b>	<b>26030.76</b>	<b>717</b>	<b>9610.5</b>	<b>365,269.80</b>
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**WILL COUNTY BOARD OF HEALTH  
RESOLUTION #22-29**

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH  
WILL COUNTY, ILLINOIS**

---

**RESOLUTION FOR TRANSFER OF FUNDS – WILL COUNTY HEALTH DEPARTMENT - \$15,000**

**WHEREAS**, the Will County Health Department needs to transfer \$5,000 in 2102-553040-120-34010-40 (Capital Office Equipment) and \$10,000 in 2102-553080-120-34010-40 (Capital Computer Hardware) in our Administration's FY22 budget to 2102-536070-120-34010-40 (Computer Software & Licenses) in our Administration's FY22 budget for the Microsoft Office Enterprise Agreement, and

**WHEREAS**, the Microsoft Enterprise Agreement is a mission critical infrastructure used in each Division. The agency's data and information are stored in the Microsoft Government Cloud (tenant) which also provides tools and applications to support Public Health and Primary Care programs; and

**WHEREAS**, some of the funds for this procurement were put into a capital expense account in our FY22 budget; however, since each license is less than \$5,000 this procurement is not considered a capital expense.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Health approves the following transfer of funds in the FY2022 Health Department—Administration's budget.

Expenses:

From:	2102-553040-120-34010-40 Capital Office Equipment	\$5,000
	2102-553080-120-34010-10 Capital Computer Hardware	\$10,000
To:	2102-536070-120-34010-40 Computer Software & Licenses	<b>\$15,000</b>

DATED THIS 15th day of June 2022.

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Billie Terrell, Ph.D., ACSW, President  
Will County Board of Health





**Resolution of the Will County Board of Health  
Will County, Illinois**

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**RENEWAL OF MICROSOFT ENTERPRISE AGREEMENT \$156,035.98**

**WHEREAS**, the Will County Health Department requires the renewal of Microsoft Office 365 Enterprise Agreement for three (3) years; and

**WHEREAS**, the Microsoft Office 365 Government Tenant is licensed for Will County Health Department's daily operations; and

**WHEREAS**, The State of Illinois has bid Microsoft Office 365 Enterprise Agreement managed by Dell Technologies.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Health approves the payment of \$156,035.98. to Dell Technologies for Microsoft Office 365 Enterprise Agreement for Fiscal Years 2022, 2023 and 2024.

DATED THIS 15<sup>th</sup> day of June 2022

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Billie Terrell, Ph.D., ACSW, President  
Will County Board of Health





Dell Software - Customer Confidential

Quote	
Customer :	Will County Health
Contact :	Anthony Melei
Contact Email :	amelei@willcountyhealth.org
Date :	06/01/2022
Quote Description :	Budget Renewal
Customer Number :	10875125
Microsoft EA :	8781115
Contract Code :	C00000765005

BUDGETARY QUOTE

**Phillip Reavis**  
*Inside Software Product Specialist*  
*North American Partner Software*  
 737-231-0582  
[phillip\\_reavis@dell.com](mailto:phillip_reavis@dell.com)

Quote # 8781115 060122
Exp:6/30/2022

Product Description	Part Number	Quantity	Months	Monthly Price	Ext. Price
Azure prepayment - US Gov					
M365 G3 Unified FUSL GCC Sub Per User	J5U-00001	1	12	\$98.41	\$1,180.92
M365 F3 Unified GCC Sub Per User	AAD-34704	300	12	\$30.55	\$109,980.00
Defender O365 P1 GCC Sub Per User	AAD-63092	120	12	\$6.77	\$9,748.80
Audio Conferencing Select Dial Out GCC Sub Add-on	3GU-00001	420	12	\$1.48	\$7,459.20
O365 Advanced Compliance GCC Sub Per User	NYH-00001	420	12	\$0.00	\$0.00
Power Automate GCC Sub Per User	TK7-00002	10	12	\$5.90	\$708.00
Power BI Pro GCC Sub Per User	SFR-00001	7	12	\$12.99	\$1,091.16
PowerAppsPlanGCCShrdSvr ALNG SubsVL MVL PerUsr	DDJ-00001	7	12	\$7.40	\$621.60
Project P3 GCC Sub Per User	SEL-00001	7	12	\$17.32	\$1,454.88
Project Online Essentials GCC Sub Per User	7MS-00001	5	12	\$22.12	\$1,327.20
VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr	3PN-00001	8	12	\$5.20	\$499.20
VSPSubMSDN ALNG SA MVL	P3U-00001	7	12	\$11.10	\$932.40
System Center Standard Core ALng SA 2L	77D-00111	1	1	\$276.34	\$276.34
Win Remote Desktop Services CAL ALng SA UCAL	9EN-00198	120	1	\$16.53	\$1,983.60
Win Server DC Core ALng SA 2L	6VC-01254	60	1	\$21.26	\$1,275.60
Win Server DC Core ALng LSA 2L	9EA-00278	16	1	\$113.37	\$1,813.92
Win Server Standard Core ALng SA 2L	9EA-00039	44	1	\$236.19	\$10,392.36
	9EM-00270	40	1	\$132.27	\$5,290.80
				1st Year	\$156,035.98
				2nd Year	\$156,035.98
				3rd Year	\$156,035.98
Notes: Greyed out Items are 1 Year EA 8781115 expires 8/31/22				Tax	0.00%
Quote Prepared By: Phillip Reavis				<b>Grand Total</b>	<b>\$468,107.94</b>

1) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.  
 2) If you have a question re your tax status, please contact your Dell Software sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee).

3) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at [www.dell.com](http://www.dell.com), unless Customer has a separate purchase agreement with Dell.  
 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.

5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable. 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.

6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



Will County  
Health Department &  
Community Health Center

Will County Board of Health  
Resolution #22-31

**Resolution of the Will County Board of Health  
Will County, Illinois**

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**RENEWAL OF OSIS INFORMATION TECHNOLOGY SERVICES AGREEMENT \$27,253.79 PER MONTH.**

**WHEREAS**, the Will County Health Department requires the renewal of OSIS Information Technology Services Agreement, for an additional 24 months expiring on August 1<sup>st</sup>, 2024; and

**WHEREAS**, the OSIS Information Technology Services Agreement hosts the NextGen Electronic Health Record system including Practice Management, Health Records, Dental Records and Document Management for the Will County Community Health Center, Primary Care operations, and Will County Health Department Public Health programs; and

**WHEREAS**, OSIS Technology Services, manages the NextGen System Upgrade Process, provides support services, training and augments our Electronic Health Record Team and Super-Users group.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Health approves the monthly payment of \$27,253.79 per month to OSIS Technology Services for 24 months.

DATED this 15<sup>th</sup> of June 2022.

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Billie Terrell, Ph.D., ACSW, President  
Will County Board of Health

## **Addendum E**

### **Will County Health Department**

### **Addendum to Information Technology Service Agreement**

This **ADDENDUM E** is made and entered into as of August 1, 2022 (Effective Date), by and between **OSIS**, an Ohio not-for-profit Corporation, and **Will County Health Department (Member)**, having its primary business operations located at 1106 Neal Avenue, Joliet, IL 60433.

**NOW, THEREFORE**, in consideration of the mutual covenants herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows.

#### **AGREEMENT**

The purpose of this **ADDENDUM E** is to extend the term and pricing model of the original **Information Technology Service Agreement** as entered into on June 1, 2014 to which this addendum is attached and incorporated by reference, as if fully set forth is such Agreement. The term of the agreement shall commence on the effective date of this renewal addendum and be extended for an additional 24 months to August 1<sup>st</sup>, 2024.

#### **Base Services (Exhibit A):**

##### **NextGen License Management Services:**

Your team of NextGen License Management experts will ensure that you are making the most of your current assignments and that future purchases are strategic and necessary. You can expect:

- On-going audits to ensure that assignments are fully utilized using OSIS' more aggressive assignment scheme
- Future NextGen license purchase discounts (25-45%)
- Coverage for all future NextGen versions, KBM's, on-going subscription and maintenance purchases

##### **OSIS Solutions – Template/Report Development Collaboration:**

As a Member you will continue to have access to solutions and tools that will enhance your NextGen experience. Our development methodology allows us to customize KBM templates, add custom solutions, and at the same time stay on the NextGen upgradeability path. All development solutions are tracked to provide continuity and transparency, ultimately leading to smooth KBM upgrades and the sharing of health center specific enhancements throughout our network of Members.

- We will manage the entire software development life cycle:
  - Defining the project/business requirement
  - Designing functionality
  - Building the template/report
  - Unit testing (member to perform user testing)
  - Implementation
- OSIS has a library of over **200 OSIS Solutions**, which are available to our members at no additional cost. Most notably:
  - PCMH Toolkit

- Peds Toolkit
- Diabetes Education
- HIV Toolkit
- Compliance Monitoring Toolkit
- Screening Tools Toolkit

Your team of specialist will introduce OSIS Solutions and train providers, support staff, and super users on new workflows and processes while introducing best practices for specific staff role and responsibility.

### **NextGen EPM/EHR/EDR/DM Hosting**

- A dedicated environment configured specifically to meet your needs with equipment refresh as needed.
- Maintenance and support of all equipment and operating system software.
- Up to 15TB of storage included. Additional space is available at \$0.50/GB/month.
- Access for up to 132 named NextGen Users
- OSIS reserves the right to audit both storage space and named users on an annual basis, which could result in a potential increase if over the allotted storage included.

### **NextGen Upgrade Services:**

All upgrades are like mini-implementations and we treat them as such. The entire process is proactively managed and performed by your OSIS team, to include:

- **Overall Project Management** - to identify roles/responsibilities for all parties with timelines for completion
- **Gap Analysis and Development** - to ensure that customization, solutions, and tools are carried forward post upgrade
- **Database Management** – Installation, database testing, interface migration, etc., services
- **New Feature Selection** - OSIS has developed tools to help your team sort through new version features and will show you which ones are required for a Community Health Center, and which ones can be optionally implemented now, or in the future
- **Training** - OSIS will provide either Super User / Train the Trainer style instruction, or typical end user instruction and will include any changes to system configuration or setup for new features
- **Go-Live Support** - Your EHR and EPM Subject Matter Experts will assist your team with configuration and testing, as well as be there to answer questions and troubleshoot issues throughout the upgrade

### **NextGen Support Services:**

As a Member you will continue to be introduced to a team of Subject Matter Experts dedicated to the needs of a Community Health Center representing EPM, EHR, Quality, Project Management, etc. They will be an extension of your organization and will serve as contributing members of both your financial and clinical committees, providing consistent expertise, training, consultation, and the experience of supporting other centers around the country, ensuring an optimized NextGen environment.



**EPM/EHR/EDR/DM Optimization Consulting, Training, and Support.** Most notable:

- On-going **System Governance** to establish structure around how you configure and optimize NextGen
- **Workflow and process improvement consultation**
  - Your team will coordinate sessions to review and understand current workflow, areas where processes are handled differently, ad-hoc work arounds, decision points, and ownership transfers to ensure that processes are improved and standardized going forward and in alignment with NextGen
- **Overall Project Management.** Lead all NextGen optimization projects and initiatives, for example:
  - EPM and EHR Optimization
  - Implementation of Ancillary/Third Party Products
  - NextGen Enterprise/EDR Upgrades and Patches
- **Quality Consulting**
  - Sharing expertise on Governmental/Regulatory Quality Improvement Initiatives such as Promoting Interoperability and UDS
  - Providing consulting on meeting measures / improving quality scores through implementation of NG standardized workflows and/or utilization of ancillary products
  - Providing education / guidance on best practice utilization of NG quality reporting tools, such as HQM / UDSX Console
  - Assisting with data validation efforts utilizing NextGen or OSIS reporting tools including troubleshooting and supporting interpretation of data
- **Annual Health Checks.** An activity to ensure that the goal to help you better manage your population, improve patient satisfaction, and achieve financial success is being met:
  - Assess overall stage in adoption and measure progress from previous visit
  - Review recommendations/observations and develop strategy for continued growth in adoption and overall efficiency
  - Training and overall optimization activities
- **On-Site Training** – OSIS Subject Matter Experts and/or Quality Consultants will be available to travel onsite for a total of two complimentary visits per year
  - A complimentary on-site visit consists of one OSIS SME or Consultant visiting the practice for up to three consecutive days to provide training, support or consulting/optimization activities
  - These complimentary visits will not roll over and cannot be “borrowed ahead” from a future year
- **Remote Training** and other activities can be scheduled throughout the year and may include:
  - Train the Trainer / assistance with creating an internal training program
  - Super User training and program consultation / best practices
  - NextGen Upgrade or product implementation end user training
  - OSIS Solution Education

- New hire Provider or Administrator Training

**NextGen Service Desk Support:**

To augment your team of specialists the OSIS Service Desk is available 24/7 to meet your needs.

- Service Desk Support for EPM/EHR/ICS/EDR applications
  - Assistance via portal, e-mail and/or phone communication

**OSIS University – An on-going education and training solution for OSIS Members:**

This online learning management tool will allow your staff to enroll in courses designed by OSIS Trainers specifically for our network of Community Health Centers.

- Course Catalog (EPM, EHR, EDR Videos) and documentation available to all Members
- Reporting capabilities allow managers at your organization to view what courses their staff are enrolled in or have completed, as well as what skills they are learning and how much time has been spent learning each quarter
- Earn Skill Badges upon course completion
- Two complimentary licenses, additional can be purchased for \$5 per license each month

**OSIS Partner Program:**

This program provides the opportunity to work with vendors who have a proven track record of working with community health centers at an OSIS Network discounted rate.

- The most up to date list of Partners can be found on the OSIS Network Portal

**NextGen License and Event Considerations**

- Unlimited complimentary passes to OSIS User Group Meeting each year

**Out of Scope (exclusions) Services and Client Responsibilities:**

Local support of hardware equipment and general IT services, projects, and/or initiatives are not covered in the proposed scope of work – including:

- Support of PACS or in-house laboratory environment
- Hardware/software purchases
- Travel Costs for any onsite visits

**\* See Optional Services (out of scope, but available)**

### Pricing Model (Exhibit C):

Will County Health Department will continue to receive support services identified above in Exhibit A representing the following license assignments:

Will County Health Department

Quantity	Description	Unit Price	Extended Price
1.00	NextGen EHR Practice License	\$325.00	\$325.00
1.00	NextGen EPM Practice License	\$325.00	\$325.00
13.00	NextGen EPM/EHR Provider License	\$477.41	\$6,206.33
5.00	NextGen EPM Provider License	\$229.15	\$1,145.75
5.00	NextGen EPM/EHR Mid-Level License	\$404.20	\$2,021.00
1.00	NextGen EPM Mid-Level License	\$188.84	\$188.84
3.00	NextGen EPM/EHR Behavioral Health License	\$203.69	\$611.07
2.00	NextGen EPM/EHR Optometry License	\$265.23	\$530.46
1.00	QSI EDR Practice License	\$243.75	\$243.75
3.00	QSI EDR Provider License	\$302.36	\$907.08
1.00	QSI EDR Mid-Level License	\$265.23	\$265.23
20.00	NextGen CPT Code-Provider	\$9.02	\$180.40
9.00	NextGen CPT Code-Mid-Level	\$2.39	\$21.51
25.00	NextGen First Data Drug Database Interaction	\$12.10	\$302.50
18.00	NextGen Healthwise Patient Education	\$18.57	\$334.26
14.00	NextGen Care Provider License	\$65.00	\$910.00
6.00	NextGen Care Mid-Level License	\$45.50	\$273.00
132.00	OSIS Hosting Named Users	\$30.00	\$3,960.00
1.00	NextGen ICS Remote Scanning	\$16.25	\$16.25
1.00	NextGen CHC UDS Reporting Module	\$195.00	\$195.00
1.00	NextGen Medical Necessity	\$180.25	\$180.25
1.00	NextGen Caremindr Interface	\$81.25	\$81.25
1.00	NextGen Midmark ECG Interface	\$13.00	\$13.00
1.00	NextGen Immunization Export Interface	\$48.75	\$48.75
20.00	NextGen Virtual Visit Provider Subscription	\$79.00	\$1,580.00
16.00	NextGen Virtual Visit Support User Subscription	\$25.00	\$400.00
28.00	NextGen Medfusion PP PSS Provider	\$129.00	\$3,612.00
1.00	CBTS Charges - 501 Ella Avenue/Hillip VPN	\$2,376.11	\$2,376.11
		<b>Monthly Total:</b>	<b>\$27,253.79</b>

#### Optional Services to be scoped out per project:

- Custom Interface Development
- On-site Training beyond identified in Exhibit A above
- Assistance with PCMH transformation / annual reporting
- Custom Templates and/or reports for /Member's exclusive use

All other sections of the Information Technology Service Agreement shall remain unchanged and in full force and effect.

**Will County Health Department****OSIS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH  
WILL COUNTY, ILLINOIS**

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**RESOLUTION TO APPROVE THE INSTAMED SERVICES AGREEMENT- NEXTGEN/INSTAMED**

**WHEREAS**, the Will County Community Health Center currently contracts with OSIS, Inc. for hosting, support and maintenance of the Electronic Medical Record system; and

**WHEREAS**, the OSIS Electronic Medical Records system (NextGen) has the capability of online bill payment through the patient portal; and

**WHEREAS**, the Community Health Center has negotiated a service agreement with NextGen/InstaMed as our credit card processing vendor; and

**WHEREAS** the applicable processing rates are stated on the included application.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Health approves the agreement with NextGen/InstaMed for credit card processing at the CHC.

DATED THIS 15th day of June 2022.

---

Billie Terrell, Ph.D., ACSW, President  
Will County Board of Health



Review and complete entire form



Sign signature field(s)



Send via email to your NextGen contact

**PRICING**

This Order Form is strictly confidential and is not to be released or shared outside of your organization. All pricing is valid for 90 calendar days following the date of this proposal unless otherwise specified.

**Solutions Pricing**

**PAYMENT**

- Patient Payments
- Payment Plans
- Patient Portal
- AMEX
- Auto Payment Collect
- Batch eCheck
- Payer Payments

<b>Swiped Card (VISA/MC/Disc.)</b>	<u>1.99</u> % of payment volume
<b>Keyed Card (VISA/MC/Disc.)</b>	<u>2.99</u> % of payment volume
<b>Swiped/Keyed AMEX &amp; Commercial Card</b>	<u>2.99</u> % of payment volume
<b>Transaction Fee</b>	\$ <u>0.15</u> per sale transaction
<b>eCheck</b>	\$ <u>0.20</u> per item
<b>Auto Payment Collect</b>	\$ <u>0.15</u> per scheduled payment
<b>Merchant ID (MID)</b>	\$ _____ per MID, monthly

**PATIENT BILLING**

<b>Electronic Image</b>	\$ <u>0.01</u> per image
<b>Paper Suppression</b>	\$ <u>0.10</u> per statement

Estimated Monthly Statement Volume 200

**SUCCESS**

\$ _____	monthly
\$ _____	monthly
\$ _____	monthly

**Implementation Fee** \$ \_\_\_\_\_ one-time

**PLATFORM**

**Platform Fee** \$ \_\_\_\_\_ monthly

**DEVICES**

Device	New Encryption License	QTY	Per Device	Subtotal
Ingenico Lane 3000	<input checked="" type="checkbox"/>	<u>8</u>	\$ <u>309.00</u>	\$ _____
	<input type="checkbox"/>	<u>5</u>	\$ <u>89.00</u>	\$ _____
				\$ _____ Total (one-time fee)
Encryption				
Healthcare Payments P2PE - Standard			\$ <u>5.00</u>	\$ _____ Total (monthly fee)

PRICING

In Process



CONTACT INFORMATION

**CONTACT INFORMATION**

**Primary Contact**

Mary Maragos  
Legal Name

Title

mmaragos@willcountyhealth.org  
Email

Number of Providers\*

Tax ID

**InstaMed Provider Portal Only**

Clearinghouse for Remittance Delivery

**Billing Address**

Street Line 1

Street Line 2

City State Zip

Patient Accounting System Version

Organization Billing NPI(s) (this is typically a Type 2/Group NPI associated with billing)

\*Number of Providers: Provider refers to physicians, nurse practitioners, physician assistants or others offering reimbursable healthcare services without exclusion.

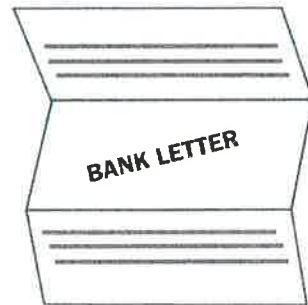
In Process

BANK ACCOUNT INFORMATION

**BANK ACCOUNT INFORMATION**

Bank account information is required for patient payment daily settlement, payer payment deposits and InstaMed solution fees. A voided check or bank letter is required. To use separate bank accounts, please submit an Additional Bank Accounts Form.

Bank Name Routing Number Account Number



NOTES

**NOTES**



TERMS

TERMS

Payment Solutions

When Patient Payments or Patient Portal is selected, InstaMed's Healthcare Bill Payments and Bank Bill Payments and Chase Billing Payments solutions are included. Customer will be registered for Bank Bill Payments and Chase Bill Payments at the Billing Address provided above. To add additional addresses for Bank Bill Payments and Chase Bill Payments, please submit an Order Form Addendum: Additional Bank Bill Payments Addresses.

Commercial Card pricing applies when processing any payment via a purchasing, corporate or business card. Commercial Card may be Visa, Mastercard or Discover.

Same Day and Next Day Deposits

When Same Day Deposits is selected, Customer must configure a cut time of 8:00pm ET, and payments processed before 8:00pm ET will be transmitted to Customer's bank account by 12:00am ET on the same day, including non-business days. When Next Business Day Deposits is selected and Customer elects to configure a cut time of 8:00pm ET, payments processed before 8:00pm ET will be transmitted to Customer's bank account by 11:00pm ET on the next business day. Same Day Deposits and Next Business Day Deposits require use of a deposit account at JPMorgan Chase Bank, N.A. Payment exceptions occur from time to time and accordingly InstaMed shall not be liable for payments that are not processed according to the timelines set forth above. InstaMed may terminate or suspend Same Day Deposits or Next Business Day Deposits at any time.

Returned Payment Fees

For each card chargeback, Customer will incur a \$20.00 fee. For each eCheck return, Customer will incur a \$5.00 fee.

American Express Marketing and Communications

To opt out of receiving future commercial marketing communications from American Express, please contact us. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Success

Success Package Includes Premier Support, Insight Plus and Device Management Plus.

- Premier Support covers all Standard and Non-Standard Customer Implementation Services. Customers not enrolled in Premier Support may incur a \$250 hourly rate for non-standard customer implementation services.
• Insight Plus delivers advanced analytics through InstaMed Online.
• Device Management Plus delivers advanced reporting on orders and custom branding on device screens.

Payment Devices

For all devices purchased with point-to-point encryption (P2PE), billing for monthly P2PE fees begins the month of device shipment date. First and last month P2PE fees are not prorated. If Customer requests devices to be shipped to more than one location, Customer may incur additional shipping and handling fees.

Monthly Billing

For all fees billed on a monthly basis: (a) if an Order Form is executed on or prior to the 20th of a month, billing for the applicable monthly fee begins in the calendar month immediately following the month of the Order Form execution date, or (b) if the Order Form is executed after the 20th of a month, billing for the applicable monthly fee begins in the second calendar month immediately following the month of the Order Form execution date. Order Form execution date is the date that the Customer signs the Order Form.

In Progress

AUTHORIZATION

AGREED AND ACCEPTED

By signing below, you agree to the pricing and terms of this Order Form and you confirm that the other information that you have provided in the Order Form is true and correct. You also agree to the Terms and Conditions set forth at www.instamed.com/im-online/InstaMed\_Terms\_and\_Conditions\_JPMC-ng.pdf or separately agreed to in writing by you and InstaMed, which are integral to, and form a part of, this Order Form. The parties consent and agree that this Order Form may be electronically signed. The parties agree the electronic signatures appearing on this Order Form are the same as hand-written signatures for purposes of validity, enforceability and admissibility.

Customer

Company

Signature Date

Signature Date

Mary Maragos

Print Legal Name

Print Legal Name

Title

Title

CUSTOMER INFORMATION

CUSTOMER INFORMATION

Customer Legal Name, Customer DBA Name, Corporate Address, Physical Address, City, State, Zip, Billing Phone, Tax ID, MM/DD/YYYY Business Est., # of Locations, Business Website, Description of Business

Does this location currently take VISA/MC/Disc.? [ ] Yes [ ] No

\*Customer Service Phone Number

MEMBER BANK DISCLOSURE & MERCHANT ACCEPTANCE

In Process

Member Bank Disclosure (for Visa and Mastercard Payment Card transactions)

Member Bank Information

JPMorgan Chase, PO Box, 29534, Phoenix, AZ 85038; (800) 934-7717 (the "Member Bank")

Important Member Bank Responsibilities

- The Member Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
- The Member Bank must be a principal (signer) to the Agreement.
- The Member Bank is responsible for educating Merchants on pertinent Card Brand Rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Member Bank is responsible for and must provide settlement funds to the Merchant.
- The Member Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Brand thresholds.
- Review and understand the terms of the Agreement.
- Comply with Card Brand Rules.
- Retain a signed copy of this Disclosure

Merchant Resources

You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/support/small-business/regulations-fees.html#3
You may download "Mastercard Rules" from Mastercard's website at: https://www.mastercard.us/en-us/merchants/get-support/merchant-learning-center.html

The responsibilities listed above do not supersede terms of the Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Member Bank is the ultimate authority should the Merchant experience any problems.

AUTHORIZATION

Mary Maragos
Signature of Principal/Officer/Owner Printed Legal Name Title Date

Merchant Acceptance

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), each individual signing this Merchant Acceptance: (i) represents and warrants that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual has the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgments, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledges that the information contained in this Merchant Application is provided for the purpose of obtaining and maintaining a merchant account with InstaMed and Member Bank on behalf of the Merchant; (iii) authorizes InstaMed and Member Bank to investigate the credit of the Merchant and such individual as provided in the Terms of Service; and (iv) acknowledges the Merchant's receipt of, and agreement to, this Merchant Application and the Terms of Service to this Merchant Application (including any appendices thereto) (collectively, the "Agreement").

Mary Maragos
Signature of Principal/Officer/Owner Printed Legal Name Title Date



MERCHANT APPLICATION

CONFIDENTIAL 20220427NG

MERCHANT INFORMATION

MERCHANT INFORMATION

Estimated Transaction Volume

\$ 226 Average Ticket 162,684 Annual Card Volume\* Annual eCheck Volume

\*If exceeds \$1 million, financials are required.

American Express (AMEX)

If you would like to accept AMEX, please provide your annual AMEX volume here:

If your annual AMEX volume entered exceeds \$1 million, acceptance of American Express card and its pricing will be governed by your merchant agreement with American Express, and not this Merchant Application. If this is the case, enter your AMEX SE number here:

Estimated Card Sales Method (must equal 100%)

Card Swipe/Insert/Tap % + Card Keyed % + Card eCom % = Total %

Merchant Category Code (MCC) (InstaMed may update for accuracy)

- Doctor/Physician (8011) Hospital (8062) Medical/Dental Lab (8071) Osteopath (8031) Eye Doctor (8042) Chiropractor (8041) Podiatrist (8049) Dentists/Orthodontist (8021) Other

If other, insert description of service and InstaMed will assign the MCC

Ownership

- Individual/Sole Proprietor PA/PC Partnership Other S Corporation C Corporation Government LLC Non-Profit [must provide 501(c)(3) certificate] Publicly Traded

Ticker Symbol Stock Exchange

Has merchant or owners/principals ever filed for bankruptcy?

No Yes

Business Personal

If yes, please explain

Date of filing

Has merchant or owners/principals ever been terminated from accepting bankcards for this business or any other business?

No Yes

If yes, please explain

TERMS

**TERMS TO THE MERCHANT APPLICATION**

By signing this Merchant Application, you agree to the Terms of Service set forth at [www.instamed.com/im-online/InstaMed Terms and Conditions JPMC-ng.pdf](http://www.instamed.com/im-online/InstaMed_Terms_and_Conditions_JPMC-ng.pdf) or separately agreed to in writing by you and InstaMed, which is integral to, and forms a part of, this Merchant Application.

**Fee Schedule**

Customer acknowledges and agrees that it is submitting with this Merchant Application to InstaMed an Order Form pursuant to which Customer elects to purchase certain Services at the prices stated therein. The Order Form executed by Customer is hereby deemed to constitute the Fee Schedule to this Application and incorporated herein by reference.

**Bank Account Information**

Funds will be deposited and fees will be withdrawn pursuant to the Order Form executed by Customer and incorporated herein by reference.

**Same Day and Next Business Day Deposits**

When Same Day Deposits is selected, Customer must configure a cut time of 8:00pm ET, and payments processed before 8:00pm ET will be transmitted to Customer's bank account by 12:00am ET on the same day, including non-business days. When Next Business Day Deposits is selected and Customer elects to configure a cut time of 8:00pm ET, payments processed before 8:00pm ET will be transmitted to Customer's bank account by 11:00pm ET on the next business day. Same Day Deposits and Next Business Day Deposits require use of a deposit account at JPMorgan Chase Bank, N.A. Payment exceptions occur from time to time and accordingly InstaMed shall not be liable for payments that are not processed according to the timelines set forth above. InstaMed may terminate or suspend Same Day Deposits or Next Business Day Deposits at any time.

**Payment Card Industry Data Security Standard (PCI-DSS)**

Customer must meet the requirements established by PCI-DSS. If you choose to use your own vendor for PCI-DSS compliance, you must provide InstaMed with a copy of your self-assessment questionnaire and, if applicable, certificate of compliance.

In Progress

PERSONAL GUARANTY

**PERSONAL GUARANTY**

Please sign the Personal Guaranty section ONLY if the Signing Entity/Person is an Individual or Sole Proprietor.

In consideration of InstaMed and Member Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to InstaMed and Member Bank under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify InstaMed and Member Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and/or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes InstaMed and Member Bank or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and/or any contractual relationship with InstaMed and Member Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of InstaMed and/or Member Bank in connection with the enforcement of this Guaranty.

Signature of Guarantor

Printed Legal Name

Title

Date



## INSTAMED TERMS AND CONDITIONS

The InstaMed Terms and Conditions (this "**Agreement**") is an agreement between Customer and InstaMed and applies to Customer's use of the Services (as defined in Section 1 below). References to "**Customer**" shall mean the entity to which InstaMed, as an independent contractor, provides the Services. References to "**InstaMed**" shall mean InstaMed Communications, LLC, and any of its affiliates, as appropriate. InstaMed is a wholly-owned subsidiary of JPMorgan Chase Bank, N.A. (the "**Bank**"). Certain payment processing and settlement services are provided by or through Bank and Paymentech, LLC ("**Paymentech**") and NextGen Healthcare, Inc. ("**Healthcare Network Provider**" or "**HNP**"), as further described in this Agreement including Section 12(p) and Exhibit B. By using or continuing to use the Services, Customer agrees to the terms of this Agreement, including any exhibits, amendments or supplements.

### 1. **Services.**

a. Description. InstaMed shall provide to Customer, through the use of the Application Services (as defined below), one or more of the following services that Customer has elected to receive: (i) a means by which to transmit (A) Customer's healthcare claim and other transaction data to, and to receive healthcare claim and other transaction data from, certain health insurance, health plan and other third-party payers and intermediaries which may, from time-to-time, elect to receive and transmit such data by means of InstaMed's system; (B) Customer's patient bills, patient communications and other transaction data to, and to receive payment transaction data, communications and other transaction data from, patients which may, from time-to-time, elect to receive and transmit such data by means of InstaMed's system; and (C) Customer's patient demographic and other transaction data to, and to receive address analysis, address verification, identity analysis, identity verification, consumer credit analysis and other demographic and financial information from, certain consumer financial service providers, credit bureaus and other third-party data sources which may, from time-to-time, elect to receive and transmit such data by means of InstaMed's system (collectively, the "**Healthcare Solutions**"); and (ii) a means by which to initiate payments and transmit payment transaction data to, and to receive payments and payment transaction data from, certain payment networks, banks and other financial entities which may, from time-to-time, elect to receive and transmit such data by means of InstaMed's system ("**Payment Solutions**" and, together with Healthcare Solutions, the "**Services**"). Certain pricing, billing, collection, and other services related to the receiving of payments will be provided by HNP, who shall use InstaMed Services to perform such activities. Where HNP provides such services, Customer shall be entitled to use the InstaMed Application Services as defined below. Additional terms in regard to Payment Solutions are set forth in Exhibit B. "**Services**" means the Healthcare Solutions, the Payment Solutions, the Application Services as well as InstaMed's website, any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto, provided to Customer by InstaMed, directly or indirectly. For purposes of clarity, each transmission of data pursuant to the Healthcare Solutions shall be referred to in the Agreement as a "**Healthcare Transaction**," and each transmission of data pursuant to the Payment Transaction Services shall be referred to in the Agreement as a "**Payment Transaction**." "**Application Services**" means InstaMed Online, InstaMed Connect and/or InstaMed Connect Agent. Customer acknowledges and agrees that HNP has engaged InstaMed for the purpose of debiting Customer's designated account(s) as required to satisfy amounts due from Customer to HNP, as further described in this Agreement below.

b. Incorporation of Attachments. Addenda, exhibits, schedules, appendices or other attachments to the Agreement together with any business, contact, bank account and other required information provided during the initial registration(s) and order forms entered into by Customer in connection with this Agreement (collectively, the "**Attachments**") are hereby incorporated into the Agreement. For example, if InstaMed is providing card or bank transfer services to Customer, Exhibit B is hereby incorporated by reference.

c. HNP Pricing and Billing. Customer shall enter into a written agreement with HNP regarding the pricing, billing, and collection of receiving payments under the Payment Solutions, and acknowledges and agrees that InstaMed does not and shall not control those activities where a Customer agreement with HNP for such purposes exists. Customer additionally acknowledges and agrees that HNP may provide InstaMed with a copy of any written agreement between Customer and HNP.



d. Priorities. In the event of a conflict between the terms and conditions of the Agreement and any Attachment, the terms and conditions of the Attachment shall prevail.

2. **Grant of Rights to Customer.**

a. Right to Use Application Services. Subject to the terms and conditions of the Agreement and the limitations and restrictions set forth in Section 2(d), and HNP's agreement with Customer, InstaMed, on behalf of InstaMed and HNP, hereby grants to Customer (and its permitted assignees), and Customer hereby accepts from InstaMed, a limited, non-exclusive, non-assignable, non-transferable license (without a right of sublicense) during the Term (as defined in Section 10 below) to access and use the Application Services that Customer has registered for and is authorized by InstaMed to use.

b. Upgrades. During the Term, InstaMed shall make available to Customer upon request any updates, upgrades or modifications to the Application Services that Customer has registered for and is authorized by InstaMed to use that InstaMed generally makes available to its other customers without charge, and each such update, upgrade and modification and all parts thereof shall be deemed to be part of the Application Services, as applicable, and shall be governed by the terms of the Agreement.

c. Documentation. Subject to the terms and conditions of the Agreement and the limitations and restrictions set forth in Section 2(d), InstaMed hereby grants to Customer (and its permitted assignees), and Customer hereby accepts from InstaMed, a limited, non-exclusive, non-assignable, non-transferable license (without a right of sublicense) to use the user, product and technical documentation related to the Application Services that Customer has registered for or acquired the right to use that is provided to Customer by InstaMed from time to time (including all modifications, revisions and supplements thereto, the "**Documentation**"), solely for Customer's internal business use.

d. Restrictions. The licenses granted to Customer under this Agreement are expressly limited by the following, and, without InstaMed's prior written consent, Customer and each of its affiliates and their respective officers, directors, managers, employees, contractors, subcontractors, advisors, representatives and agents shall not do any of the following: (i) copy or distribute the Application Services or the Documentation; (ii) directly or indirectly distribute, resell, rent, lease, subcontract, operate or otherwise grant access to, or use for the benefit of any third party, the Services, the Application Services or the Documentation; (iii) decompile, disassemble, reverse-engineer or translate the Application Services; (iv) change, modify, alter or make derivative works of the Application Services or the Documentation; (v) directly or indirectly grant any third party access to the computers, hardware, system or equipment on which the Application Services are used or the Documentation is accessed, the exception being affiliates and third-party contractors of Customer, provided, that (A) Customer shall remain solely responsible for compliance by its affiliates and third-party contractors with all of the terms of the Agreement, (B) Customer hereby agrees to indemnify, defend and hold InstaMed and Bank harmless against any actual or threatened third-party claim, suit, demand or action arising from or related to acts and omissions of its affiliates and third-party contractors (except to the extent directly resulting solely from the gross negligence, willful misconduct or fraud of InstaMed), and (C) if any affiliate or third-party contractor who desires to gain access is a competitor of InstaMed, Customer must obtain InstaMed's written consent prior to granting access to such affiliate or third-party contractor; (vi) attempt to interfere with or disrupt the Services or the Application Services or attempt to gain access to any other services, hardware or networks owned, maintained or operated by InstaMed, Bank or their respective suppliers; (vii) disclose any passwords or other security or authentication device with respect to the Services, the Application Services or the Documentation to any person other than the person to whom it was issued; (viii) remove, conceal or alter any identification, trademark, service mark, copyright or other proprietary rights, logos, notices or labels on the Application Services or the Documentation; (ix) directly or indirectly ship, export or re-export the Services, the Application Services or the Documentation; or (x) act as a gateway by enabling a third party to originate a Healthcare Transaction or Payment Transaction that is passed through Customer's information technology system thereby allowing a third party to gain access to any of the Services. Any information obtained or works created in violation of the Agreement shall be both the Intellectual Property (as defined in Section 3 below) and the Confidential Information (as defined in Section 4 below) of InstaMed (and/or its licensors, as applicable) and shall automatically and irrevocably be deemed to be assigned to and owned by InstaMed (and/or its licensors, as applicable).

3. **Ownership.** Each party owns and shall retain all right, title and interest in and to such party's pre-existing or independently developed technology, inventions, processes, know-how, designs, works of authorship and other non-public materials, and all Intellectual Property (as defined below) relating thereto, as well as any and all enhancements, modifications and derivatives thereof. As used herein, the term "**Intellectual Property**" means on a worldwide basis, all patents (including originals, divisional, continuations, continuations-in-part, extensions, foreign applications, utility models and re-issues), patent applications, copyrights (including all registrations and applications therefor), trade secrets, service marks, trademarks, trade names, trade dress, trademark applications, moral rights, and any and all other proprietary and intellectual property rights. For purposes of clarity, and without limiting the foregoing, Customer acknowledges and agrees that (i) the Application Services, the Documentation, the InstaMed websites and any related tools, content, applications and utilities (including all modifications, updates, upgrades, enhancements and customizations to and compilations and derivative works of any of the foregoing) and all Intellectual Property related to or embodied therein, whether created or developed prior to, during or after the Term, shall remain the sole and exclusive property of InstaMed (and/or its licensors, as applicable) and are protected by applicable copyright, patent, trademark and other intellectual property law; (ii) Customer has no right in or license grant to any source code contained in or related to the Application Services; and (iii) as between InstaMed and Customer, InstaMed (and/or its licensors or Bank, as applicable) shall retain all rights, title and interest in and to the Application Services, the Documentation and all Intellectual Property related thereto and embodied therein, which are not expressly granted herein.

4. **Confidentiality.**

a. In connection with the Agreement, InstaMed and Customer may disclose to one another certain non-public proprietary and other confidential information, in any form and including, but not limited to: (i) technology, processes, know-how and other non-public materials, information relating to such party's product offerings, software, web applications, data, research, sales, passwords, marketing and distribution activities, customers, prices, fees, business plans and other matters; (ii) personally identifiable health information; and (iii) the terms and conditions of the Agreement, including all schedules and attachments hereto (collectively, the "**Confidential Information**").

b. Except as otherwise provided in Sections 4(d), (e), (f) and (g) hereafter, each of InstaMed and Customer shall: (i) maintain such Confidential Information of the other party in strict confidence in accordance with the provisions of this Agreement, using the same degree of care such party uses to preserve its own Confidential Information but no less than a reasonable degree of care; (ii) use such Confidential Information solely for the performance of its obligations and rights under the Agreement or any other agreement between the parties; (iii) disclose such Confidential Information only to its affiliates, or their respective officers, directors, managers, employees, contractors, subcontractors, advisors, representatives and agents, who need to know such Confidential Information in connection with the Agreement ("**Agents**") and then only if such Agent is informed of the confidential nature of the Confidential Information; and (iv) promptly upon the request of the disclosing party, return all such Confidential Information to the disclosing party, destroy all materials which contain any Confidential Information or render such materials unusable, and, if requested by the disclosing party, certify in writing the return, destruction or rendered unusability of all such materials, provided that the receiving party may retain one copy of the Confidential Information received by it solely for purposes of complying with governmental, regulatory or similar requirements or the receiving party's written document retention policies. InstaMed and Customer further agree that they have not and shall not disclose any third-party information to each other in violation of the proprietary rights of, or any confidentiality obligations to, such third party.

c. Notwithstanding the foregoing, the confidentiality obligations set forth herein shall not apply to any portion of any information which: (i) is now in the public domain, or hereafter enters the public domain through no action (or express inaction) of the receiving party or any of its Agents; (ii) can be shown to have been known to the receiving party or its Agents at the time it is received; (iii) is hereafter rightfully furnished to the receiving party by a third party without violation of any restriction on disclosure; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the other party.

d. The parties may use and disclose any Confidential Information (x) with the express prior consent of the other party; (y) to such party's (or its affiliates') professional advisors, auditors or public accountants provided that

such parties are subject to equivalent confidentiality obligations; or (z) as required by (i) applicable law or courts of competent jurisdiction, including subpoena or other court process; (ii) governmental or regulatory or supervisory authorities with jurisdiction over InstaMed's or Customer's (or their respective affiliates') businesses; or (iii) to establish, exercise or defend claims, enforce legal rights or satisfy the legal obligations of Customer, InstaMed or their respective affiliates.

e. Further, Customer authorizes InstaMed and its affiliates, agents, employees, officers and directors to use Confidential Information (i) to provide services to and administer the relationship with Customer; (ii) for any operational, credit or risk management purposes; (iii) for due diligence, verification or sanctions or transaction screening purposes; (iv) for the prevention or investigation of crime, fraud or any malpractice, including the prevention of terrorism, money laundering and corruption; or (v) to improve and develop products or services, using techniques such as data analytics; or (vi) for compliance with any legal, regulatory or tax requirements or tax reporting or any industry standard, code of practice, or internal policies.

f. In connection with the permitted uses set forth in subsection (e), Customer authorizes InstaMed and each of its affiliates, agents, employees, officers and directors to disclose Confidential Information: (i) to Bank, Paymentech, any subcontractor, consultant, agent, securities depository, exchange, central counterparty, custodian, depository, trading venue, broker, third party agent, proxy solicitor, issuer, registrar, trade repository or any other unaffiliated third party or service provider, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties that InstaMed reasonably believes is required in connection with the Services provided by InstaMed and provided that such parties are subject to equivalent confidentiality obligations to this Section 4; (ii) to InstaMed's subsidiaries, affiliates and branches and their relevant parties as set forth in the immediately-preceding subsection; (iii) to a proposed assignee of InstaMed's, Bank's or Paymentech's rights under this Agreement; (iv) to InstaMed's, Bank's or Paymentech's examiners or other regulators, including tax authorities, law enforcement agencies, courts of competent jurisdiction or other official bodies; or (v) to Customer's auditors.

g. Unless otherwise expressly set forth herein, the disclosure of Confidential Information hereunder shall not, and shall not be construed to, grant any license or other intellectual-property right held by the disclosing party, or constitute any representation, warranty, assurance, guarantee or inducement of any kind as to the accuracy or completeness of any information, the non-infringement of the intellectual-property rights of third parties, or any other matter. All Confidential Information shall remain the property of the disclosing party.

## **5. Representations and Covenants.**

a. Customer covenants and agrees that, to the best of Customer's knowledge, any data it receives, processes or transmits to InstaMed, including any patient and other transaction data: (a) will be an accurate and complete copy of the data that Customer is attempting to transmit; (b) will be only such data as Customer has a legal right to send or transmit; and (c) will not include any viruses, worms, Trojan horses, spyware, back door or other malicious code. Customer represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and Customer shall use the Application Services, the Services and the Documentation exclusively for authorized and legal purposes, consistent with all applicable laws, rules (including InstaMed's policies notified to the Customer from time to time) and regulations and the Intellectual Property of any third parties. Customer and InstaMed each represent and warrant that execution and performance of this Agreement (i) does not breach any agreement of such party with any third party, (ii) does not violate any law, rule or regulation, or any duty arising in law or equity applicable to it, (iii) is within such party's organizational powers, (iv) has been authorized by all necessary organizational action of such party and validly executed by a person(s) authorized to act on behalf of such party, and (v) if the Agreement or any signed document ancillary thereto has been signed by such party with an electronic signature, each such Agreement or signed document constitutes a valid, legal, enforceable and binding obligation of such party. Customer represents and warrants that prior to submitting to InstaMed information about natural persons related to Customer (including authorized signers, users of the Services, officers and directors, employees, beneficial owners, customers and persons on whose behalf Customer is transmitting funds), Customer shall have obtained such consents as may be required by applicable law and/or any applicable agreement between Customer and such natural persons, for InstaMed to process and use the information for purposes of providing the Services.

b. Customer authorizes InstaMed to obtain from any consumer or business customer of the Customer or other person or entity with whom Customer has a relationship (each, a "**Purchaser**") an authorization from such Purchaser which allows the Customer or the Bank to debit (on a one-time or recurring basis, as the case may be) the Purchaser's bank account or card in the amount and manner specified in connection with the Services. InstaMed shall provide the form of Authorization and applicable terms and conditions to the Purchaser when a Purchaser uses the Services to make a Payment Transaction. Customer acknowledges that applicable law may require timely notice to be given prior to a Payment Transaction that is subject to a recurring or automatic payment, and, in such event, Customer agrees to provide such notice on or prior to the last day such notice is required to be given by law.

c. Customer represents and covenants that (i) each Purchaser has agreed and authorized that their mailing address, email address, telephone number, bank account, credit card, debit card, gift card, or virtual card account details and any other information agreed upon by InstaMed and the Customer, as applicable, may be shared with InstaMed's agents in connection with the Service; (ii) each Purchaser has provided express consent for InstaMed and its agents to send email and text messages, including those sent via automatic or automated dialing technology, for informational and servicing purposes to such Purchaser at the telephone number and email address that such Purchaser has provided to the Customer; and Customer has verified that the Purchaser's phone number has not been disconnected or reassigned before InstaMed or its agents sends the text message.

d. Many Services require the use of computer hardware and software. Customer is solely responsible for maintaining the computer hardware and software it uses to receive the Services (the "**Customer Equipment**") in good working order, with the compatibility and format necessary for the Customer Equipment to interface with InstaMed's systems and software, including, without limitation, the ability to support InstaMed's security procedures. Upon request of Customer, InstaMed will provide a list of the browsers InstaMed supports as of the date of such request. Customer agrees to install all updates, upgrades and other system enhancements as promptly as practicable upon InstaMed's reasonable request.

6. **No Other Warranties.** EXCEPT AS STATED IN SECTION 7 BELOW, NEITHER INSTAMED NOR BANK MAKE, AND HEREBY DISCLAIM, ON BEHALF OF THEMSELVES AND THE INSTAMED PARTIES (AS DEFINED IN SECTION 8 BELOW), ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION 6, NEITHER INSTAMED NOR BANK HAS CONTROL OF, OR LIABILITY FOR, GOODS OR SERVICES THAT ARE PAID FOR WITH THE PAYMENT TRANSACTION SERVICES. CUSTOMER AGREES THAT RECEIPT OF PAYEE INFORMATION THROUGH THE PAYMENT TRANSACTION SERVICES DOES NOT INDICATE THAT THE PAYEE'S PAYMENT INSTRUMENT HAS SUFFICIENT AVAILABLE FUNDS, THAT THE TRANSACTION WILL BE AUTHORIZED OR PROCESSED, OR THAT THE TRANSACTION WILL NOT LATER RESULT IN A CHARGEBACK OR REVERSAL. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY INSTAMED PARTY SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY INSTAMED PARTY'S OBLIGATIONS. WITHOUT LIMITING THE FOREGOING, NEITHER INSTAMED NOR BANK MAKE ANY WARRANTIES RELATED TO OR IN CONNECTION WITH ANY THIRD-PARTY SERVICES, SOFTWARE, DATA, HARDWARE OR EQUIPMENT, INCLUDING ANY CARD OR ACH NETWORK.

7. **InstaMed Service Guarantee<sup>SM</sup>.** Subject to Customer's compliance with all the terms of this Agreement, InstaMed will strive to:

a. Maintain system availability 24 hours a day, 7 days a week and 365 days per year, excluding scheduled maintenance which InstaMed shall have the right to perform by providing reasonable advance notice to Customer.

b. Back up data to a secure, off-site location on no less than a daily basis and maintain a redundant data center for disaster recovery purposes.

c. Provide average transaction processing time of 10 seconds or less for 90% of real-time Healthcare Transactions and Payment Transactions calculated per calendar month, excluding scheduled maintenance.

d. Provide the Application Services substantially in accordance with the publicly released and finalized Documentation.

e. Provide the following customer service support:

- (1) Live customer service support from 7:00 AM ET to 9:00 PM Eastern Time on business days ("Business Hours") via phone, email and web. During Business Hours, 80% of customer service phone calls will be answered within 20 seconds, and acknowledgement of call including a tracking number will be sent within 1 hour for each reported incident at least 90% of the time, calculated per calendar month.
  - (2) During hours that are not Business Hours, expedited issues reported as an urgent voicemail will trigger a pager alert to Customer Service personnel 24 hours a day, 7 days a week, 365 days a year and will be responded to within 1 hour at least 90% of the time, calculated per calendar month.
- f. Use all commercially reasonable efforts to act upon issues designated by severity levels as follows (excluding third-party actions):
- (1) *Expedited Severity Issues*. 90% of expedited severity issues (outages that impact multiple users/sites), calculated per calendar month, will be resolved, or a workaround will be offered within 1 business day of contact.
  - (2) *High Severity Issues*. 90% of high severity issues (materially interferes with Customer's ability to process), calculated per calendar month, will be resolved, or a workaround will be offered within 2 business days of contact.
  - (3) *Medium Severity Issues*. 90% of medium severity issues (system is not inoperable or a work-around is available until a solution can be deployed), calculated per calendar month, will be resolved, or a workaround will be offered within 4 business days of contact.
  - (4) *Low Severity Issues*. 90% of low severity issues (system is not inoperable or an existing work-around is in effect or software fix/enhancement has been requested for a future software release), calculated per calendar month, will be resolved, or a workaround will be offered within 6 business days of contact.
- g. The foregoing service levels shall not apply with respect to any services, software, data, hardware or equipment provided by any third party, and shall not apply to latency, downtime or other impacts outside of InstaMed's control, including those from Customer and third-party healthcare entities, third-party healthcare networks, clearinghouses or health-plan systems; and third-party payment-card networks and processing entities.

**8. Indemnification and Limitation of Liability.**

a. Customer agrees to indemnify, defend and hold harmless InstaMed, Bank and each of the InstaMed Parties (as defined in Section 8(d) below) from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees) ("**Losses**") arising directly or indirectly from or relating to: (i) the use of the Services, the Application Services, the Documentation or of any data provided in connection therewith in a manner not permitted by this Agreement by Customer or Customer's affiliates and their respective officers, directors, managers, employees, , contractors, subcontractors, advisors, representatives and agents (collectively, "**Customer Parties**"); (ii) any claim that the Services, Application Services or the Documentation as modified, altered or combined with other technology, goods or services by Customer or any Customer Party or any of their respective customers, or InstaMed's, Bank's or an InstaMed Party's use thereof, or the use by InstaMed, Bank or an InstaMed Party of any data submitted by Customer or any Customer Party or any of their respective customers, infringes the Intellectual Property of any third party; (iii) any inaccurate or incomplete data, or any virus, worms, spyware, back door, Trojan horse or other malicious code transmitted by Customer or any Customer Party; (iv) Customer's or any Customer Party's actions, inactions or negligence; (v) any breach of the Agreement or violation of laws, rules or regulations (including any Card Network Rules or ACH Rules, each as defined in Exhibit B) by Customer or any Customer Party; and (vi) InstaMed's or any InstaMed Party's compliance with or reliance upon any electronic remittance advice or other instruction issued in accordance with this Agreement. Notwithstanding the foregoing, the InstaMed Parties shall not be indemnified for any Losses to the extent resulting directly and solely from such party's own gross negligence, willful misconduct or fraud.

b. The InstaMed Parties shall not be liable for any Losses which the Customer may suffer or incur, except to the extent of direct losses or expenses resulting solely from the gross negligence, willful misconduct or fraud of the InstaMed Parties. Customer agrees to promptly provide InstaMed with a notice of any claims it receives regarding a

Service. If the Application Services or the Documentation becomes, or in InstaMed's opinion may become, the subject of any third-party claim, suit or proceeding for infringement of the Intellectual Property of any third-party, or if the Application Services or Documentation is held or otherwise determined to infringe any Intellectual Property of any third party, InstaMed shall, at its sole option: (1) secure for Customer the right to continue using the Application Services and Documentation as contemplated in the Agreement; or (2) replace or modify the Application Services and/or Documentation to make it non-infringing while retaining substantially equivalent functionality; or (3) if neither (1) or (2) is commercially practicable, terminate the Agreement and Customer's license thereunder. The foregoing states InstaMed's and Bank's entire liability, and Customer's sole and exclusive remedy, for any actual or alleged infringement by the Application Services or Documentation of a third party's Intellectual Property. This Section 8(b) shall not apply to the extent that the alleged infringement arises, in whole or in part, from (i) any modification of the Application Services or the Documentation which is not explicitly authorized by InstaMed, is made at Customer's request, or is provided by a party other than InstaMed; (ii) use of the Application Services or the Documentation other than in accordance with these Terms or any information or instructions provided in documentation provided to Customer; or (iii) combination, operation or use of the Application Services with other software, hardware or technology not provided by InstaMed.

c. To qualify for the indemnities set forth in this Section 9, the party seeking to be indemnified (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice regarding the claim such that the timing of the notice does not prejudice the Indemnifying Party's ability to defend or settle the claim and shall reasonably cooperate with the Indemnifying Party to facilitate the defense and settlement of such action. The Indemnifying Party shall have, at its sole option, sole control over the defense and settlement of any such action to which the above indemnities relate, including control over choosing and obtaining counsel. In the event that the Indemnifying Party elects to control the defense, the Indemnified Party shall have the right to be represented by, and have counsel appear, at its own expense, with respect to any such claim. The Indemnifying Party, may not, without the express prior consent of the Indemnified Party (which such consent shall not be unreasonably withheld) settle a claim, if such settlement: (i) includes any payment of monetary damages by the Indemnified Party or injunctive relief binding on the Indemnified Party, (ii) includes an admission of liability by the Indemnified Party, or (iii) does not include a release of the Indemnified Party from all further liability with respect to such claim.

d. **Limitation of Liability.** IN NO EVENT SHALL INSTAMED, BANK, HNP, OR ANY OF THEIR LICENSORS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, AFFILIATES, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "**INSTAMED PARTIES**") BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO BREACH OF WARRANTY, BREACH OF CONTRACT, INFRINGEMENT, NEGLIGENCE OR ANY OTHER CLAIMS ON ANY LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION, DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF INCOME, PROFITS OR OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF USE OF THE APPLICATION SERVICES, LOSS OF DATA, COST OF RECREATING DATA OR COST OF CAPITAL; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT APPLY TO THE EXTENT SUCH LOSS OR DAMAGE IS SOLELY CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD ON THE PART OF THE INSTAMED PARTIES. ANY CLAIM IN CONNECTION WITH A SERVICE MUST BE BROUGHT AGAINST AN INSTAMED PARTY WITHIN TWO (2) YEARS OF THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM, EXCEPT AS PROHIBITED BY LAW. INSTAMED PARTIES SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES DUE TO FRAUD OR MISTAKE OF CUSTOMER OR ANY THIRD PARTY, AND INSTAMED PARTIES SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY AS THE RESULT OF ANY INACCURATE OR INCOMPLETE INFORMATION PROVIDED BY OR ON BEHALF OF CUSTOMER TO INSTAMED. IN NO EVENT SHALL ANY INSTAMED PARTY HAVE ANY LIABILITY ARISING FROM OR IN CONNECTION WITH THESE TERMS IN EXCESS OF THE TRANSACTION FEES RECEIVED BY INSTAMED FOR HEALTHCARE TRANSACTIONS AND PAYMENT TRANSACTIONS PROCESSED DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EXCLUSIVE OF FEES AND VARIABLE COSTS INCURRED BY INSTAMED TO PROCESS TRANSACTIONS. NOTWITHSTANDING THE PROVISIONS OF THE IMMEDIATELY-PRECEDING SENTENCE, NEITHER INSTAMED, BANK NOR ANY INSTAMED PARTY SHALL HAVE ANY LIABILITY WHATSOEVER ARISING FROM OR IN CONNECTION WITH THESE TERMS WITH RESPECT TO TRANSACTIONS FROM WHICH INSTAMED DOES NOT DERIVE ANY REVENUE.



9. **Obligations and Activities Related To HIPAA.** Each party agrees to be bound by and comply with the terms of the Business Associate Agreement attached hereto as Exhibit A. The parties acknowledge and agree that Bank and Paymentech are engaged in authorizing, processing, clearing, settling, billing, transferring, reconciling, or collecting payments as a financial institution (as defined in Section 1101 of the Right to Financial Privacy Act of 1978) or are engaged in authorizing processing, clearing, settling, billing, transferring, reconciling, or collecting payments for a financial institution, and that any use or disclosure of Protected Health Information (as defined at 45 C.F.R. § 160.103) pursuant to this Agreement by Bank or Paymentech for such authorizing, processing, clearing, settling, billing, transferring, reconciling, or collecting payments is not subject to the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d et. seq., and related laws, rules, and regulations (collectively, "HIPAA").

10. **Term and Termination.**

a. Term. The Agreement shall become effective on the date Customer becomes a party to this Agreement and shall remain in effect until terminated by either party in accordance with the terms of the Agreement (the "Term"). Either party may terminate the Agreement, any Attachment or any Service in its sole discretion without cause by providing the other party with notice at least thirty (30) calendar days in advance of such termination. In addition to any right of termination set forth in all Attachments, InstaMed may terminate the Agreement, any Attachment or any Service at any time, effective immediately and without prior written notice, under the following circumstances:

- (1) Any information obtained by InstaMed through a credit investigation regarding Customer is unsatisfactory to InstaMed;
- (2) Any criminal act or act of fraud or dishonesty is committed by Customer, its employees, licensees, successors, agents, and/or assigns;
- (3) Breach of any provision of the Agreement by Customer;
- (4) Customer's (or any applicable guarantor's) inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction;
- (5) Customer fails to pay all amounts due to HNP (with such amounts to be debited by InstaMed at HNP's instruction) in accordance with this Agreement or a related agreement within thirty (30) calendar days (if applicable);
- (6) Customer fails to maintain sufficient funds in the Operating Account (or any applicable Reserve as provided hereafter) to cover all amounts owed by Customer under this Agreement or a related agreement (if applicable);
- (7) There is a material adverse change in the financial condition of Customer in the reasonable determination of InstaMed;
- (8) Customer exceeds the volume limitations established by InstaMed as part of the Agreement (if applicable);
- (9) Customer changes the types of goods or services provided to its customers without the prior consent of InstaMed;
- (10) There is a change in the volume, character, or method of Customer's transactions that is not satisfactory to InstaMed;
- (11) A good faith belief by InstaMed that the Customer (or any applicable guarantor) is engaged in activities that are inconsistent with InstaMed's policies, including, without limitation, the processing or transmitting of any data which includes viruses, worms, Trojan horse, spyware, back door, or other malicious code; or

- (12) A determination by InstaMed, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding.

In addition to any right of termination set forth in all Attachments, Customer may terminate the Agreement, any Attachment or any Service at any time, effective immediately and without prior written notice, under the following circumstances:

- (1) InstaMed's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction;
- (2) A determination by Customer, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding.

b. Survival. In the event of termination, all obligations of Customer incurred or existing under the Agreement prior to termination shall survive the termination. In addition, Sections 3, 4, 8, 9, 10, 11 and 12 shall survive the termination or expiration of the Agreement; provided, that, Section 4 shall survive only for a period of one (1) year following the date of termination or expiration of the Agreement.

#### 11. Fees.

a. Customer hereby authorizes InstaMed to make electronic debits, payments and other entries, including without limitation, a debit for fees and charges due from Customer to HNP, or from HNP to InstaMed due to Customer's activity, as applicable, to InstaMed (collectively, "**Entries**"), to Customer's deposit account at the depository financial institution ("**Depository**") provided to InstaMed during the initial registration (as may be modified from time to time in writing in accordance with the notice provisions in Section 12(d) below) for Services performed under the Agreement or any Attachment ("**Authorization**"). Such Entries shall be processed and settled through the automated clearinghouse ("**ACH**") system, subject to the Operating Rules (the "**ACH Rules**") of the National Automated Clearing House Association ("**NACHA**"). The Authorization shall remain in full force and effect until InstaMed receives written notice of the termination of the Authorization from Customer ("**Revocation**"), allowing InstaMed reasonable opportunity to act on it, but in no event longer than thirty (30) calendar days. Revocation will not apply to transactions initiated before the effective date of such Revocation. Customer represents and warrants that the information provided during the initial registration is complete, true and accurate in all respects and that the Customer has the authority to initiate the actions requested herein and will promptly notify InstaMed in writing of any changes to the information provided during the initial registration.

b. Pass-through charges from third parties, including, but not limited to, payment card processing assessments, interchange, ACH related fees and postage, are outside the control of InstaMed and may be changed by such third parties from time to time. As a result, InstaMed may, at any time, change the pass-through rates, fees and charges that Customer is required to pay as a result of an increase in third party costs, and InstaMed will provide HNP and Customer with reasonable notice in the event of any such change. Customer acknowledges that HNP has engaged InstaMed to manage such fees, and agrees to be obligated as set forth in this paragraph. From time to time, InstaMed may change all non-pass-through rates, fees and charges that Customer is required to pay for the services rendered pursuant to this Agreement (including any exhibit, schedule or appendix hereto). InstaMed will provide a minimum of thirty (30) calendar days' written notice to Customer of all amendments to non-pass-through rates, fees, and charges. Notice may be given on the Customer's periodic statement. All non-pass-through rates, fees, and charges will become effective for the month immediately following the month in which the notice appeared on the Customer's periodic statement.

c. Unless otherwise set forth in a schedule to this Agreement, fees for Services rendered pursuant to this Agreement will be payable on a monthly basis. InstaMed will debit such monthly fees from Customer's bank account during the first week of the immediately succeeding month. Notwithstanding the foregoing, InstaMed may require Customer to pay fees on a daily basis, with such fees to be deducted by InstaMed from Customer's bank account daily. Customer agrees to pay all rates, fees and charges, including monthly service fees and set-up fees, as specified on and in accordance with the Agreement (any exhibit, schedule or appendix hereto) or as agreed to by Customer during the

initial registration, as the case may be. Customer also agrees to pay InstaMed the amount of any fees, charges, or penalties assessed against InstaMed or Bank by Visa, MasterCard, American Express, issuer or NACHA for Customer's violation of the by-laws, rules, regulations, guidelines, policy statements or threshold requirements of such parties. If Customer does not pay sums due from Customer's activity within thirty (30) calendar days of invoicing by InstaMed or the applicable debit date, as the case may be, InstaMed, at HNP's instruction, will charge, and Customer agrees to pay, a late fee of 1.5% per month on the balance outstanding, or the maximum lawful rate, whichever is less, accruing from the original invoice date or debit date, as the case may be, for all amounts that remain due and payable by Customer to InstaMed. Should InstaMed take any action against Customer to collect sums due hereunder, Customer agrees to pay all costs associated with such collection efforts, including but not limited to reasonable attorneys' fees.

d. Any applicable sales tax, value added tax, use tax, duty, tariffs, levies or other governmental charge arising from the sale, export, import or use of Application Services (other than taxes levied on the income of InstaMed) or the provision of services by InstaMed to Customer and any related interest and penalties resulting from any payments made under this Agreement shall be the responsibility of Customer and shall be paid by Customer in the ordinary course and on a timely basis. InstaMed is not obligated to, and will not, determine whether taxes apply, or calculate, collect, report or remit any taxes to any tax authority arising from Customer's use of the Application Services. Customer agrees and understands that InstaMed or its designee will provide information reporting to the Internal Revenue Services and applicable state treasurers for all reportable payment transactions of Customer as defined in Internal Revenue Code § 6050W. If necessary, InstaMed or its designee will conduct backup withholding on the revenue generated by the reportable payment transactions of the Customer.

12. **Miscellaneous.**

a. **Assignment.** The Agreement and any licenses granted herein, which are personal to Customer, may not be sold, assigned, subcontracted, sub-licensed or otherwise transferred by Customer (each, a "Transfer") without the prior written consent of InstaMed. Any attempted Transfer without such consent shall be void. If InstaMed consents to a Transfer, the Agreement shall be binding on Customer's successors and assigns. InstaMed or the Bank can, at any time, assign or transfer this Agreement, in whole or in part, or any or all of its respective rights and obligations under this Agreement to any third party, including, without limitation, any affiliates or third parties in connection with a combination, merger, sale, divestiture or similar transaction involving InstaMed or the Bank, as the case may be.

b. **Relationship of Parties.** In making and performing the Agreement, the parties act and shall act at all times as independent contractors, and nothing contained herein shall be construed or implied to create an agency, association, partnership or joint venture between the parties. Except for pass-through charges permitted under this Agreement, at no time shall either party make commitments or incur any charges or expenses for or in the name of the other party.

c. **Force Majeure.** InstaMed Parties shall not be liable for any loss or damage, expense or liability of any nature to Customer for its failure or delay in performance due in whole or in part to any cause beyond the reasonable control of the InstaMed Parties or their contractors, agents, affiliates, advisors or suppliers, including, but not limited to, act of God, act of governmental or other authority, de jure or de facto, legal constraint, civil or labor disturbance, fraud or forgery (other than on the part of InstaMed Parties), war, terrorism, pandemic, sabotage, catastrophe, natural disaster, fire, flood or electrical, computer, mechanical or telecommunications failure or malfunction, including inability to obtain or interruption of communications facilities, or failure of any agent or correspondent, or unavailability or failure of or the effect of rules or operations of a payment or funds transfer system.

d. **Notice.** Except for notices provided by InstaMed to Customer on the Customer Statement, all notices, requests, demands or other instruments, which may be or are required to be given by any party herein, shall be in writing and each shall be deemed to have been properly given (i) three (3) business days after being sent by certified mail, return receipt requested or (ii) upon delivery by a nationally-recognized overnight delivery service to the addresses listed herein for the respective parties. In addition, InstaMed may give notice to Customer by email sent to the email address provided to InstaMed during the initial registration, and notice by email shall be deemed to have been properly given one (1) business day after being sent. Notices shall be addressed as follows:

If to InstaMed:

If to Customer:

InstaMed Communications, LLC     At the Address provided to InstaMed  
1880 JFK Blvd., 12th Floor     during the initial registration  
Philadelphia, PA 19103  
Attn: Legal Department

Any party may change the address to which subsequent notices are to be sent by notice to the other Parties given as set forth above or, in the case of InstaMed, by posting its new address at [www.instamed.com](http://www.instamed.com) for a period of no less than thirty (30) calendar days. InstaMed or Customer, at its sole discretion, may make and retain recordings of telephone conversations between Customer and InstaMed for the purposes of ensuring compliance with their respective legal and regulatory obligations and internal policies. Each party shall notify and obtain their employees' consent to such recording and monitoring if required by applicable law.

e. Governing Law, Jurisdiction, Venue, and Jury Waiver. The Agreement, and all matters arising out of or related thereto including, but not limited to, the validity, interpretation and enforcement of this Agreement, shall be governed and construed in accordance with the laws of the State of New York, United States of America, without giving effect to any conflict of laws principles, provisions or rules (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the federal or state courts situated within the City of New York, New York for the purpose of any suit, action or other proceeding arising out of or related thereto including, but not limited to, the validity, interpretation and enforcement of this Agreement. In the event any party at any time does not maintain a location or a registered agent for service of process in the State of New York, that party hereby appoints the Secretary of the State of New York as its agent for service of process; provided, however, the party bringing an action shall deliver to the other party in accordance with the notice requirements of the Agreement a copy of any such service of process made upon the Secretary of the State of New York. The parties hereby consent that service of process in any action, suit, or proceeding may be made by service upon the aforesaid agent for service of process (in the case of service to be made upon a party not located within the State of New York), by personal service upon the party being served, or by delivery in accordance with the notice requirements of the Agreement. The parties hereby waive their respective rights to a trial by jury. Any suit, action or other proceeding arising herein or any portion of it, will not be consolidated with any other suit, action or proceeding and will not be conducted on a class-wide or class action basis.

f. Severability. If any provision of the Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of the Agreement shall be valid and enforced to the fullest extent of the law.

g. Waiver and Amendment. InstaMed may amend or modify this Agreement, and any such amendment or modification will be effective and binding on Customer, upon the earlier of (1) when posted to InstaMed's website and (2) when delivered to the other parties in accordance with the notice provisions in Section 12(d) of the Agreement (Notice). Customer accepts the responsibility of a continuing review of the content of InstaMed's website to determine whether any amendments or modifications have occurred. Customer's continued use of Services after the effective date of any such amendment or modification shall signify Customer's acceptance of, and agreement to, abide by the terms and conditions contained in any such amendment or modification. The parties hereto agree not to contest the validity of the Agreement under the provisions of any applicable law requiring documents to be in writing and signed by the party to be bound thereby. Each party agrees that the Agreement shall be amended as necessary to comply with law. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced. Without limiting the foregoing, Customer additionally agrees that the act of "clicking" its approval (or any similar act which has the same effect) – with respect to any terms InstaMed may deliver, make available and/or make accessible via electronic means and channels (including, without limitation, by posting on InstaMed's website) – will be evidence of Customer's acceptance of such terms to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such terms. InstaMed may waive any provision of this Agreement, but such waiver shall only be effective if in writing and shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Agreement. Any such waiver shall not affect the InstaMed Parties' right to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions

of the Agreement. The rights and remedies in the Agreement are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

h. Specific Enforcement. The parties agree that in the event of a breach or threatened breach of the licenses set forth in Section 2 hereof by Customer or the covenants set forth in Sections 4 and 9 (Business Associate Agreement) hereof by either party hereto, the non-breaching party will be entitled to seek from any court of competent jurisdiction preliminary and permanent injunctive relief, which remedy will be cumulative and in addition to any other rights and remedies to which the non-breaching party may be entitled, without necessity of posting bond or other security. Each party acknowledges that its breach of any of the provisions of Sections 2, 4 or 9 would result in immediate and irreparable injury to the other party.

i. Publicity Reference. InstaMed may include Customer in its general listing of customers, reference lists, press releases, success stories and other marketing materials (including such materials of InstaMed's affiliates).

j. Complete Agreement. The Agreement, which includes the Attachments, constitutes the complete Agreement between the parties and supersedes all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof.

k. Headings and Interpretation. Section and subsection headings are for convenience only and shall not affect the meaning of the Agreement. Words in the singular import the plural and vice versa. The term "including" shall in all cases mean "including without limitation" unless otherwise indicated. The term "affiliates" shall mean with respect to any entity, an entity, whether directly or indirectly, that controls, is controlled by, or is under common control with that entity. The term "applicable laws" or similar terms shall mean any law, statute, order, decree, rule, injunction, license, consent, approval, agreement, guideline, circular or regulation of a government authority. The term "business day" shall mean a day other than a Saturday, Sunday, or other day on which banks in the United States are authorized or required by law to be closed.

l. Offshoring. Subject to applicable laws, processing of Customer information (including Confidential Information) may be performed by an affiliate of InstaMed, including affiliates, branches and units located in any country in which InstaMed or Bank conducts business or has a service provider. In addition, InstaMed may perform certain services and functions outside the United States that are indirect, ancillary, redundant back-up, back office, exception processing or services that are incidental to the performance of this Agreement. Customer authorizes InstaMed to transfer Customer information (including Confidential Information) to such affiliates, branches and units at such locations as InstaMed deems appropriate. For business resiliency purposes and disaster recovery services, subject to InstaMed's cybersecurity and privacy policies, certain services and functions may be performed outside of the United States. InstaMed reserves the right to store, access, view or process any data wherever it deems appropriate for the services InstaMed provides.

m. Know Your Customer. In order to reduce the risk of the occurrence of fraudulent or other illegal activity and to prevent the funding of terrorism and money-laundering activities, InstaMed may request Customer's name, address, date of birth (for natural persons) and/or other information and documents that will identify the Customer. InstaMed may also request and obtain certain information regarding Customer's organization, business and customers, and, to the extent applicable, authorized signers of Customer, beneficial owner(s) of Customer, Customer's customers, and their beneficial owners, including relevant natural or legal persons. Customer agrees to procure and furnish the same to InstaMed in a timely manner. Any information and/or documentation furnished by the Customer is the sole responsibility of the Customer, and InstaMed is entitled to rely on the information and/or documentation without making any verification whatsoever. Customer represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise InstaMed promptly of any changes and, except as prohibited by applicable law, Customer agrees to provide complete responses to InstaMed's requests within the timeframes specified. Notwithstanding the preceding sentences, all information and/or documentation provided by Customer to InstaMed, including during the initial registration is subject to further verification and review, including through the use of government websites and other publicly available resources. In addition to the foregoing, Customer authorizes InstaMed or its agents to investigate the background and personal credit history of any of the principals associated with Customer's business, and if Customer is an individual, then Customer, from time to time, and to obtain a business report on Customer's business from Dunn & Bradstreet or any company providing a similar service. In the event any of such information is not verified as truthful, accurate and

complete, or such information is unsatisfactory as determined in InstaMed's sole discretion, InstaMed may terminate the Agreement immediately. InstaMed may report any information that it suspects is related to a violation of any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect the InstaMed network, other customers, and other participants, or to ensure the integrity and operation of the InstaMed network, InstaMed may access and disclose any information it considers necessary or appropriate, including without limitation, Customer contact information. Customer hereby consents to such access and disclosure of information.

n. Attorneys' Fees. If InstaMed takes legal action against Customer for any amounts due to InstaMed or in connection with the enforcement of InstaMed's rights hereunder, Customer shall pay reasonable costs and attorneys' fees incurred by InstaMed and its affiliates, whether suit is commenced or not, in connection with such legal action. Attorneys' fees are due whether or not an attorney is an employee of InstaMed or its affiliates.

o. Hardware. Except as set forth below: (a) during the thirty (30) calendar day period after Customer's receipt of a hardware device, Customer may return such device and receive a full refund; (b) during the ninety (90) calendar day period after Customer's receipt of a hardware device, if the device fails to perform in accordance with published specifications, Customer may return such device and InstaMed will, at its option, either repair or replace such device at no additional charge; and (c) during the one (1) year period after Customer's receipt of a hardware device, if the device fails to perform in accordance with published specifications, Customer may return such device and InstaMed will, at its option, either repair or replace such device at no additional charge to Customer other than InstaMed's shipping costs associated with the return and replacement of such device. If InstaMed does not receive from Customer a hardware device subject to replacement ("**Replaced Hardware**") within thirty (30) calendar days following the shipment date of the device that is to be substituted for the Replaced Hardware, Customer agrees to promptly pay InstaMed, upon request, up to the full amount of Customer's original purchase price for the Replaced Hardware. InstaMed will not repair or replace, or issue a refund, if a returned hardware device is damaged as a result of an accident, disaster, unreasonable use, misuse, abuse, negligence or modification of the device. InstaMed reserves the right to examine returned devices in order to determine whether the foregoing warranty is applicable, which determination shall be made in InstaMed's sole discretion. InstaMed makes no other warranties, express or implied, and disclaims any warranty, including any warranty of merchantability or fitness for a particular purpose, in regard to the hardware devices purchased by Customer from InstaMed. If Customer selects the "Plus" option for device ordering during the initial registration: (1) the reference to "one (1) year" in clause (c) of this Section 12(o) is replaced with "three (3) years", and (2) InstaMed will use commercially reasonable efforts to deliver replacement devices to the Customer's original shipping location within one (1) business day of ordering if the order is placed by 2:00 PM ET on the prior business day.

p. Settlement Services. To the extent funds are received by or through the Services for transmission to Customer, Bank – and not InstaMed – actually receives and conducts the settlement of such funds to Customer and is the party with sole responsibility for such settlement of funds to Customer (the "**Settlement Services**"). In connection with the Settlement Services, InstaMed does not at any point (1) hold, own or control funds, (2) transmit money or monetary value, (3) actually or constructively receive, take possession of or hold any money or monetary value for transmission, and (4) advertise, solicit or hold itself out as receiving money for transmission.

q. Additional InstaMed Services. If Customer elects to purchase additional Services after entering into this Agreement, Customer may be required to complete additional paperwork in connection with the purchase of such additional Services, either online or on paper. All documents signed by Customer during the initial registration for such Services shall be incorporated into the Agreement, including pricing, when created or when such becomes applicable.

r. Security. InstaMed has implemented technical and organizational measures designed to secure Customer's personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, InstaMed cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Customer's personal information for improper purposes. If Customer discovers a security-related issue, including any unauthorized use of Customer's access credentials or the Services, Customer will inform InstaMed of the issue promptly by contacting InstaMed Customer Service.



s. Internet Services; Notice of Claims. Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents, advisors or other persons accessing any Service by or behalf of Customer of their obligations under the Agreement and (ii) to provide InstaMed with all information reasonably necessary to setup and provide Services for Customer.

t. Electronic Copies. InstaMed may retain copies (paper, electronic or otherwise) of any documents or items relating to this Agreement or the Services in a form preserving an image of any such documents, including signatures, or business record and discard the original documents. Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including objections arising from InstaMed's role or acquiescence in the destruction of the originals.

u. Third Party Beneficiary. To ensure that Customer performs its obligations in the Agreement, Bank and Paymentech (an affiliate of Bank) each maintain the right to enforce the Agreement in the event InstaMed is either unwilling or unable to do so. Therefore, Bank and Paymentech are intended beneficiaries of the Agreement and, upon notice to Customer, Bank and Paymentech each may enforce the rights granted to InstaMed or Bank or Paymentech, LLC, as the case may be, under this Agreement. Neither Bank nor Paymentech shall be required to perform the specific obligations of InstaMed at any time, and Customer must look solely to InstaMed for such performance.

v. Commissions and Rebates. In connection with the provision of any Services by InstaMed, Bank and Paymentech, LLC to the Customer, InstaMed, Bank or Paymentech may from time to time receive commission, rebate or similar payments from other banks or third parties.

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## EXHIBIT A

### OBLIGATIONS AND ACTIVITIES RELATED TO HIPAA/HITECH (BUSINESS ASSOCIATE AGREEMENT)

1. **Background.** Customer, HNP, and InstaMed are parties to the Agreement, pursuant to which InstaMed may create, receive, maintain, or transmit PHI on behalf of the Customer, and Customer seeks to receive satisfactory assurances regarding the protection of Protected Health Information ("PHI") as set forth in 45 CFR 164.314(a) and 164.504(e) of the Health Insurance and Portability and Accountability Act of 1996, Public Law 104-191 and the rules and regulations promulgated thereunder (as amended from time-to-time including, without limitation, the amendments enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 and titled as the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and the HIPAA Omnibus Rule amendments, 78 Fed. Reg. 5566 (Jan. 25, 2013)) (collectively "HIPAA"). Capitalized terms used herein but not otherwise defined shall have the meaning set forth in HIPAA. PHI shall have the meaning set forth in HIPAA, limited to information that InstaMed creates, receives, maintains, or transmits on behalf of the Customer. If a term in the Agreement conflicts or is otherwise inconsistent with a term in this Business Associate Agreement, the provisions of this Business Associate Agreement will prevail with respect to the subject matter hereof. This Business Associate Agreement and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA.

2. **Obligations and Activities of InstaMed.**

a. InstaMed may use or disclose PHI: (i) as reasonably necessary to provide the Services described in the Agreement, and to undertake other activities of InstaMed permitted or required to satisfy its obligations under the Agreement so long as such uses or disclosures would not violate the requirements of the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 164 Subpart E (the "Privacy Rule"), if done by Customer; (ii) as Required by Law; (iii) for the proper management and administration of InstaMed and to carry out the legal and compliance responsibilities of InstaMed (provided, that such use or disclosure is Required by Law or InstaMed obtains reasonable assurances from any such third party to which PHI is disclosed that the PHI will be held confidential as provided under the Business Associate Agreement, will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party, and that such third party shall notify InstaMed promptly of any breach of the confidentiality of the PHI, to the extent it has knowledge of such breach); and (iv) to report violations of law to appropriate Federal and State authorities. InstaMed will not use or disclose PHI other than as permitted or required by this Business Associate Agreement or Required by Law.

b. InstaMed will: (i) use reasonable and appropriate safeguards and comply, where applicable, with the HIPAA Security Standards for Protection of Electronic Protected Health Information, 45 CFR Part 164 Subpart C, to prevent use or disclosure of PHI other than as provided for by the Agreement or this Business Associate Agreement; and (ii) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, which it creates, receives, maintains or transmits on behalf of Customer.

c. InstaMed shall take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to InstaMed of a use or disclosure of PHI by InstaMed or its agents or subcontractors in violation of this Business Associate Agreement.

d. In accordance with 45 CFR §164.502(e)(1)(ii), InstaMed will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of InstaMed agree to the same, similar, or more stringent restrictions and conditions that apply through this Business Associate Agreement to InstaMed with respect to such information.

e. InstaMed shall promptly report to Customer: (i) any use or disclosure of PHI not provided for by this Business Associate Agreement of which InstaMed has actual knowledge; and (ii) any Security Incident of which it has actual knowledge, except that this section serves as proactive notice, and no further reporting shall be required, of unsuccessful attempts at unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

f. InstaMed shall report to Customer any Breach of Unsecured PHI without unreasonable delay, in accordance with 45 C.F.R. § 164.410(b), after discovery of the Breach (except where a law enforcement official determines that such reporting would impede an investigation or cause damage to national security) as required by 45 CFR 164.410. The reporting required under this section shall include, to the extent practicable; (i) information that identifies the individual(s) whose Unsecured PHI has been or is reasonably believed by InstaMed to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened; (iii) a description of the Unsecured PHI involved in the Breach; (iv) steps that the individual(s) could take to protect him/herself from potential harm; and (v) a brief description of steps taken by InstaMed to investigate, mitigate or protect against the Breach.

g. To the extent applicable, InstaMed shall provide PHI contained in a Designated Record Set held by InstaMed (that is not duplicative of PHI in possession of Customer) to Customer and incorporate amendments or statements provided by Customer in order for Customer to meet the requirements under 45 CFR §164.524 or 45 CFR §164.526, as applicable. If any Individual requests access to his or her PHI directly from InstaMed, InstaMed shall forward such request to Customer so that Customer can comply with the request. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of the Customer.

h. InstaMed shall document disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI or access report in accordance with 45 CFR § 164.528. InstaMed shall provide to Customer, within a timeframe mutually agreed to by Customer and InstaMed, information collected in accordance with this section, to permit Customer to respond to a request by an Individual for an accounting of disclosures of PHI or access report in accordance with 45 CFR § 164.528. Nothing in this section shall require InstaMed to maintain or provide an access report unless 45 CFR § 164.528 is amended to require such an access report. If any Individual requests access to the foregoing information directly from InstaMed, InstaMed shall forward such request to Customer so that Customer can comply with the request.

i. InstaMed agrees to make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by InstaMed on behalf of Customer available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Customer's compliance with the Privacy Rule. Nothing in this section shall be construed as a waiver of any legal privilege or of any protections for trade secrets or confidential commercial information.

### **3. Obligations of Customer.**

a. Customer shall not request InstaMed to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Customer.

b. Customer shall: (i) notify InstaMed of any limitations in Customer's notice of privacy practices in accordance with 45 CFR § 164.520, if such limitations may affect InstaMed's use or disclosure of PHI; (ii) provide InstaMed with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes may affect InstaMed's use or disclosure of PHI, upon Customer becoming aware of such changes; and (iii) immediately notify InstaMed of any restriction to the use or disclosure of PHI agreed to by Customer in accordance with 45 CFR § 164.522, to the extent such restriction may affect InstaMed's use or disclosure of PHI. None of the foregoing limitations, changes, revocations, permissions or restrictions shall be applicable to InstaMed until InstaMed has had a reasonable period of time following actual notice to implement the same.

### **4. Termination.**

a. This Business Associate Agreement may be terminated by a party if the other party materially breaches its obligations under this Business Associate Agreement and fails to cure such breach within thirty (30) days after receipt of such notice.

b. Upon termination of this Business Associate Agreement for any reason, InstaMed will return or destroy all PHI. InstaMed shall not retain any copies of the PHI. However, to the extent that InstaMed determines that it is infeasible for InstaMed to return or destroy any PHI, InstaMed shall notify Customer in writing of the conditions that make return or destruction infeasible. For any PHI for which return or destruction is infeasible, InstaMed will

continue to extend the protections hereunder to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as InstaMed maintains such PHI. If InstaMed elects to destroy all PHI, it shall, if requested in writing by Customer, certify in writing to Customer that such PHI has been destroyed. The terms of this section shall survive the expiration or termination of this Business Associate Agreement.

5. **Liability.** Each party's respective liability to the other party under this Business Associate Agreement shall be subject to any limits of liability as set forth in the Agreement, and in no event shall either party be liable to the other party under this Business Associate Agreement for any indirect, special, consequential, exemplary, punitive or like damages, even if such party is advised of the possibility of such damages, and regardless of the form of action. The terms of this Section 5 shall survive the termination or expiration of this Business Associate Agreement.

6. **Amendment to Comply with Law.** The parties agree to take such action as is necessary to comply with and implement the standards and requirements of HIPAA (including, without limitation, the prompt amendment of this Business Associate Agreement).

7. **Miscellaneous.** No third party will be deemed to be an intended or unintended third party beneficiary of this Business Associate Agreement and nothing express or implied herein intended to confer, nor shall anything herein confer, upon any person or entity other than Customer or InstaMed and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

## EXHIBIT B

### Additional Terms for Payment Solutions – General

1. **Overview.** InstaMed provides the Payment Transaction Services to Customer as an independent contractor to HNP to facilitate receipt by Customer of payments by card and bank transfer. These transactions are between Customer and persons who pay them (“**Purchasers**”). None of InstaMed, Paymentech, LLC, Bank or any of their affiliates, or HNP, are a party to these transactions. Customer has entered into a written agreement with HNP regarding the licensing of, and enrollment for the use of, Payment Solutions, pricing, billing, and collections of payments by Card, and HNP utilizes InstaMed to perform certain services as described in this Exhibit B. Customer acknowledges and agrees that HNP is solely responsible for those pricing, billing, and collections activities, and further agrees that InstaMed is authorized to perform the services described in this Agreement.

a. **Card Payments.** For payments by card, InstaMed initiates the payment process by providing information to Paymentech, LLC, a Delaware limited liability company (“**Paymentech**”). Paymentech is a subsidiary of Bank, which is a member of Visa U.S.A., Inc., Visa International (“**Visa**”), MasterCard International Incorporated (“**MasterCard**”), American Express Travel Related Services Company Inc. (“**American Express**”), Chase Pay, or other payment card networks, associations, or companies (collectively, the “**Card Networks**”). Paymentech in its capacity as an authorized processor of transactions and Bank in its capacity as a member of several Card Networks are referred to collectively as the “**Bank**”. The Bank is obligated to pay Customers under both (i) the provisions of its agreement with InstaMed, and (ii) the by-laws, operating regulations and all other rules, policies and procedures of the Card Networks as in effect from time to time (the “**Card Network Rules**”), that make the Bank responsible for settling with Customer.

b. **Bank Transfer Payments.** For payments by bank transfer, InstaMed initiates the payment process by providing information and instructions to Bank to originate payments through the ACH system in accordance with all applicable laws, regulations and the ACH Rules, each as in effect from time to time.

2. **Registration for Payment Solutions.**

a. InstaMed asks Customers for additional information to identify each Customer that registers for Payment Transaction Services, such as street address, telephone number, tax identification number (such as Social Security Number), date of birth and beneficial ownership information (where applicable). Customer agrees to provide supplemental documentation upon request (including but not limited to articles of incorporation, passports, driver’s license or a business license). Customer agrees that the identity information provided is complete and accurate to the best of Customer’s knowledge and authorizes InstaMed, directly or through third parties, to make inquiries or verify that this information is accurate (for example, through social media or third-party databases). Customer specifically authorizes InstaMed to obtain business credit reports from time to time and use them in connection with establishing and maintaining the Payment Transaction Services for Customer. Customer agrees to promptly notify InstaMed if there are any significant changes to the nature of Customer’s business (including changes to any trade name(s)), product lines or services or in the event any person or entity acquires any beneficial ownership interest in Customer which exceeds twenty-five percent (25%). Customer must provide InstaMed and HNP accurate and complete information, such as a bank account to which InstaMed will settle payments. Customer is responsible for notifying InstaMed and HNP if any such information requires an update. If Customer does not provide or update any such information, InstaMed may terminate the Payment Solutions. Neither the Bank nor InstaMed will have any liability to Customer for Customer’s inability to accept payments or for refunds pursuant to this paragraph.

b. To help prevent the funding of terrorism and money laundering activities, federal law and internal policies require InstaMed to obtain, verify, and record information that identifies each person who opens an account. In order to comply with these requirements, InstaMed will ask for Customer’s business name, physical address, and government identification number in order to verify Customer’s identity.

3. **Prohibited Activities.** By registering for Payment Solutions, Customer confirms that it will not accept payments or use the Service in connection with the activities, items or services set forth at the following link:

<https://www.instamed.com/pdfs/prohibited-activities-JPM.pdf>. Please contact support@instamed.com if Customer has questions about whether these categories apply to Customer's use of the Payment Solutions.

**4. Responsibilities.**

a. InstaMed, at HNP's instruction, collects, analyzes and relays information generated in connection with payments between Customer and Purchasers. Customer authorizes InstaMed to provide this information to the Bank in order for the Bank to facilitate payments from Purchasers to Customer through the Card Networks or ACH networks, as applicable. The Bank – and not InstaMed or HNP – actually conducts the settlement of card transactions and ACH transactions to Customers. Neither HNP nor InstaMed does at any point hold, own or control funds in connection with the Payment Transaction Services, nor does HNP or InstaMed transmit money or monetary value. In connection with the Payment Transaction Services, neither HNP nor InstaMed actually or constructively receives, takes possession of or holds any money or monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. The Bank is the party with sole responsibility for conducting the settlement of funds between Purchasers and Customer.

b. InstaMed has entered into an agreement with the Bank. Customer is not a third-party beneficiary of that agreement. Each of the Card Networks is a third-party beneficiary of this Agreement and has beneficiary rights, but not obligations, and may enforce this Agreement against Customer. Some of the Card Networks (primarily, American Express) may require a direct agreement with Customer. If Customer is required to enter into such an agreement and declines to do so, InstaMed may suspend or terminate the Payment Solutions.

c. Customer acknowledges that, if Customer receives payments from American Express exceeding the threshold specified by American Express, Customer will be converted to a direct card acceptance relationship with American Express and, upon conversion, Customer will be bound by the then-current American Express Card acceptance agreement, and American Express will set the discount and other fees payable by Customer for American Express Card acceptance.

d. Certain Card Networks require that Customer must enter into a direct relationship with the Bank in certain circumstances. Customer agrees to be bound by the Commercial Entity Agreement set forth in Exhibit B-1 to this Agreement if it applies to Customer. The Commercial Entity Agreement applies to Customer if, for example, Customer receives payments from any Card Network exceeding the threshold specified by that Card Network. By agreeing to this Agreement (by "click through" or otherwise), Customer also agrees to the terms and conditions of the Commercial Entity Agreement, which constitutes a legal binding contract between Customer, on the one hand, and Paymentech, LLC and JPMorgan Chase Bank, N.A., on the other hand.

e. Customer must abide by the applicable Card Network Rules and ACH Rules.

f. Notwithstanding InstaMed's assistance in understanding the Card Network Rules and ACH Rules, Customer expressly acknowledges and agrees that Customer is assuming the risk of compliance with all provisions of the Card Network Rules and ACH Rules, regardless of whether Customer has possession of those provisions. Customer agrees to reimburse InstaMed, HNP and the Bank for all fines, fees, penalties, liabilities, or other charges or assessments by a Card Network, NACHA or other payment networks relating to Customer's actions or Customer's transactions ("**Payment Network Liabilities**"). The Card Networks make excerpts of their respective Card Network Rules available on their websites (including [usa.visa.com](http://usa.visa.com), [www.mastercard.com](http://www.mastercard.com), [www.americanexpress.com](http://www.americanexpress.com) and [www.discover.com](http://www.discover.com)). Exhibit B-2 to this Agreement sets forth certain specific requirements of the American Express Customer Regulations, US.

**5. ACH Authorization.**

a. If Customer is receiving payments by bank transfer, Customer authorizes the Bank to initiate ACH Entries to each bank account that Customer designates and to initiate adjustments for any transactions credited or debited in error. Customer agrees to be bound by the ACH Rules and to comply with all applicable laws in authorizing, instructing and receiving all such ACH Entries. Customer's authorization will remain in full force and effect until Customer notifies InstaMed that Customer revoked authorization by contacting InstaMed Customer Support or by terminating the Payment Transaction Services. Customer understands that InstaMed requires a reasonable time to act on Customer's revocation, not to exceed thirty (30) calendar days.



b. Customer authorizes the Bank to hold, receive, disburse and settle funds on Customer's behalf. Customer's authorization permits the Bank to generate a paper draft, a transfer or withdrawal of funds using the ACH system or other electronic funds transfer to process each payment transaction that Customer authorizes. Subject to this Agreement, Customer also authorizes the Bank to debit or credit any bank account or other payment instrument that Customer links to the Payment Transaction Services, to initiate adjustments for any transactions credited or debited in error, as well as for chargebacks, reversals, or claims in accordance with this Agreement, the Card Network Rules and ACH Rules.

c. If Customer has registered for InstaMed's Payer Payments solution, Customer will receive claim payments as bank transfers (each, a "**Payer Payment**") and electronic remittance advice ("**ERA**") from participating health plans, health insurance companies, third-party administrators, preferred provider organizations, Medicaid providers, Medicare providers and other organizations that deliver claim payments to healthcare providers (collectively, "**Payers**") on the InstaMed network. The list of the Payers (the "**Payer List**") can be found at <https://www.instamed.com/providers/payer-payments/payer-list/>. Payers may be added or removed from the Payer List by InstaMed from time to time and Customer is responsible for reviewing the list while it is receiving Payer Payments. Customer agrees that InstaMed may share information about such Customer with a Payer in order to deliver the Payer Payments solution, minimize against fraud, waste and abuse and respond to criminal, civil and regulatory proceedings. As mandated by the Phase III CORE 370 EFT & ERA Reassociation (CCD+/835) Rule, Requirement 4.1, Customer must proactively contact its financial institutions in order to access the bank transfer trace number for a Payer Payment and other minimum data elements necessary to reassociate the Payer Payment with the ERA.

#### **6. Accepted Forms of Payment.**

a. Payment Solutions support most domestic credit, debit, prepaid or gift cards with a Visa, MasterCard, American Express or Discover logo. In addition, the Payment Solutions support most international cards with these logos. InstaMed may add or remove support for certain payment cards at any time without prior notice. InstaMed may elect only to process cards that receive an authorization from the applicable issuer. Customer agrees to accept all of the cards issued by Card Networks that the Payment Solutions support in accordance with the terms of this Agreement.

b. The Payment Solutions also support payments via ACH from Purchasers with a US bank account to merchants with a US bank account.

c. In the event that the Payment Solutions support payments via Apple Pay to merchants in the U.S., the Apple Pay Platform Web Merchant Terms and Conditions apply (which can currently be found at <http://developer.apple.com/terms/apple-pay-web/>), and Customer agrees to be bound by them. In addition, the terms of use located at <https://payments.developers.google.com/terms/sellertos> apply whenever the Payment Solutions support payments via Google Pay to merchants in the United States.

#### **7. Sharing Information.**

a. InstaMed may share some or all of the information about Customer and Customer's transactions with the Bank, the Card Networks, HNP, NACHA and our other service providers (and their respective affiliates, agents, subcontractors, and employees), who may use this information to perform their obligations under their agreements with InstaMed or Customer, respectively, to operate and promote their respective networks, to perform analytics and create reports, to prevent fraud, and for any other lawful purpose. American Express and other Card Networks may use Customer's name, address, and website address (URL) in any media from time to time. At any time, InstaMed, the Bank, the Card Networks or our other service providers may conclude that Customer will not be permitted to use the Service.

b. Customer agrees that InstaMed is permitted to contact and share information about Customer and the Payment Transaction Services with the Bank, the Card Networks, HNP, NACHA, other financial institutions, examiners and other regulators, including tax authorities, law enforcement agencies, courts of competent jurisdiction or other official bodies, anywhere in the world. This includes sharing information (i) about Customer's transactions for regulatory or compliance purposes, (ii) for use in connection with the management and maintenance of the Payment Transaction Services, (iii) to create and update their customer records about Customer and to assist them in better

servicing Customer, (iv) for use in connection with their agreement with us, to operate and promote their business, perform analytics and create reports, and for any other lawful business purpose, and (v) to conduct risk management.

**8. Settlement.**

a. Subject to any Reserve imposed under Section 9 below, the Bank will settle funds to the Customer's bank account or other payment instrument according to the schedule established at the time of the implementation of the Payment Solutions, and subject to applicable laws and payment system rules. If the Bank cannot transfer the funds to the Customer's bank account or other payment instrument (due to inaccurate or obsolete bank account information entered by the Customer, or for any other reason), the Bank may return the transactions, refund the funds to the Purchaser(s) or escheat them in accordance with applicable law. Neither the Bank, InstaMed, nor any Purchaser will have any liability to Customer for funds so returned, refunded or escheated.

b. Settlements to a bank account or other payment instrument may be limited or delayed based on Customer's perceived risk and history with InstaMed or HNP. Should HNP, InstaMed or the Bank need to conduct an investigation or resolve any pending dispute related to Customer's use of the Payment Solutions, the Bank may defer settlement or restrict access to Customer's funds for the entire time it takes Bank to do so. The Bank may also defer settlement or restrict access to Customer's funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity. InstaMed, HNP, or Bank may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("**Legal Order**"). InstaMed or HNP may instruct the Bank to deliver or hold any funds or any information as required under such Legal Order. Neither InstaMed nor the Bank is responsible for any losses that HNP or Customer may incur as a result of InstaMed or Bank's response or compliance with a Legal Order.

c. If InstaMed or the Bank suspects future chargebacks or disputes as a result of transactions processed by Customer, the Bank may defer settlement and/or restrict access to Customer's funds until InstaMed and the Bank reasonably believe, in their respective sole discretion, that the risk of receiving a chargeback or dispute has passed. All settlements to Customer, including any settlements to Customer made pursuant to an agreement between Customer and HNP, are subject to review for risk and compliance purposes and can be delayed or postponed at InstaMed's or the Bank's respective sole discretion.

9. **Reserve.** At any time and from time to time, the Bank may temporarily suspend or delay payments to Customer and/or require a Reserve (as hereafter defined) to protect InstaMed and the Bank against the risks from Customer using the Payment Solutions, including any Customer use of Payment Solutions pursuant to an agreement between Customer and HNP, including chargebacks, refunds and Payment Network Liabilities (as defined in Section 4(f) above). A "**Reserve**" is funds the Bank may withhold from Customer or require Customer to pay or obtain from any bank account or other funding source associated with the Payment Transaction Services and which the Bank maintains to protect InstaMed and the Bank against a risk that InstaMed or the Bank reasonably anticipate. InstaMed will notify Customer of the amount of any required Reserve, which InstaMed and the Bank will determine in good faith. The Bank will hold and control any required Reserve. The Reserve will not bear interest, and the Bank can commingle the Reserve with other funds. Customer has no interest in any Reserve other than a contingent right to receive any unused funds. The Bank may periodically increase Customer's required Reserve or return Reserve funds no longer needed to manage Customer's risk. When InstaMed and the Bank decide a Reserve is no longer needed, the Bank will return all unused Reserve funds to Customer. The right to require a Reserve will survive termination of this Agreement. This means that this section will remain in force even if Customer, HNP, or InstaMed terminates the Agreement. Customer and HNP agree to be bound by any determination regarding a Reserve made by Bank in accordance with this section.

**10. Cardholder Data Security.**

a. "**Cardholder Data**" is information associated with a payment card, such as account number, expiration date and CVV2. InstaMed will comply with the Payment Card Industry Data Security Standards ("**PCI DSS**") to the extent InstaMed possesses or otherwise stores, processes, or transmits Cardholder Data on Customer's behalf, or to the extent InstaMed could impact the security of Customer's Cardholder Data environment. InstaMed is a validated PCI Level 1 Service Provider and so is qualified to handle Cardholder Data in connection with the Payment Solutions.

b. If Customer handles, transmits or stores any Cardholder Data in connection with Customer's use of the Payment Solutions, Customer agrees to comply at all times with PCI DSS. Further, Customer agrees to certify such compliance and provide documentation in accordance with Card Network Rules, or when asked by InstaMed to do so. Customer also agrees that Customer will use only PCI DSS compliant service providers in connection with the storage, processing or transmission of Cardholder Data.

c. Customer is fully responsible for the security of data (including but not limited to Cardholder Data) on Customer's website or otherwise in Customer's possession or control. Customer agrees to comply with all applicable laws, Card Network Rules and ACH Rules in connection with Customer's collection, security and dissemination of any personal, financial, or transaction information.

11. **Refunds and Returns.** Customer agrees to process returns of, and provide refunds and adjustments for, goods or services through the Payment Solutions in accordance with this Agreement, the Card Network Rules and the ACH Rules.

12. **Customer Liability for Chargebacks and Reversals.** The amount of a payment may be charged back to HNP if (a) it is disputed by a Purchaser, (b) it is reversed for any reason, (c) it was not authorized or InstaMed has any reason to believe that the transaction was not authorized, or (d) it is unlawful, suspicious, or in violation of the terms of this Agreement. Customer is responsible to HNP for all chargebacks, whether or not the chargeback complies with the Card Network Rules, and HNP is responsible to InstaMed for the same. Customer is also responsible to HNP if a Purchaser reverses a payment by bank transfer, whether or not the reversal complies with the ACH Rules, and HNP is responsible to InstaMed for the same.

13. **Chargeback and Reversal Processes.**

a. Customer owes the Bank and will immediately pay to HNP the amount of any chargeback or ACH reversal or recall and any associated fees, fines, or penalties assessed by the Bank, the Card Networks or the ACH, and HNP will immediately pay to InstaMed any such amounts. If Customer or HNP does not have sufficient funds for any such chargeback, reversal, recall, fees, fines or penalties, InstaMed and the Bank will have any remedies set forth in this Agreement or allowed pursuant to applicable law. If HNP has pending chargebacks, reversals or recalls due to InstaMed, the Bank may delay settlement to Customer.

b. Further, if InstaMed or Bank reasonably believes that a chargeback, reversal or recall is likely with respect to any transaction, the Bank may withhold the amount of the potential chargeback, reversal or recall from payments otherwise due to HNP or Customer under this Agreement until such time that: (i) a chargeback, reversal or recall is assessed due to a Purchaser's complaint, in which case the Bank will retain and refund the funds; (ii) the period of time under applicable law or regulation by which the Purchaser may dispute that the transaction has expired; or (iii) InstaMed determines that a chargeback, reversal or recall on the transaction will not occur.

c. If InstaMed determines that Customer is incurring an excessive amount of chargebacks, reversals or recalls, InstaMed or the Bank may establish controls or conditions governing Customer's use of the Payment Solutions, including without limitation, by (i) assessing additional fees to HNP, (ii) creating a Reserve in an amount reasonably determined by us to cover anticipated chargebacks, reversals, recalls and related fees, (iii) delaying settlement, and (iv) terminating or suspending the Payment Solutions.

d. Customer agrees to assist InstaMed when reasonably requested, at HNP or Customer's expense, to investigate any of Customer's transactions processed through the Payment Solutions. To that end, Customer and HNP permit InstaMed to share information about a chargeback, reversal or recall with the Purchaser, the Purchaser's financial institution and Customer's financial institution in order to investigate and/or mediate a chargeback or reversal. InstaMed will request necessary information from Customer to contest the chargeback or reversal. If the chargeback or reversal is contested successfully, the Bank will release the reserved funds to Customer. If a chargeback or reversal dispute is not resolved in Customer's favor by the Card Networks, ACH or issuing bank, or Customer chooses not to contest the chargeback or reversal, the Bank may recover the chargeback or reversal amount and any associated fees as described in this Agreement. Customer and HNP acknowledge that in many cases there are strict timelines that need to be met in order to dispute a chargeback or reversal and that Customer's failure to assist InstaMed in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) calendar days of a request, may result in an irreversible chargeback or reversal.

14. **Grant of Security Interest.** Customer assigns and grants the Bank a security interest in and lien on any and all funds processed through the Payment Transaction Services and any other funds and credits with the Bank, including without limitation any Reserve under Section 9 above, and also authorizes the Bank to make any withdrawals or debits from the Reserve, without prior notice to Customer, to collect amounts that Customer owes InstaMed or the Bank under this Agreement, including without limitation for any reversals of settlements or transfers made to Customer's Account. Customer irrevocably assigns to the Bank all rights and legal interests to any interest or other earnings that accrue or are attributable to funds subject to this security interest.

15. **Statements and Errors.** HNP will, via the Application Services, provide a report of activities, including transactions and fees, relating to the Payment Solutions ("**Statement**"), either in paper form or online (at Customer's option). InstaMed is not responsible for Customer relying on balance, transaction or related information that is updated or corrected, or the accuracy or timeliness of information supplied by any third party. Customer agrees that the Statements are sufficient for Customer to inspect and review activity and to identify errors and unauthorized or altered transactions. Customer will promptly examine Customer's entire Statement once it is available. Customer will promptly, and no later than sixty (60) calendar days after the Statement date, reconcile Customer's Statement with Customer's bank statements and other receipts from the same period, and notify InstaMed of any: (a) unauthorized transactions, including any claims of such activity or requested adjustments, (b) alterations, errors, discrepancies or irregularities, or (c) discrepancies Customer identified when reconciling with Customer's bank statements and other receipts. If Customer does not act in the timeframes above, Customer agrees that Customer cannot: (i) assert Customer exercised reasonable care and promptness in reviewing Customer's Statement and identifying errors, (ii) be reimbursed for a claim refused as a result, and (iii) make a claim or otherwise act against InstaMed for a subsequent loss that was preventable or caused by the same wrongdoer's repeated act. Customer should make archival copies of Customer's Statement data regularly. Except as required by law, Customer is solely responsible for (a) compiling and retaining permanent records of all transactions and other data, and (b) reconciling all transaction information that is associated with Customer's use of the Payment Transaction Services.

16. **Representations and Warranties.** Customer represents and warrants to InstaMed that: (a) Customer is eligible to register and use the Payment Solutions and has the right, power, and ability to enter into and perform under this Agreement; (b) the name identified by Customer when Customer registered is Customer's name or business name under which Customer sell goods and services; (c) any sales transaction submitted by Customer will represent a bona fide sale by Customer; (d) any sales transactions submitted by Customer will accurately describe the goods and/or services sold and delivered to a Purchaser; (e) Customer will fulfill all of Customer's obligations to each Purchaser for which Customer submits a transaction and will resolve any consumer dispute or complaint directly with the Purchaser; (f) Customer and all transactions initiated by or on behalf of Customer will comply with all federal, state and local laws, ACH Rules, rules and regulations applicable to Customer's business, including any applicable tax laws and regulations; (g) Customer will not use the Payment Transaction Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payment Transaction Services; (h) upon receipt of funds associated with an a transfer or withdrawal of funds using the ACH system, Customer shall promptly confirm that the sender is a customer of Customer and use a commercially-reasonable method of authentication to verify the identity of the sender, and, if the sender is not confirmed to be a customer of Customer or the identity is not verified, Customer shall promptly return the funds to InstaMed to be sent back to the sender; and (i) Customer's use of the Payment Transaction Services will be in compliance with this Agreement.

17. **Sub-Exhibits.** This Exhibit B applies to all Payment Solutions, and its sub-exhibits set forth additional terms for certain aspects of the Payment Transaction Services:

a. Exhibit B-1: Commercial Entity Agreement. The terms and conditions found at [https://www.instamed.com/im-online/Commercial\\_Entity\\_Agreement.pdf](https://www.instamed.com/im-online/Commercial_Entity_Agreement.pdf) shall apply to any Customer that (a) uses the Payment Transactions Services for the acceptance of credit or debit card payments and (b) is considered a "Commercial Entity" as defined by Visa, Inc. or MasterCard International, Inc.

b. Exhibit B-2: American Express Card Acceptance and Brand Requirements. The American Express Card Acceptance and Brand Requirements found at [https://www.instamed.com/im-online/American\\_Express\\_Card\\_Acceptance\\_and\\_Brand\\_Requirements.pdf](https://www.instamed.com/im-online/American_Express_Card_Acceptance_and_Brand_Requirements.pdf) set forth additional terms and conditions concerning the American Express OptBlue® Program made available to Customer by InstaMed.

## INSTAMED TERMS AND CONDITIONS

The InstaMed Terms and Conditions (this “**Agreement**”) is an agreement between Customer and InstaMed and applies to Customer’s use of the Services (as defined in Section 1 below). References to “**Customer**” shall mean the entity to which InstaMed, as an independent contractor, provides the Services. References to “**InstaMed**” shall mean InstaMed Communications, LLC, and any of its affiliates, as appropriate. InstaMed is a wholly-owned subsidiary of JPMorgan Chase Bank, N.A. (the “**Bank**”). Certain payment processing and settlement services are provided by or through Bank and Paymentech, LLC (“**Paymentech**”) and NextGen Healthcare, Inc. (“**Healthcare Network Provider**” or “**HNP**”), as further described in this Agreement including Section 12(p) and Exhibit B. By using or continuing to use the Services, Customer agrees to the terms of this Agreement, including any exhibits, amendments or supplements.

### 1. **Services.**

a. Description. InstaMed shall provide to Customer, through the use of the Application Services (as defined below), one or more of the following services that Customer has elected to receive: (i) a means by which to transmit (A) Customer’s healthcare claim and other transaction data to, and to receive healthcare claim and other transaction data from, certain health insurance, health plan and other third-party payers and intermediaries which may, from time-to-time, elect to receive and transmit such data by means of InstaMed’s system; (B) Customer’s patient bills, patient communications and other transaction data to, and to receive payment transaction data, communications and other transaction data from, patients which may, from time-to-time, elect to receive and transmit such data by means of InstaMed’s system; and (C) Customer’s patient demographic and other transaction data to, and to receive address analysis, address verification, identity analysis, identity verification, consumer credit analysis and other demographic and financial information from, certain consumer financial service providers, credit bureaus and other third-party data sources which may, from time-to-time, elect to receive and transmit such data by means of InstaMed’s system (collectively, the “**Healthcare Solutions**”); and (ii) a means by which to initiate payments and transmit payment transaction data to, and to receive payments and payment transaction data from, certain payment networks, banks and other financial entities which may, from time-to-time, elect to receive and transmit such data by means of InstaMed’s system (“**Payment Solutions**” and, together with Healthcare Solutions, the “**Services**”). Certain pricing, billing, collection, and other services related to the receiving of payments will be provided by HNP, who shall use InstaMed Services to perform such activities. Where HNP provides such services, Customer shall be entitled to use the InstaMed Application Services as defined below. Additional terms in regard to Payment Solutions are set forth in Exhibit B. “**Services**” means the Healthcare Solutions, the Payment Solutions, the Application Services as well as InstaMed’s website, any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto, provided to Customer by InstaMed, directly or indirectly. For purposes of clarity, each transmission of data pursuant to the Healthcare Solutions shall be referred to in the Agreement as a “**Healthcare Transaction**,” and each transmission of data pursuant to the Payment Transaction Services shall be referred to in the Agreement as a “**Payment Transaction**.” “**Application Services**” means InstaMed Online, InstaMed Connect and/or InstaMed Connect Agent. Customer acknowledges and agrees that HNP has engaged InstaMed for the purpose of debiting Customer’s designated account(s) as required to satisfy amounts due from Customer to HNP, as further described in this Agreement below.

b. Incorporation of Attachments. Addenda, exhibits, schedules, appendices or other attachments to the Agreement together with any business, contact, bank account and other required information provided during the initial registration(s) and order forms entered into by Customer in connection with this Agreement (collectively, the “**Attachments**”) are hereby incorporated into the Agreement. For example, if InstaMed is providing card or bank transfer services to Customer, Exhibit B is hereby incorporated by reference.

c. HNP Pricing and Billing. Customer shall enter into a written agreement with HNP regarding the pricing, billing, and collection of receiving payments under the Payment Solutions, and acknowledges and agrees that InstaMed does not and shall not control those activities where a Customer agreement with HNP for such purposes exists. Customer additionally acknowledges and agrees that HNP may provide InstaMed with a copy of any written agreement between Customer and HNP.

d. Priorities. In the event of a conflict between the terms and conditions of the Agreement and any Attachment, the terms and conditions of the Attachment shall prevail.

2. **Grant of Rights to Customer.**

a. Right to Use Application Services. Subject to the terms and conditions of the Agreement and the limitations and restrictions set forth in Section 2(d), and HNP's agreement with Customer, InstaMed, on behalf of InstaMed and HNP, hereby grants to Customer (and its permitted assignees), and Customer hereby accepts from InstaMed, a limited, non-exclusive, non-assignable, non-transferable license (without a right of sublicense) during the Term (as defined in Section 10 below) to access and use the Application Services that Customer has registered for and is authorized by InstaMed to use.

b. Upgrades. During the Term, InstaMed shall make available to Customer upon request any updates, upgrades or modifications to the Application Services that Customer has registered for and is authorized by InstaMed to use that InstaMed generally makes available to its other customers without charge, and each such update, upgrade and modification and all parts thereof shall be deemed to be part of the Application Services, as applicable, and shall be governed by the terms of the Agreement.

c. Documentation. Subject to the terms and conditions of the Agreement and the limitations and restrictions set forth in Section 2(d), InstaMed hereby grants to Customer (and its permitted assignees), and Customer hereby accepts from InstaMed, a limited, non-exclusive, non-assignable, non-transferable license (without a right of sublicense) to use the user, product and technical documentation related to the Application Services that Customer has registered for or acquired the right to use that is provided to Customer by InstaMed from time to time (including all modifications, revisions and supplements thereto, the "**Documentation**"), solely for Customer's internal business use.

d. Restrictions. The licenses granted to Customer under this Agreement are expressly limited by the following, and, without InstaMed's prior written consent, Customer and each of its affiliates and their respective officers, directors, managers, employees, contractors, subcontractors, advisors, representatives and agents shall not do any of the following: (i) copy or distribute the Application Services or the Documentation; (ii) directly or indirectly distribute, resell, rent, lease, subcontract, operate or otherwise grant access to, or use for the benefit of any third party, the Services, the Application Services or the Documentation; (iii) decompile, disassemble, reverse-engineer or translate the Application Services; (iv) change, modify, alter or make derivative works of the Application Services or the Documentation; (v) directly or indirectly grant any third party access to the computers, hardware, system or equipment on which the Application Services are used or the Documentation is accessed, the exception being affiliates and third-party contractors of Customer, provided, that (A) Customer shall remain solely responsible for compliance by its affiliates and third-party contractors with all of the terms of the Agreement, (B) Customer hereby agrees to indemnify, defend and hold InstaMed and Bank harmless against any actual or threatened third-party claim, suit, demand or action arising from or related to acts and omissions of its affiliates and third-party contractors (except to the extent directly resulting solely from the gross negligence, willful misconduct or fraud of InstaMed), and (C) if any affiliate or third-party contractor who desires to gain access is a competitor of InstaMed, Customer must obtain InstaMed's written consent prior to granting access to such affiliate or third-party contractor; (vi) attempt to interfere with or disrupt the Services or the Application Services or attempt to gain access to any other services, hardware or networks owned, maintained or operated by InstaMed, Bank or their respective suppliers; (vii) disclose any passwords or other security or authentication device with respect to the Services, the Application Services or the Documentation to any person other than the person to whom it was issued; (viii) remove, conceal or alter any identification, trademark, service mark, copyright or other proprietary rights, logos, notices or labels on the Application Services or the Documentation; (ix) directly or indirectly ship, export or re-export the Services, the Application Services or the Documentation; or (x) act as a gateway by enabling a third party to originate a Healthcare Transaction or Payment Transaction that is passed through Customer's information technology system thereby allowing a third party to gain access to any of the Services. Any information obtained or works created in violation of the Agreement shall be both the Intellectual Property (as defined in Section 3 below) and the Confidential Information (as defined in Section 4 below) of InstaMed (and/or its licensors, as applicable) and shall automatically and irrevocably be deemed to be assigned to and owned by InstaMed (and/or its licensors, as applicable).

3. **Ownership.** Each party owns and shall retain all right, title and interest in and to such party's pre-existing or independently developed technology, inventions, processes, know-how, designs, works of authorship and other non-public materials, and all Intellectual Property (as defined below) relating thereto, as well as any and all enhancements, modifications and derivatives thereof. As used herein, the term "**Intellectual Property**" means on a worldwide basis, all patents (including originals, divisional, continuations, continuations-in-part, extensions, foreign applications, utility models and re-issues), patent applications, copyrights (including all registrations and applications therefor), trade secrets, service marks, trademarks, trade names, trade dress, trademark applications, moral rights, and any and all other proprietary and intellectual property rights. For purposes of clarity, and without limiting the foregoing, Customer acknowledges and agrees that (i) the Application Services, the Documentation, the InstaMed websites and any related tools, content, applications and utilities (including all modifications, updates, upgrades, enhancements and customizations to and compilations and derivative works of any of the foregoing) and all Intellectual Property related to or embodied therein, whether created or developed prior to, during or after the Term, shall remain the sole and exclusive property of InstaMed (and/or its licensors, as applicable) and are protected by applicable copyright, patent, trademark and other intellectual property law; (ii) Customer has no right in or license grant to any source code contained in or related to the Application Services; and (iii) as between InstaMed and Customer, InstaMed (and/or its licensors or Bank, as applicable) shall retain all rights, title and interest in and to the Application Services, the Documentation and all Intellectual Property related thereto and embodied therein, which are not expressly granted herein.

4. **Confidentiality.**

a. In connection with the Agreement, InstaMed and Customer may disclose to one another certain non-public proprietary and other confidential information, in any form and including, but not limited to: (i) technology, processes, know-how and other non-public materials, information relating to such party's product offerings, software, web applications, data, research, sales, passwords, marketing and distribution activities, customers, prices, fees, business plans and other matters; (ii) personally identifiable health information; and (iii) the terms and conditions of the Agreement, including all schedules and attachments hereto (collectively, the "**Confidential Information**").

b. Except as otherwise provided in Sections 4(d), (e), (f) and (g) hereafter, each of InstaMed and Customer shall: (i) maintain such Confidential Information of the other party in strict confidence in accordance with the provisions of this Agreement, using the same degree of care such party uses to preserve its own Confidential Information but no less than a reasonable degree of care; (ii) use such Confidential Information solely for the performance of its obligations and rights under the Agreement or any other agreement between the parties; (iii) disclose such Confidential Information only to its affiliates, or their respective officers, directors, managers, employees, contractors, subcontractors, advisors, representatives and agents, who need to know such Confidential Information in connection with the Agreement ("**Agents**") and then only if such Agent is informed of the confidential nature of the Confidential Information; and (iv) promptly upon the request of the disclosing party, return all such Confidential Information to the disclosing party, destroy all materials which contain any Confidential Information or render such materials unusable, and, if requested by the disclosing party, certify in writing the return, destruction or rendered unusability of all such materials, provided that the receiving party may retain one copy of the Confidential Information received by it solely for purposes of complying with governmental, regulatory or similar requirements or the receiving party's written document retention policies. InstaMed and Customer further agree that they have not and shall not disclose any third-party information to each other in violation of the proprietary rights of, or any confidentiality obligations to, such third party.

c. Notwithstanding the foregoing, the confidentiality obligations set forth herein shall not apply to any portion of any information which: (i) is now in the public domain, or hereafter enters the public domain through no action (or express inaction) of the receiving party or any of its Agents; (ii) can be shown to have been known to the receiving party or its Agents at the time it is received; (iii) is hereafter rightfully furnished to the receiving party by a third party without violation of any restriction on disclosure; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the other party.

d. The parties may use and disclose any Confidential Information (x) with the express prior consent of the other party; (y) to such party's (or its affiliates') professional advisors, auditors or public accountants provided that



such parties are subject to equivalent confidentiality obligations; or (z) as required by (i) applicable law or courts of competent jurisdiction, including subpoena or other court process; (ii) governmental or regulatory or supervisory authorities with jurisdiction over InstaMed's or Customer's (or their respective affiliates') businesses; or (iii) to establish, exercise or defend claims, enforce legal rights or satisfy the legal obligations of Customer, InstaMed or their respective affiliates.

e. Further, Customer authorizes InstaMed and its affiliates, agents, employees, officers and directors to use Confidential Information (i) to provide services to and administer the relationship with Customer; (ii) for any operational, credit or risk management purposes; (iii) for due diligence, verification or sanctions or transaction screening purposes; (iv) for the prevention or investigation of crime, fraud or any malpractice, including the prevention of terrorism, money laundering and corruption; or (v) to improve and develop products or services, using techniques such as data analytics; or (vi) for compliance with any legal, regulatory or tax requirements or tax reporting or any industry standard, code of practice, or internal policies.

f. In connection with the permitted uses set forth in subsection (e), Customer authorizes InstaMed and each of its affiliates, agents, employees, officers and directors to disclose Confidential Information: (i) to Bank, Paymentech, any subcontractor, consultant, agent, securities depository, exchange, central counterparty, custodian, depository, trading venue, broker, third party agent, proxy solicitor, issuer, registrar, trade repository or any other unaffiliated third party or service provider, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties that InstaMed reasonably believes is required in connection with the Services provided by InstaMed and provided that such parties are subject to equivalent confidentiality obligations to this Section 4; (ii) to InstaMed's subsidiaries, affiliates and branches and their relevant parties as set forth in the immediately-preceding subsection; (iii) to a proposed assignee of InstaMed's, Bank's or Paymentech's rights under this Agreement; (iv) to InstaMed's, Bank's or Paymentech's examiners or other regulators, including tax authorities, law enforcement agencies, courts of competent jurisdiction or other official bodies; or (v) to Customer's auditors.

g. Unless otherwise expressly set forth herein, the disclosure of Confidential Information hereunder shall not, and shall not be construed to, grant any license or other intellectual-property right held by the disclosing party, or constitute any representation, warranty, assurance, guarantee or inducement of any kind as to the accuracy or completeness of any information, the non-infringement of the intellectual-property rights of third parties, or any other matter. All Confidential Information shall remain the property of the disclosing party.

## **5. Representations and Covenants.**

a. Customer covenants and agrees that, to the best of Customer's knowledge, any data it receives, processes or transmits to InstaMed, including any patient and other transaction data: (a) will be an accurate and complete copy of the data that Customer is attempting to transmit; (b) will be only such data as Customer has a legal right to send or transmit; and (c) will not include any viruses, worms, Trojan horses, spyware, back door or other malicious code. Customer represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and Customer shall use the Application Services, the Services and the Documentation exclusively for authorized and legal purposes, consistent with all applicable laws, rules (including InstaMed's policies notified to the Customer from time to time) and regulations and the Intellectual Property of any third parties. Customer and InstaMed each represent and warrant that execution and performance of this Agreement (i) does not breach any agreement of such party with any third party, (ii) does not violate any law, rule or regulation, or any duty arising in law or equity applicable to it, (iii) is within such party's organizational powers, (iv) has been authorized by all necessary organizational action of such party and validly executed by a person(s) authorized to act on behalf of such party, and (v) if the Agreement or any signed document ancillary thereto has been signed by such party with an electronic signature, each such Agreement or signed document constitutes a valid, legal, enforceable and binding obligation of such party. Customer represents and warrants that prior to submitting to InstaMed information about natural persons related to Customer (including authorized signers, users of the Services, officers and directors, employees, beneficial owners, customers and persons on whose behalf Customer is transmitting funds), Customer shall have obtained such consents as may be required by applicable law and/or any applicable agreement between Customer and such natural persons, for InstaMed to process and use the information for purposes of providing the Services.

b. Customer authorizes InstaMed to obtain from any consumer or business customer of the Customer or other person or entity with whom Customer has a relationship (each, a **"Purchaser"**) an authorization from such Purchaser which allows the Customer or the Bank to debit (on a one-time or recurring basis, as the case may be) the Purchaser's bank account or card in the amount and manner specified in connection with the Services. InstaMed shall provide the form of Authorization and applicable terms and conditions to the Purchaser when a Purchaser uses the Services to make a Payment Transaction. Customer acknowledges that applicable law may require timely notice to be given prior to a Payment Transaction that is subject to a recurring or automatic payment, and, in such event, Customer agrees to provide such notice on or prior to the last day such notice is required to be given by law.

c. Customer represents and covenants that (i) each Purchaser has agreed and authorized that their mailing address, email address, telephone number, bank account, credit card, debit card, gift card, or virtual card account details and any other information agreed upon by InstaMed and the Customer, as applicable, may be shared with InstaMed's agents in connection with the Service; (ii) each Purchaser has provided express consent for InstaMed and its agents to send email and text messages, including those sent via automatic or automated dialing technology, for informational and servicing purposes to such Purchaser at the telephone number and email address that such Purchaser has provided to the Customer; and Customer has verified that the Purchaser's phone number has not been disconnected or reassigned before InstaMed or its agents sends the text message.

d. Many Services require the use of computer hardware and software. Customer is solely responsible for maintaining the computer hardware and software it uses to receive the Services (the **"Customer Equipment"**) in good working order, with the compatibility and format necessary for the Customer Equipment to interface with InstaMed's systems and software, including, without limitation, the ability to support InstaMed's security procedures. Upon request of Customer, InstaMed will provide a list of the browsers InstaMed supports as of the date of such request. Customer agrees to install all updates, upgrades and other system enhancements as promptly as practicable upon InstaMed's reasonable request.

6. **No Other Warranties.** EXCEPT AS STATED IN SECTION 7 BELOW, NEITHER INSTAMED NOR BANK MAKE, AND HEREBY DISCLAIM, ON BEHALF OF THEMSELVES AND THE INSTAMED PARTIES (AS DEFINED IN SECTION 8 BELOW), ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION 6, NEITHER INSTAMED NOR BANK HAS CONTROL OF, OR LIABILITY FOR, GOODS OR SERVICES THAT ARE PAID FOR WITH THE PAYMENT TRANSACTION SERVICES. CUSTOMER AGREES THAT RECEIPT OF PAYEE INFORMATION THROUGH THE PAYMENT TRANSACTION SERVICES DOES NOT INDICATE THAT THE PAYEE'S PAYMENT INSTRUMENT HAS SUFFICIENT AVAILABLE FUNDS, THAT THE TRANSACTION WILL BE AUTHORIZED OR PROCESSED, OR THAT THE TRANSACTION WILL NOT LATER RESULT IN A CHARGEBACK OR REVERSAL. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY INSTAMED PARTY SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY INSTAMED PARTY'S OBLIGATIONS. WITHOUT LIMITING THE FOREGOING, NEITHER INSTAMED NOR BANK MAKE ANY WARRANTIES RELATED TO OR IN CONNECTION WITH ANY THIRD-PARTY SERVICES, SOFTWARE, DATA, HARDWARE OR EQUIPMENT, INCLUDING ANY CARD OR ACH NETWORK.

7. **InstaMed Service Guarantee<sup>SM</sup>.** Subject to Customer's compliance with all the terms of this Agreement, InstaMed will strive to:

a. Maintain system availability 24 hours a day, 7 days a week and 365 days per year, excluding scheduled maintenance which InstaMed shall have the right to perform by providing reasonable advance notice to Customer.

b. Back up data to a secure, off-site location on no less than a daily basis and maintain a redundant data center for disaster recovery purposes.

c. Provide average transaction processing time of 10 seconds or less for 90% of real-time Healthcare Transactions and Payment Transactions calculated per calendar month, excluding scheduled maintenance.

d. Provide the Application Services substantially in accordance with the publicly released and finalized Documentation.

e. Provide the following customer service support:

- (1) Live customer service support from 7:00 AM ET to 9:00 PM Eastern Time on business days ("Business Hours") via phone, email and web. During Business Hours, 80% of customer service phone calls will be answered within 20 seconds, and acknowledgement of call including a tracking number will be sent within 1 hour for each reported incident at least 90% of the time, calculated per calendar month.
  - (2) During hours that are not Business Hours, expedited issues reported as an urgent voicemail will trigger a pager alert to Customer Service personnel 24 hours a day, 7 days a week, 365 days a year and will be responded to within 1 hour at least 90% of the time, calculated per calendar month.
- f. Use all commercially reasonable efforts to act upon issues designated by severity levels as follows (excluding third-party actions):
- (1) *Expedited Severity Issues*. 90% of expedited severity issues (outages that impact multiple users/sites), calculated per calendar month, will be resolved, or a workaround will be offered within 1 business day of contact.
  - (2) *High Severity Issues*. 90% of high severity issues (materially interferes with Customer's ability to process), calculated per calendar month, will be resolved, or a workaround will be offered within 2 business days of contact.
  - (3) *Medium Severity Issues*. 90% of medium severity issues (system is not inoperable or a work-around is available until a solution can be deployed), calculated per calendar month, will be resolved, or a workaround will be offered within 4 business days of contact.
  - (4) *Low Severity Issues*. 90% of low severity issues (system is not inoperable or an existing work-around is in effect or software fix/enhancement has been requested for a future software release), calculated per calendar month, will be resolved, or a workaround will be offered within 6 business days of contact.
- g. The foregoing service levels shall not apply with respect to any services, software, data, hardware or equipment provided by any third party, and shall not apply to latency, downtime or other impacts outside of InstaMed's control, including those from Customer and third-party healthcare entities, third-party healthcare networks, clearinghouses or health-plan systems; and third-party payment-card networks and processing entities.

## 8. Indemnification and Limitation of Liability.

a. Customer agrees to indemnify, defend and hold harmless InstaMed, Bank and each of the InstaMed Parties (as defined in Section 8(d) below) from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees) ("**Losses**") arising directly or indirectly from or relating to: (i) the use of the Services, the Application Services, the Documentation or of any data provided in connection therewith in a manner not permitted by this Agreement by Customer or Customer's affiliates and their respective officers, directors, managers, employees, , contractors, subcontractors, advisors, representatives and agents (collectively, "**Customer Parties**"); (ii) any claim that the Services, Application Services or the Documentation as modified, altered or combined with other technology, goods or services by Customer or any Customer Party or any of their respective customers, or InstaMed's, Bank's or an InstaMed Party's use thereof, or the use by InstaMed, Bank or an InstaMed Party of any data submitted by Customer or any Customer Party or any of their respective customers, infringes the Intellectual Property of any third party; (iii) any inaccurate or incomplete data, or any virus, worms, spyware, back door, Trojan horse or other malicious code transmitted by Customer or any Customer Party; (iv) Customer's or any Customer Party's actions, inactions or negligence; (v) any breach of the Agreement or violation of laws, rules or regulations (including any Card Network Rules or ACH Rules, each as defined in Exhibit B) by Customer or any Customer Party; and (vi) InstaMed's or any InstaMed Party's compliance with or reliance upon any electronic remittance advice or other instruction issued in accordance with this Agreement. Notwithstanding the foregoing, the InstaMed Parties shall not be indemnified for any Losses to the extent resulting directly and solely from such party's own gross negligence, willful misconduct or fraud.

b. The InstaMed Parties shall not be liable for any Losses which the Customer may suffer or incur, except to the extent of direct losses or expenses resulting solely from the gross negligence, willful misconduct or fraud of the InstaMed Parties. Customer agrees to promptly provide InstaMed with a notice of any claims it receives regarding a

Service. If the Application Services or the Documentation becomes, or in InstaMed's opinion may become, the subject of any third-party claim, suit or proceeding for infringement of the Intellectual Property of any third-party, or if the Application Services or Documentation is held or otherwise determined to infringe any Intellectual Property of any third party, InstaMed shall, at its sole option: (1) secure for Customer the right to continue using the Application Services and Documentation as contemplated in the Agreement; or (2) replace or modify the Application Services and/or Documentation to make it non-infringing while retaining substantially equivalent functionality; or (3) if neither (1) or (2) is commercially practicable, terminate the Agreement and Customer's license thereunder. The foregoing states InstaMed's and Bank's entire liability, and Customer's sole and exclusive remedy, for any actual or alleged infringement by the Application Services or Documentation of a third party's Intellectual Property. This Section 8(b) shall not apply to the extent that the alleged infringement arises, in whole or in part, from (i) any modification of the Application Services or the Documentation which is not explicitly authorized by InstaMed, is made at Customer's request, or is provided by a party other than InstaMed; (ii) use of the Application Services or the Documentation other than in accordance with these Terms or any information or instructions provided in documentation provided to Customer; or (iii) combination, operation or use of the Application Services with other software, hardware or technology not provided by InstaMed.

c. To qualify for the indemnities set forth in this Section 9, the party seeking to be indemnified (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice regarding the claim such that the timing of the notice does not prejudice the Indemnifying Party's ability to defend or settle the claim and shall reasonably cooperate with the Indemnifying Party to facilitate the defense and settlement of such action. The Indemnifying Party shall have, at its sole option, sole control over the defense and settlement of any such action to which the above indemnities relate, including control over choosing and obtaining counsel. In the event that the Indemnifying Party elects to control the defense, the Indemnified Party shall have the right to be represented by, and have counsel appear, at its own expense, with respect to any such claim. The Indemnifying Party, may not, without the express prior consent of the Indemnified Party (which such consent shall not be unreasonably withheld) settle a claim, if such settlement: (i) includes any payment of monetary damages by the Indemnified Party or injunctive relief binding on the Indemnified Party, (ii) includes an admission of liability by the Indemnified Party, or (iii) does not include a release of the Indemnified Party from all further liability with respect to such claim.

d. **Limitation of Liability.** IN NO EVENT SHALL INSTAMED, BANK, HNP, OR ANY OF THEIR LICENSORS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, AFFILIATES, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "**INSTAMED PARTIES**") BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO BREACH OF WARRANTY, BREACH OF CONTRACT, INFRINGEMENT, NEGLIGENCE OR ANY OTHER CLAIMS ON ANY LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION, DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF INCOME, PROFITS OR OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF USE OF THE APPLICATION SERVICES, LOSS OF DATA, COST OF RECREATING DATA OR COST OF CAPITAL; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT APPLY TO THE EXTENT SUCH LOSS OR DAMAGE IS SOLELY CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD ON THE PART OF THE INSTAMED PARTIES. ANY CLAIM IN CONNECTION WITH A SERVICE MUST BE BROUGHT AGAINST AN INSTAMED PARTY WITHIN TWO (2) YEARS OF THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM, EXCEPT AS PROHIBITED BY LAW. INSTAMED PARTIES SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES DUE TO FRAUD OR MISTAKE OF CUSTOMER OR ANY THIRD PARTY, AND INSTAMED PARTIES SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY AS THE RESULT OF ANY INACCURATE OR INCOMPLETE INFORMATION PROVIDED BY OR ON BEHALF OF CUSTOMER TO INSTAMED. IN NO EVENT SHALL ANY INSTAMED PARTY HAVE ANY LIABILITY ARISING FROM OR IN CONNECTION WITH THESE TERMS IN EXCESS OF THE TRANSACTION FEES RECEIVED BY INSTAMED FOR HEALTHCARE TRANSACTIONS AND PAYMENT TRANSACTIONS PROCESSED DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EXCLUSIVE OF FEES AND VARIABLE COSTS INCURRED BY INSTAMED TO PROCESS TRANSACTIONS. NOTWITHSTANDING THE PROVISIONS OF THE IMMEDIATELY-PRECEDING SENTENCE, NEITHER INSTAMED, BANK NOR ANY INSTAMED PARTY SHALL HAVE ANY LIABILITY WHATSOEVER ARISING FROM OR IN CONNECTION WITH THESE TERMS WITH RESPECT TO TRANSACTIONS FROM WHICH INSTAMED DOES NOT DERIVE ANY REVENUE.

9. **Obligations and Activities Related To HIPAA.** Each party agrees to be bound by and comply with the terms of the Business Associate Agreement attached hereto as Exhibit A. The parties acknowledge and agree that Bank and Paymentech are engaged in authorizing, processing, clearing, settling, billing, transferring, reconciling, or collecting payments as a financial institution (as defined in Section 1101 of the Right to Financial Privacy Act of 1978) or are engaged in authorizing processing, clearing, settling, billing, transferring, reconciling, or collecting payments for a financial institution, and that any use or disclosure of Protected Health Information (as defined at 45 C.F.R. § 160.103) pursuant to this Agreement by Bank or Paymentech for such authorizing, processing, clearing, settling, billing, transferring, reconciling, or collecting payments is not subject to the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d et. seq., and related laws, rules, and regulations (collectively, "HIPAA").

10. **Term and Termination.**

a. **Term.** The Agreement shall become effective on the date Customer becomes a party to this Agreement and shall remain in effect until terminated by either party in accordance with the terms of the Agreement (the "Term"). Either party may terminate the Agreement, any Attachment or any Service in its sole discretion without cause by providing the other party with notice at least thirty (30) calendar days in advance of such termination. In addition to any right of termination set forth in all Attachments, InstaMed may terminate the Agreement, any Attachment or any Service at any time, effective immediately and without prior written notice, under the following circumstances:

- (1) Any information obtained by InstaMed through a credit investigation regarding Customer is unsatisfactory to InstaMed;
- (2) Any criminal act or act of fraud or dishonesty is committed by Customer, its employees, licensees, successors, agents, and/or assigns;
- (3) Breach of any provision of the Agreement by Customer;
- (4) Customer's (or any applicable guarantor's) inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction;
- (5) Customer fails to pay all amounts due to HNP (with such amounts to be debited by InstaMed at HNP's instruction) in accordance with this Agreement or a related agreement within thirty (30) calendar days (if applicable);
- (6) Customer fails to maintain sufficient funds in the Operating Account (or any applicable Reserve as provided hereafter) to cover all amounts owed by Customer under this Agreement or a related agreement (if applicable);
- (7) There is a material adverse change in the financial condition of Customer in the reasonable determination of InstaMed;
- (8) Customer exceeds the volume limitations established by InstaMed as part of the Agreement (if applicable);
- (9) Customer changes the types of goods or services provided to its customers without the prior consent of InstaMed;
- (10) There is a change in the volume, character, or method of Customer's transactions that is not satisfactory to InstaMed;
- (11) A good faith belief by InstaMed that the Customer (or any applicable guarantor) is engaged in activities that are inconsistent with InstaMed's policies, including, without limitation, the processing or transmitting of any data which includes viruses, worms, Trojan horse, spyware, back door, or other malicious code; or

- (12) A determination by InstaMed, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding.

In addition to any right of termination set forth in all Attachments, Customer may terminate the Agreement, any Attachment or any Service at any time, effective immediately and without prior written notice, under the following circumstances:

- (1) InstaMed's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction;
- (2) A determination by Customer, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding.

b. Survival. In the event of termination, all obligations of Customer incurred or existing under the Agreement prior to termination shall survive the termination. In addition, Sections 3, 4, 8, 9, 10, 11 and 12 shall survive the termination or expiration of the Agreement; provided, that, Section 4 shall survive only for a period of one (1) year following the date of termination or expiration of the Agreement.

#### 11. Fees.

a. Customer hereby authorizes InstaMed to make electronic debits, payments and other entries, including without limitation, a debit for fees and charges due from Customer to HNP, or from HNP to InstaMed due to Customer's activity, as applicable, to InstaMed (collectively, "**Entries**"), to Customer's deposit account at the depository financial institution ("**Depository**") provided to InstaMed during the initial registration (as may be modified from time to time in writing in accordance with the notice provisions in Section 12(d) below) for Services performed under the Agreement or any Attachment ("**Authorization**"). Such Entries shall be processed and settled through the automated clearinghouse ("**ACH**") system, subject to the Operating Rules (the "**ACH Rules**") of the National Automated Clearing House Association ("**NACHA**"). The Authorization shall remain in full force and effect until InstaMed receives written notice of the termination of the Authorization from Customer ("**Revocation**"), allowing InstaMed reasonable opportunity to act on it, but in no event longer than thirty (30) calendar days. Revocation will not apply to transactions initiated before the effective date of such Revocation. Customer represents and warrants that the information provided during the initial registration is complete, true and accurate in all respects and that the Customer has the authority to initiate the actions requested herein and will promptly notify InstaMed in writing of any changes to the information provided during the initial registration.

b. Pass-through charges from third parties, including, but not limited to, payment card processing assessments, interchange, ACH related fees and postage, are outside the control of InstaMed and may be changed by such third parties from time to time. As a result, InstaMed may, at any time, change the pass-through rates, fees and charges that Customer is required to pay as a result of an increase in third party costs, and InstaMed will provide HNP and Customer with reasonable notice in the event of any such change. Customer acknowledges that HNP has engaged InstaMed to manage such fees, and agrees to be obligated as set forth in this paragraph. From time to time, InstaMed may change all non-pass-through rates, fees and charges that Customer is required to pay for the services rendered pursuant to this Agreement (including any exhibit, schedule or appendix hereto). InstaMed will provide a minimum of thirty (30) calendar days' written notice to Customer of all amendments to non-pass-through rates, fees, and charges. Notice may be given on the Customer's periodic statement. All non-pass-through rates, fees, and charges will become effective for the month immediately following the month in which the notice appeared on the Customer's periodic statement.

c. Unless otherwise set forth in a schedule to this Agreement, fees for Services rendered pursuant to this Agreement will be payable on a monthly basis. InstaMed will debit such monthly fees from Customer's bank account during the first week of the immediately succeeding month. Notwithstanding the foregoing, InstaMed may require Customer to pay fees on a daily basis, with such fees to be deducted by InstaMed from Customer's bank account daily. Customer agrees to pay all rates, fees and charges, including monthly service fees and set-up fees, as specified on and in accordance with the Agreement (any exhibit, schedule or appendix hereto) or as agreed to by Customer during the

initial registration, as the case may be. Customer also agrees to pay InstaMed the amount of any fees, charges, or penalties assessed against InstaMed or Bank by Visa, MasterCard, American Express, issuer or NACHA for Customer's violation of the by-laws, rules, regulations, guidelines, policy statements or threshold requirements of such parties. If Customer does not pay sums due from Customer's activity within thirty (30) calendar days of invoicing by InstaMed or the applicable debit date, as the case may be, InstaMed, at HNP's instruction, will charge, and Customer agrees to pay, a late fee of 1.5% per month on the balance outstanding, or the maximum lawful rate, whichever is less, accruing from the original invoice date or debit date, as the case may be, for all amounts that remain due and payable by Customer to InstaMed. Should InstaMed take any action against Customer to collect sums due hereunder, Customer agrees to pay all costs associated with such collection efforts, including but not limited to reasonable attorneys' fees.

d. Any applicable sales tax, value added tax, use tax, duty, tariffs, levies or other governmental charge arising from the sale, export, import or use of Application Services (other than taxes levied on the income of InstaMed) or the provision of services by InstaMed to Customer and any related interest and penalties resulting from any payments made under this Agreement shall be the responsibility of Customer and shall be paid by Customer in the ordinary course and on a timely basis. InstaMed is not obligated to, and will not, determine whether taxes apply, or calculate, collect, report or remit any taxes to any tax authority arising from Customer's use of the Application Services. Customer agrees and understands that InstaMed or its designee will provide information reporting to the Internal Revenue Services and applicable state treasurers for all reportable payment transactions of Customer as defined in Internal Revenue Code § 6050W. If necessary, InstaMed or its designee will conduct backup withholding on the revenue generated by the reportable payment transactions of the Customer.

**12. Miscellaneous.**

a. **Assignment.** The Agreement and any licenses granted herein, which are personal to Customer, may not be sold, assigned, subcontracted, sub-licensed or otherwise transferred by Customer (each, a "Transfer") without the prior written consent of InstaMed. Any attempted Transfer without such consent shall be void. If InstaMed consents to a Transfer, the Agreement shall be binding on Customer's successors and assigns. InstaMed or the Bank can, at any time, assign or transfer this Agreement, in whole or in part, or any or all of its respective rights and obligations under this Agreement to any third party, including, without limitation, any affiliates or third parties in connection with a combination, merger, sale, divestiture or similar transaction involving InstaMed or the Bank, as the case may be.

b. **Relationship of Parties.** In making and performing the Agreement, the parties act and shall act at all times as independent contractors, and nothing contained herein shall be construed or implied to create an agency, association, partnership or joint venture between the parties. Except for pass-through charges permitted under this Agreement, at no time shall either party make commitments or incur any charges or expenses for or in the name of the other party.

c. **Force Majeure.** InstaMed Parties shall not be liable for any loss or damage, expense or liability of any nature to Customer for its failure or delay in performance due in whole or in part to any cause beyond the reasonable control of the InstaMed Parties or their contractors, agents, affiliates, advisors or suppliers, including, but not limited to, act of God, act of governmental or other authority, de jure or de facto, legal constraint, civil or labor disturbance, fraud or forgery (other than on the part of InstaMed Parties), war, terrorism, pandemic, sabotage, catastrophe, natural disaster, fire, flood or electrical, computer, mechanical or telecommunications failure or malfunction, including inability to obtain or interruption of communications facilities, or failure of any agent or correspondent, or unavailability or failure of or the effect of rules or operations of a payment or funds transfer system.

d. **Notice.** Except for notices provided by InstaMed to Customer on the Customer Statement, all notices, requests, demands or other instruments, which may be or are required to be given by any party herein, shall be in writing and each shall be deemed to have been properly given (i) three (3) business days after being sent by certified mail, return receipt requested or (ii) upon delivery by a nationally-recognized overnight delivery service to the addresses listed herein for the respective parties. In addition, InstaMed may give notice to Customer by email sent to the email address provided to InstaMed during the initial registration, and notice by email shall be deemed to have been properly given one (1) business day after being sent. Notices shall be addressed as follows:

If to InstaMed:

If to Customer:



InstaMed Communications, LLC    At the Address provided to InstaMed  
1880 JFK Blvd., 12th Floor    during the initial registration  
Philadelphia, PA 19103  
Attn: Legal Department

Any party may change the address to which subsequent notices are to be sent by notice to the other Parties given as set forth above or, in the case of InstaMed, by posting its new address at [www.instamed.com](http://www.instamed.com) for a period of no less than thirty (30) calendar days. InstaMed or Customer, at its sole discretion, may make and retain recordings of telephone conversations between Customer and InstaMed for the purposes of ensuring compliance with their respective legal and regulatory obligations and internal policies. Each party shall notify and obtain their employees' consent to such recording and monitoring if required by applicable law.

e. Governing Law, Jurisdiction, Venue, and Jury Waiver. The Agreement, and all matters arising out of or related thereto including, but not limited to, the validity, interpretation and enforcement of this Agreement, shall be governed and construed in accordance with the laws of the State of New York, United States of America, without giving effect to any conflict of laws principles, provisions or rules (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the federal or state courts situated within the City of New York, New York for the purpose of any suit, action or other proceeding arising out of or related thereto including, but not limited to, the validity, interpretation and enforcement of this Agreement. In the event any party at any time does not maintain a location or a registered agent for service of process in the State of New York, that party hereby appoints the Secretary of the State of New York as its agent for service of process; provided, however, the party bringing an action shall deliver to the other party in accordance with the notice requirements of the Agreement a copy of any such service of process made upon the Secretary of the State of New York. The parties hereby consent that service of process in any action, suit, or proceeding may be made by service upon the aforesaid agent for service of process (in the case of service to be made upon a party not located within the State of New York), by personal service upon the party being served, or by delivery in accordance with the notice requirements of the Agreement. The parties hereby waive their respective rights to a trial by jury. Any suit, action or other proceeding arising herein or any portion of it, will not be consolidated with any other suit, action or proceeding and will not be conducted on a class-wide or class action basis.

f. Severability. If any provision of the Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of the Agreement shall be valid and enforced to the fullest extent of the law.

g. Waiver and Amendment. InstaMed may amend or modify this Agreement, and any such amendment or modification will be effective and binding on Customer, upon the earlier of (1) when posted to InstaMed's website and (2) when delivered to the other parties in accordance with the notice provisions in Section 12(d) of the Agreement (Notice). Customer accepts the responsibility of a continuing review of the content of InstaMed's website to determine whether any amendments or modifications have occurred. Customer's continued use of Services after the effective date of any such amendment or modification shall signify Customer's acceptance of, and agreement to, abide by the terms and conditions contained in any such amendment or modification. The parties hereto agree not to contest the validity of the Agreement under the provisions of any applicable law requiring documents to be in writing and signed by the party to be bound thereby. Each party agrees that the Agreement shall be amended as necessary to comply with law. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced. Without limiting the foregoing, Customer additionally agrees that the act of "clicking" its approval (or any similar act which has the same effect) – with respect to any terms InstaMed may deliver, make available and/or make accessible via electronic means and channels (including, without limitation, by posting on InstaMed's website) – will be evidence of Customer's acceptance of such terms to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such terms. InstaMed may waive any provision of this Agreement, but such waiver shall only be effective if in writing and shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Agreement. Any such waiver shall not affect the InstaMed Parties' right to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions

of the Agreement. The rights and remedies in the Agreement are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

h. Specific Enforcement. The parties agree that in the event of a breach or threatened breach of the licenses set forth in Section 2 hereof by Customer or the covenants set forth in Sections 4 and 9 (Business Associate Agreement) hereof by either party hereto, the non-breaching party will be entitled to seek from any court of competent jurisdiction preliminary and permanent injunctive relief, which remedy will be cumulative and in addition to any other rights and remedies to which the non-breaching party may be entitled, without necessity of posting bond or other security. Each party acknowledges that its breach of any of the provisions of Sections 2, 4 or 9 would result in immediate and irreparable injury to the other party.

i. Publicity Reference. InstaMed may include Customer in its general listing of customers, reference lists, press releases, success stories and other marketing materials (including such materials of InstaMed's affiliates).

j. Complete Agreement. The Agreement, which includes the Attachments, constitutes the complete Agreement between the parties and supersedes all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof.

k. Headings and Interpretation. Section and subsection headings are for convenience only and shall not affect the meaning of the Agreement. Words in the singular import the plural and vice versa. The term "including" shall in all cases mean "including without limitation" unless otherwise indicated. The term "affiliates" shall mean with respect to any entity, an entity, whether directly or indirectly, that controls, is controlled by, or is under common control with that entity. The term "applicable laws" or similar terms shall mean any law, statute, order, decree, rule, injunction, license, consent, approval, agreement, guideline, circular or regulation of a government authority. The term "business day" shall mean a day other than a Saturday, Sunday, or other day on which banks in the United States are authorized or required by law to be closed.

l. Offshoring. Subject to applicable laws, processing of Customer information (including Confidential Information) may be performed by an affiliate of InstaMed, including affiliates, branches and units located in any country in which InstaMed or Bank conducts business or has a service provider. In addition, InstaMed may perform certain services and functions outside the United States that are indirect, ancillary, redundant back-up, back office, exception processing or services that are incidental to the performance of this Agreement. Customer authorizes InstaMed to transfer Customer information (including Confidential Information) to such affiliates, branches and units at such locations as InstaMed deems appropriate. For business resiliency purposes and disaster recovery services, subject to InstaMed's cybersecurity and privacy policies, certain services and functions may be performed outside of the United States. InstaMed reserves the right to store, access, view or process any data wherever it deems appropriate for the services InstaMed provides.

m. Know Your Customer. In order to reduce the risk of the occurrence of fraudulent or other illegal activity and to prevent the funding of terrorism and money-laundering activities, InstaMed may request Customer's name, address, date of birth (for natural persons) and/or other information and documents that will identify the Customer. InstaMed may also request and obtain certain information regarding Customer's organization, business and customers, and, to the extent applicable, authorized signers of Customer, beneficial owner(s) of Customer, Customer's customers, and their beneficial owners, including relevant natural or legal persons. Customer agrees to procure and furnish the same to InstaMed in a timely manner. Any information and/or documentation furnished by the Customer is the sole responsibility of the Customer, and InstaMed is entitled to rely on the information and/or documentation without making any verification whatsoever. Customer represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise InstaMed promptly of any changes and, except as prohibited by applicable law, Customer agrees to provide complete responses to InstaMed's requests within the timeframes specified. Notwithstanding the preceding sentences, all information and/or documentation provided by Customer to InstaMed, including during the initial registration is subject to further verification and review, including through the use of government websites and other publicly available resources. In addition to the foregoing, Customer authorizes InstaMed or its agents to investigate the background and personal credit history of any of the principals associated with Customer's business, and if Customer is an individual, then Customer, from time to time, and to obtain a business report on Customer's business from Dunn & Bradstreet or any company providing a similar service. In the event any of such information is not verified as truthful, accurate and

complete, or such information is unsatisfactory as determined in InstaMed's sole discretion, InstaMed may terminate the Agreement immediately. InstaMed may report any information that it suspects is related to a violation of any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect the InstaMed network, other customers, and other participants, or to ensure the integrity and operation of the InstaMed network, InstaMed may access and disclose any information it considers necessary or appropriate, including without limitation, Customer contact information. Customer hereby consents to such access and disclosure of information.

n. Attorneys' Fees. If InstaMed takes legal action against Customer for any amounts due to InstaMed or in connection with the enforcement of InstaMed's rights hereunder, Customer shall pay reasonable costs and attorneys' fees incurred by InstaMed and its affiliates, whether suit is commenced or not, in connection with such legal action. Attorneys' fees are due whether or not an attorney is an employee of InstaMed or its affiliates.

o. Hardware. Except as set forth below: (a) during the thirty (30) calendar day period after Customer's receipt of a hardware device, Customer may return such device and receive a full refund; (b) during the ninety (90) calendar day period after Customer's receipt of a hardware device, if the device fails to perform in accordance with published specifications, Customer may return such device and InstaMed will, at its option, either repair or replace such device at no additional charge; and (c) during the one (1) year period after Customer's receipt of a hardware device, if the device fails to perform in accordance with published specifications, Customer may return such device and InstaMed will, at its option, either repair or replace such device at no additional charge to Customer other than InstaMed's shipping costs associated with the return and replacement of such device. If InstaMed does not receive from Customer a hardware device subject to replacement ("**Replaced Hardware**") within thirty (30) calendar days following the shipment date of the device that is to be substituted for the Replaced Hardware, Customer agrees to promptly pay InstaMed, upon request, up to the full amount of Customer's original purchase price for the Replaced Hardware. InstaMed will not repair or replace, or issue a refund, if a returned hardware device is damaged as a result of an accident, disaster, unreasonable use, misuse, abuse, negligence or modification of the device. InstaMed reserves the right to examine returned devices in order to determine whether the foregoing warranty is applicable, which determination shall be made in InstaMed's sole discretion. InstaMed makes no other warranties, express or implied, and disclaims any warranty, including any warranty of merchantability or fitness for a particular purpose, in regard to the hardware devices purchased by Customer from InstaMed. If Customer selects the "Plus" option for device ordering during the initial registration: (1) the reference to "one (1) year" in clause (c) of this Section 12(o) is replaced with "three (3) years", and (2) InstaMed will use commercially reasonable efforts to deliver replacement devices to the Customer's original shipping location within one (1) business day of ordering if the order is placed by 2:00 PM ET on the prior business day.

p. Settlement Services. To the extent funds are received by or through the Services for transmission to Customer, Bank – and not InstaMed – actually receives and conducts the settlement of such funds to Customer and is the party with sole responsibility for such settlement of funds to Customer (the "**Settlement Services**"). In connection with the Settlement Services, InstaMed does not at any point (1) hold, own or control funds, (2) transmit money or monetary value, (3) actually or constructively receive, take possession of or hold any money or monetary value for transmission, and (4) advertise, solicit or hold itself out as receiving money for transmission.

q. Additional InstaMed Services. If Customer elects to purchase additional Services after entering into this Agreement, Customer may be required to complete additional paperwork in connection with the purchase of such additional Services, either online or on paper. All documents signed by Customer during the initial registration for such Services shall be incorporated into the Agreement, including pricing, when created or when such becomes applicable.

r. Security. InstaMed has implemented technical and organizational measures designed to secure Customer's personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, InstaMed cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Customer's personal information for improper purposes. If Customer discovers a security-related issue, including any unauthorized use of Customer's access credentials or the Services, Customer will inform InstaMed of the issue promptly by contacting InstaMed Customer Service.

s. Internet Services; Notice of Claims. Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents, advisors or other persons accessing any Service by or behalf of Customer of their obligations under the Agreement and (ii) to provide InstaMed with all information reasonably necessary to setup and provide Services for Customer.

t. Electronic Copies. InstaMed may retain copies (paper, electronic or otherwise) of any documents or items relating to this Agreement or the Services in a form preserving an image of any such documents, including signatures, or business record and discard the original documents. Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including objections arising from InstaMed's role or acquiescence in the destruction of the originals.

u. Third Party Beneficiary. To ensure that Customer performs its obligations in the Agreement, Bank and Paymentech (an affiliate of Bank) each maintain the right to enforce the Agreement in the event InstaMed is either unwilling or unable to do so. Therefore, Bank and Paymentech are intended beneficiaries of the Agreement and, upon notice to Customer, Bank and Paymentech each may enforce the rights granted to InstaMed or Bank or Paymentech, LLC, as the case may be, under this Agreement. Neither Bank nor Paymentech shall be required to perform the specific obligations of InstaMed at any time, and Customer must look solely to InstaMed for such performance.

v. Commissions and Rebates. In connection with the provision of any Services by InstaMed, Bank and Paymentech, LLC to the Customer, InstaMed, Bank or Paymentech may from time to time receive commission, rebate or similar payments from other banks or third parties.

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## EXHIBIT A

### OBLIGATIONS AND ACTIVITIES RELATED TO HIPAA/HITECH

#### (BUSINESS ASSOCIATE AGREEMENT)

1. **Background.** Customer, HNP, and InstaMed are parties to the Agreement, pursuant to which InstaMed may create, receive, maintain, or transmit PHI on behalf of the Customer, and Customer seeks to receive satisfactory assurances regarding the protection of Protected Health Information (“PHI”) as set forth in 45 CFR 164.314(a) and 164.504(e) of the Health Insurance and Portability and Accountability Act of 1996, Public Law 104-191 and the rules and regulations promulgated thereunder (as amended from time-to-time including, without limitation, the amendments enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 and titled as the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) and the HIPAA Omnibus Rule amendments, 78 Fed. Reg. 5566 (Jan. 25, 2013)) (collectively “HIPAA”). Capitalized terms used herein but not otherwise defined shall have the meaning set forth in HIPAA. PHI shall have the meaning set forth in HIPAA, limited to information that InstaMed creates, receives, maintains, or transmits on behalf of the Customer. If a term in the Agreement conflicts or is otherwise inconsistent with a term in this Business Associate Agreement, the provisions of this Business Associate Agreement will prevail with respect to the subject matter hereof. This Business Associate Agreement and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA.

#### 2. **Obligations and Activities of InstaMed.**

a. InstaMed may use or disclose PHI: (i) as reasonably necessary to provide the Services described in the Agreement, and to undertake other activities of InstaMed permitted or required to satisfy its obligations under the Agreement so long as such uses or disclosures would not violate the requirements of the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 164 Subpart E (the “Privacy Rule”), if done by Customer; (ii) as Required by Law; (iii) for the proper management and administration of InstaMed and to carry out the legal and compliance responsibilities of InstaMed (provided, that such use or disclosure is Required by Law or InstaMed obtains reasonable assurances from any such third party to which PHI is disclosed that the PHI will be held confidential as provided under the Business Associate Agreement, will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party, and that such third party shall notify InstaMed promptly of any breach of the confidentiality of the PHI, to the extent it has knowledge of such breach); and (iv) to report violations of law to appropriate Federal and State authorities. InstaMed will not use or disclose PHI other than as permitted or required by this Business Associate Agreement or Required by Law.

b. InstaMed will: (i) use reasonable and appropriate safeguards and comply, where applicable, with the HIPAA Security Standards for Protection of Electronic Protected Health Information, 45 CFR Part 164 Subpart C, to prevent use or disclosure of PHI other than as provided for by the Agreement or this Business Associate Agreement; and (ii) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, which it creates, receives, maintains or transmits on behalf of Customer.

c. InstaMed shall take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to InstaMed of a use or disclosure of PHI by InstaMed or its agents or subcontractors in violation of this Business Associate Agreement.

d. In accordance with 45 CFR §164.502(e)(1)(ii), InstaMed will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of InstaMed agree to the same, similar, or more stringent restrictions and conditions that apply through this Business Associate Agreement to InstaMed with respect to such information.

e. InstaMed shall promptly report to Customer: (i) any use or disclosure of PHI not provided for by this Business Associate Agreement of which InstaMed has actual knowledge; and (ii) any Security Incident of which it has actual knowledge, except that this section serves as proactive notice, and no further reporting shall be required, of unsuccessful attempts at unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

f. InstaMed shall report to Customer any Breach of Unsecured PHI without unreasonable delay, in accordance with 45 C.F.R. § 164.410(b), after discovery of the Breach (except where a law enforcement official determines that such reporting would impede an investigation or cause damage to national security) as required by 45 CFR 164.410. The reporting required under this section shall include, to the extent practicable; (i) information that identifies the individual(s) whose Unsecured PHI has been or is reasonably believed by InstaMed to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened; (iii) a description of the Unsecured PHI involved in the Breach; (iv) steps that the individual(s) could take to protect him/herself from potential harm; and (v) a brief description of steps taken by InstaMed to investigate, mitigate or protect against the Breach.

g. To the extent applicable, InstaMed shall provide PHI contained in a Designated Record Set held by InstaMed (that is not duplicative of PHI in possession of Customer) to Customer and incorporate amendments or statements provided by Customer in order for Customer to meet the requirements under 45 CFR §164.524 or 45 CFR §164.526, as applicable. If any Individual requests access to his or her PHI directly from InstaMed, InstaMed shall forward such request to Customer so that Customer can comply with the request. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of the Customer.

h. InstaMed shall document disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI or access report in accordance with 45 CFR § 164.528. InstaMed shall provide to Customer, within a timeframe mutually agreed to by Customer and InstaMed, information collected in accordance with this section, to permit Customer to respond to a request by an Individual for an accounting of disclosures of PHI or access report in accordance with 45 CFR § 164.528. Nothing in this section shall require InstaMed to maintain or provide an access report unless 45 CFR § 164.528 is amended to require such an access report. If any Individual requests access to the foregoing information directly from InstaMed, InstaMed shall forward such request to Customer so that Customer can comply with the request.

i. InstaMed agrees to make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by InstaMed on behalf of Customer available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Customer's compliance with the Privacy Rule. Nothing in this section shall be construed as a waiver of any legal privilege or of any protections for trade secrets or confidential commercial information.

### **3. Obligations of Customer.**

a. Customer shall not request InstaMed to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Customer.

b. Customer shall: (i) notify InstaMed of any limitations in Customer's notice of privacy practices in accordance with 45 CFR § 164.520, if such limitations may affect InstaMed's use or disclosure of PHI; (ii) provide InstaMed with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes may affect InstaMed's use or disclosure of PHI, upon Customer becoming aware of such changes; and (iii) immediately notify InstaMed of any restriction to the use or disclosure of PHI agreed to by Customer in accordance with 45 CFR § 164.522, to the extent such restriction may affect InstaMed's use or disclosure of PHI. None of the foregoing limitations, changes, revocations, permissions or restrictions shall be applicable to InstaMed until InstaMed has had a reasonable period of time following actual notice to implement the same.

### **4. Termination.**

a. This Business Associate Agreement may be terminated by a party if the other party materially breaches its obligations under this Business Associate Agreement and fails to cure such breach within thirty (30) days after receipt of such notice.

b. Upon termination of this Business Associate Agreement for any reason, InstaMed will return or destroy all PHI. InstaMed shall not retain any copies of the PHI. However, to the extent that InstaMed determines that it is infeasible for InstaMed to return or destroy any PHI, InstaMed shall notify Customer in writing of the conditions that make return or destruction infeasible. For any PHI for which return or destruction is infeasible, InstaMed will

continue to extend the protections hereunder to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as InstaMed maintains such PHI. If InstaMed elects to destroy all PHI, it shall, if requested in writing by Customer, certify in writing to Customer that such PHI has been destroyed. The terms of this section shall survive the expiration or termination of this Business Associate Agreement.

5. **Liability.** Each party's respective liability to the other party under this Business Associate Agreement shall be subject to any limits of liability as set forth in the Agreement, and in no event shall either party be liable to the other party under this Business Associate Agreement for any indirect, special, consequential, exemplary, punitive or like damages, even if such party is advised of the possibility of such damages, and regardless of the form of action. The terms of this Section 5 shall survive the termination or expiration of this Business Associate Agreement.

6. **Amendment to Comply with Law.** The parties agree to take such action as is necessary to comply with and implement the standards and requirements of HIPAA (including, without limitation, the prompt amendment of this Business Associate Agreement).

7. **Miscellaneous.** No third party will be deemed to be an intended or unintended third party beneficiary of this Business Associate Agreement and nothing express or implied herein intended to confer, nor shall anything herein confer, upon any person or entity other than Customer or InstaMed and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.



## EXHIBIT B

### Additional Terms for Payment Solutions – General

1. **Overview.** InstaMed provides the Payment Transaction Services to Customer as an independent contractor to HNP to facilitate receipt by Customer of payments by card and bank transfer. These transactions are between Customer and persons who pay them ("**Purchasers**"). None of InstaMed, Paymentech, LLC, Bank or any of their affiliates, or HNP, are a party to these transactions. Customer has entered into a written agreement with HNP regarding the licensing of, and enrollment for the use of, Payment Solutions, pricing, billing, and collections of payments by Card, and HNP utilizes InstaMed to perform certain services as described in this Exhibit B. Customer acknowledges and agrees that HNP is solely responsible for those pricing, billing, and collections activities, and further agrees that InstaMed is authorized to perform the services described in this Agreement.

a. **Card Payments.** For payments by card, InstaMed initiates the payment process by providing information to Paymentech, LLC, a Delaware limited liability company ("**Paymentech**"). Paymentech is a subsidiary of Bank, which is a member of Visa U.S.A., Inc., Visa International ("**Visa**"), MasterCard International Incorporated ("**MasterCard**"), American Express Travel Related Services Company Inc. ("**American Express**"), Chase Pay, or other payment card networks, associations, or companies (collectively, the "**Card Networks**"). Paymentech in its capacity as an authorized processor of transactions and Bank in its capacity as a member of several Card Networks are referred to collectively as the "**Bank**". The Bank is obligated to pay Customers under both (i) the provisions of its agreement with InstaMed, and (ii) the by-laws, operating regulations and all other rules, policies and procedures of the Card Networks as in effect from time to time (the "**Card Network Rules**"), that make the Bank responsible for settling with Customer.

b. **Bank Transfer Payments.** For payments by bank transfer, InstaMed initiates the payment process by providing information and instructions to Bank to originate payments through the ACH system in accordance with all applicable laws, regulations and the ACH Rules, each as in effect from time to time.

#### 2. **Registration for Payment Solutions.**

a. InstaMed asks Customers for additional information to identify each Customer that registers for Payment Transaction Services, such as street address, telephone number, tax identification number (such as Social Security Number), date of birth and beneficial ownership information (where applicable). Customer agrees to provide supplemental documentation upon request (including but not limited to articles of incorporation, passports, driver's license or a business license). Customer agrees that the identity information provided is complete and accurate to the best of Customer's knowledge and authorizes InstaMed, directly or through third parties, to make inquiries or verify that this information is accurate (for example, through social media or third-party databases). Customer specifically authorizes InstaMed to obtain business credit reports from time to time and use them in connection with establishing and maintaining the Payment Transaction Services for Customer. Customer agrees to promptly notify InstaMed if there are any significant changes to the nature of Customer's business (including changes to any trade name(s)), product lines or services or in the event any person or entity acquires any beneficial ownership interest in Customer which exceeds twenty-five percent (25%). Customer must provide InstaMed and HNP accurate and complete information, such as a bank account to which InstaMed will settle payments. Customer is responsible for notifying InstaMed and HNP if any such information requires an update. If Customer does not provide or update any such information, InstaMed may terminate the Payment Solutions. Neither the Bank nor InstaMed will have any liability to Customer for Customer's inability to accept payments or for refunds pursuant to this paragraph.

b. To help prevent the funding of terrorism and money laundering activities, federal law and internal policies require InstaMed to obtain, verify, and record information that identifies each person who opens an account. In order to comply with these requirements, InstaMed will ask for Customer's business name, physical address, and government identification number in order to verify Customer's identity.

3. **Prohibited Activities.** By registering for Payment Solutions, Customer confirms that it will not accept payments or use the Service in connection with the activities, items or services set forth at the following link:

<https://www.instamed.com/pdfs/prohibited-activities-JPM.pdf>. Please contact support@instamed.com if Customer has questions about whether these categories apply to Customer's use of the Payment Solutions.

**4. Responsibilities.**

a. InstaMed, at HNP's instruction, collects, analyzes and relays information generated in connection with payments between Customer and Purchasers. Customer authorizes InstaMed to provide this information to the Bank in order for the Bank to facilitate payments from Purchasers to Customer through the Card Networks or ACH networks, as applicable. The Bank – and not InstaMed or HNP – actually conducts the settlement of card transactions and ACH transactions to Customers. Neither HNP nor InstaMed does at any point hold, own or control funds in connection with the Payment Transaction Services, nor does HNP or InstaMed transmit money or monetary value. In connection with the Payment Transaction Services, neither HNP nor InstaMed actually or constructively receives, takes possession of or holds any money or monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. The Bank is the party with sole responsibility for conducting the settlement of funds between Purchasers and Customer.

b. InstaMed has entered into an agreement with the Bank. Customer is not a third-party beneficiary of that agreement. Each of the Card Networks is a third-party beneficiary of this Agreement and has beneficiary rights, but not obligations, and may enforce this Agreement against Customer. Some of the Card Networks (primarily, American Express) may require a direct agreement with Customer. If Customer is required to enter into such an agreement and declines to do so, InstaMed may suspend or terminate the Payment Solutions.

c. Customer acknowledges that, if Customer receives payments from American Express exceeding the threshold specified by American Express, Customer will be converted to a direct card acceptance relationship with American Express and, upon conversion, Customer will be bound by the then-current American Express Card acceptance agreement, and American Express will set the discount and other fees payable by Customer for American Express Card acceptance.

d. Certain Card Networks require that Customer must enter into a direct relationship with the Bank in certain circumstances. Customer agrees to be bound by the Commercial Entity Agreement set forth in Exhibit B-1 to this Agreement if it applies to Customer. The Commercial Entity Agreement applies to Customer if, for example, Customer receives payments from any Card Network exceeding the threshold specified by that Card Network. By agreeing to this Agreement (by "click through" or otherwise), Customer also agrees to the terms and conditions of the Commercial Entity Agreement, which constitutes a legal binding contract between Customer, on the one hand, and Paymentech, LLC and JPMorgan Chase Bank, N.A., on the other hand.

e. Customer must abide by the applicable Card Network Rules and ACH Rules.

f. Notwithstanding InstaMed's assistance in understanding the Card Network Rules and ACH Rules, Customer expressly acknowledges and agrees that Customer is assuming the risk of compliance with all provisions of the Card Network Rules and ACH Rules, regardless of whether Customer has possession of those provisions. Customer agrees to reimburse InstaMed, HNP and the Bank for all fines, fees, penalties, liabilities, or other charges or assessments by a Card Network, NACHA or other payment networks relating to Customer's actions or Customer's transactions ("**Payment Network Liabilities**"). The Card Networks make excerpts of their respective Card Network Rules available on their websites (including [usa.visa.com](http://usa.visa.com), [www.mastercard.com](http://www.mastercard.com), [www.americanexpress.com](http://www.americanexpress.com) and [www.discover.com](http://www.discover.com)). Exhibit B-2 to this Agreement sets forth certain specific requirements of the American Express Customer Regulations, US.

**5. ACH Authorization.**

a. If Customer is receiving payments by bank transfer, Customer authorizes the Bank to initiate ACH Entries to each bank account that Customer designates and to initiate adjustments for any transactions credited or debited in error. Customer agrees to be bound by the ACH Rules and to comply with all applicable laws in authorizing, instructing and receiving all such ACH Entries. Customer's authorization will remain in full force and effect until Customer notifies InstaMed that Customer revoked authorization by contacting InstaMed Customer Support or by terminating the Payment Transaction Services. Customer understands that InstaMed requires a reasonable time to act on Customer's revocation, not to exceed thirty (30) calendar days.

b. Customer authorizes the Bank to hold, receive, disburse and settle funds on Customer's behalf. Customer's authorization permits the Bank to generate a paper draft, a transfer or withdrawal of funds using the ACH system or other electronic funds transfer to process each payment transaction that Customer authorizes. Subject to this Agreement, Customer also authorizes the Bank to debit or credit any bank account or other payment instrument that Customer links to the Payment Transaction Services, to initiate adjustments for any transactions credited or debited in error, as well as for chargebacks, reversals, or claims in accordance with this Agreement, the Card Network Rules and ACH Rules.

c. If Customer has registered for InstaMed's Payer Payments solution, Customer will receive claim payments as bank transfers (each, a "Payer Payment") and electronic remittance advice ("ERA") from participating health plans, health insurance companies, third-party administrators, preferred provider organizations, Medicaid providers, Medicare providers and other organizations that deliver claim payments to healthcare providers (collectively, "Payers") on the InstaMed network. The list of the Payers (the "Payer List") can be found at <https://www.instamed.com/providers/payer-payments/payer-list/>. Payers may be added or removed from the Payer List by InstaMed from time to time and Customer is responsible for reviewing the list while it is receiving Payer Payments. Customer agrees that InstaMed may share information about such Customer with a Payer in order to deliver the Payer Payments solution, minimize against fraud, waste and abuse and respond to criminal, civil and regulatory proceedings. As mandated by the Phase III CORE 370 EFT & ERA Reassociation (CCD+/835) Rule, Requirement 4.1, Customer must proactively contact its financial institutions in order to access the bank transfer trace number for a Payer Payment and other minimum data elements necessary to reassociate the Payer Payment with the ERA.

#### 6. Accepted Forms of Payment.

a. Payment Solutions support most domestic credit, debit, prepaid or gift cards with a Visa, MasterCard, American Express or Discover logo. In addition, the Payment Solutions support most international cards with these logos. InstaMed may add or remove support for certain payment cards at any time without prior notice. InstaMed may elect only to process cards that receive an authorization from the applicable issuer. Customer agrees to accept all of the cards issued by Card Networks that the Payment Solutions support in accordance with the terms of this Agreement.

b. The Payment Solutions also support payments via ACH from Purchasers with a US bank account to merchants with a US bank account.

c. In the event that the Payment Solutions support payments via Apple Pay to merchants in the U.S., the Apple Pay Platform Web Merchant Terms and Conditions apply (which can currently be found at <http://developer.apple.com/terms/apple-pay-web/>), and Customer agrees to be bound by them. In addition, the terms of use located at <https://payments.developers.google.com/terms/sellertos> apply whenever the Payment Solutions support payments via Google Pay to merchants in the United States.

#### 7. Sharing Information.

a. InstaMed may share some or all of the information about Customer and Customer's transactions with the Bank, the Card Networks, HNP, NACHA and our other service providers (and their respective affiliates, agents, subcontractors, and employees), who may use this information to perform their obligations under their agreements with InstaMed or Customer, respectively, to operate and promote their respective networks, to perform analytics and create reports, to prevent fraud, and for any other lawful purpose. American Express and other Card Networks may use Customer's name, address, and website address (URL) in any media from time to time. At any time, InstaMed, the Bank, the Card Networks or our other service providers may conclude that Customer will not be permitted to use the Service.

b. Customer agrees that InstaMed is permitted to contact and share information about Customer and the Payment Transaction Services with the Bank, the Card Networks, HNP, NACHA, other financial institutions, examiners and other regulators, including tax authorities, law enforcement agencies, courts of competent jurisdiction or other official bodies, anywhere in the world. This includes sharing information (i) about Customer's transactions for regulatory or compliance purposes, (ii) for use in connection with the management and maintenance of the Payment Transaction Services, (iii) to create and update their customer records about Customer and to assist them in better

serving Customer, (iv) for use in connection with their agreement with us, to operate and promote their business, perform analytics and create reports, and for any other lawful business purpose, and (v) to conduct risk management.

**8. Settlement.**

a. Subject to any Reserve imposed under Section 9 below, the Bank will settle funds to the Customer's bank account or other payment instrument according to the schedule established at the time of the implementation of the Payment Solutions, and subject to applicable laws and payment system rules. If the Bank cannot transfer the funds to the Customer's bank account or other payment instrument (due to inaccurate or obsolete bank account information entered by the Customer, or for any other reason), the Bank may return the transactions, refund the funds to the Purchaser(s) or escheat them in accordance with applicable law. Neither the Bank, InstaMed, nor any Purchaser will have any liability to Customer for funds so returned, refunded or escheated.

b. Settlements to a bank account or other payment instrument may be limited or delayed based on Customer's perceived risk and history with InstaMed or HNP. Should HNP, InstaMed or the Bank need to conduct an investigation or resolve any pending dispute related to Customer's use of the Payment Solutions, the Bank may defer settlement or restrict access to Customer's funds for the entire time it takes Bank to do so. The Bank may also defer settlement or restrict access to Customer's funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity. InstaMed, HNP, or Bank may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("**Legal Order**"). InstaMed or HNP may instruct the Bank to deliver or hold any funds or any information as required under such Legal Order. Neither InstaMed nor the Bank is responsible for any losses that HNP or Customer may incur as a result of InstaMed or Bank's response or compliance with a Legal Order.

c. If InstaMed or the Bank suspects future chargebacks or disputes as a result of transactions processed by Customer, the Bank may defer settlement and/or restrict access to Customer's funds until InstaMed and the Bank reasonably believe, in their respective sole discretion, that the risk of receiving a chargeback or dispute has passed. All settlements to Customer, including any settlements to Customer made pursuant to an agreement between Customer and HNP, are subject to review for risk and compliance purposes and can be delayed or postponed at InstaMed's or the Bank's respective sole discretion.

9. **Reserve.** At any time and from time to time, the Bank may temporarily suspend or delay payments to Customer and/or require a Reserve (as hereafter defined) to protect InstaMed and the Bank against the risks from Customer using the Payment Solutions, including any Customer use of Payment Solutions pursuant to an agreement between Customer and HNP, including chargebacks, refunds and Payment Network Liabilities (as defined in Section 4(f) above). A "**Reserve**" is funds the Bank may withhold from Customer or require Customer to pay or obtain from any bank account or other funding source associated with the Payment Transaction Services and which the Bank maintains to protect InstaMed and the Bank against a risk that InstaMed or the Bank reasonably anticipate. InstaMed will notify Customer of the amount of any required Reserve, which InstaMed and the Bank will determine in good faith. The Bank will hold and control any required Reserve. The Reserve will not bear interest, and the Bank can commingle the Reserve with other funds. Customer has no interest in any Reserve other than a contingent right to receive any unused funds. The Bank may periodically increase Customer's required Reserve or return Reserve funds no longer needed to manage Customer's risk. When InstaMed and the Bank decide a Reserve is no longer needed, the Bank will return all unused Reserve funds to Customer. The right to require a Reserve will survive termination of this Agreement. This means that this section will remain in force even if Customer, HNP, or InstaMed terminates the Agreement. Customer and HNP agree to be bound by any determination regarding a Reserve made by Bank in accordance with this section.

**10. Cardholder Data Security.**

a. "**Cardholder Data**" is information associated with a payment card, such as account number, expiration date and CVV2. InstaMed will comply with the Payment Card Industry Data Security Standards ("**PCI DSS**") to the extent InstaMed possesses or otherwise stores, processes, or transmits Cardholder Data on Customer's behalf, or to the extent InstaMed could impact the security of Customer's Cardholder Data environment. InstaMed is a validated PCI Level 1 Service Provider and so is qualified to handle Cardholder Data in connection with the Payment Solutions.

b. If Customer handles, transmits or stores any Cardholder Data in connection with Customer's use of the Payment Solutions, Customer agrees to comply at all times with PCI DSS. Further, Customer agrees to certify such compliance and provide documentation in accordance with Card Network Rules, or when asked by InstaMed to do so. Customer also agrees that Customer will use only PCI DSS compliant service providers in connection with the storage, processing or transmission of Cardholder Data.

c. Customer is fully responsible for the security of data (including but not limited to Cardholder Data) on Customer's website or otherwise in Customer's possession or control. Customer agrees to comply with all applicable laws, Card Network Rules and ACH Rules in connection with Customer's collection, security and dissemination of any personal, financial, or transaction information.

11. **Refunds and Returns.** Customer agrees to process returns of, and provide refunds and adjustments for, goods or services through the Payment Solutions in accordance with this Agreement, the Card Network Rules and the ACH Rules.

12. **Customer Liability for Chargebacks and Reversals.** The amount of a payment may be charged back to HNP if (a) it is disputed by a Purchaser, (b) it is reversed for any reason, (c) it was not authorized or InstaMed has any reason to believe that the transaction was not authorized, or (d) it is unlawful, suspicious, or in violation of the terms of this Agreement. Customer is responsible to HNP for all chargebacks, whether or not the chargeback complies with the Card Network Rules, and HNP is responsible to InstaMed for the same. Customer is also responsible to HNP if a Purchaser reverses a payment by bank transfer, whether or not the reversal complies with the ACH Rules, and HNP is responsible to InstaMed for the same.

13. **Chargeback and Reversal Processes.**

a. Customer owes the Bank and will immediately pay to HNP the amount of any chargeback or ACH reversal or recall and any associated fees, fines, or penalties assessed by the Bank, the Card Networks or the ACH, and HNP will immediately pay to InstaMed any such amounts. If Customer or HNP does not have sufficient funds for any such chargeback, reversal, recall, fees, fines or penalties, InstaMed and the Bank will have any remedies set forth in this Agreement or allowed pursuant to applicable law. If HNP has pending chargebacks, reversals or recalls due to InstaMed, the Bank may delay settlement to Customer.

b. Further, if InstaMed or Bank reasonably believes that a chargeback, reversal or recall is likely with respect to any transaction, the Bank may withhold the amount of the potential chargeback, reversal or recall from payments otherwise due to HNP or Customer under this Agreement until such time that: (i) a chargeback, reversal or recall is assessed due to a Purchaser's complaint, in which case the Bank will retain and refund the funds; (ii) the period of time under applicable law or regulation by which the Purchaser may dispute that the transaction has expired; or (iii) InstaMed determines that a chargeback, reversal or recall on the transaction will not occur.

c. If InstaMed determines that Customer is incurring an excessive amount of chargebacks, reversals or recalls, InstaMed or the Bank may establish controls or conditions governing Customer's use of the Payment Solutions, including without limitation, by (i) assessing additional fees to HNP, (ii) creating a Reserve in an amount reasonably determined by us to cover anticipated chargebacks, reversals, recalls and related fees, (iii) delaying settlement, and (iv) terminating or suspending the Payment Solutions.

d. Customer agrees to assist InstaMed when reasonably requested, at HNP or Customer's expense, to investigate any of Customer's transactions processed through the Payment Solutions. To that end, Customer and HNP permit InstaMed to share information about a chargeback, reversal or recall with the Purchaser, the Purchaser's financial institution and Customer's financial institution in order to investigate and/or mediate a chargeback or reversal. InstaMed will request necessary information from Customer to contest the chargeback or reversal. If the chargeback or reversal is contested successfully, the Bank will release the reserved funds to Customer. If a chargeback or reversal dispute is not resolved in Customer's favor by the Card Networks, ACH or issuing bank, or Customer chooses not to contest the chargeback or reversal, the Bank may recover the chargeback or reversal amount and any associated fees as described in this Agreement. Customer and HNP acknowledge that in many cases there are strict timelines that need to be met in order to dispute a chargeback or reversal and that Customer's failure to assist InstaMed in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) calendar days of a request, may result in an irreversible chargeback or reversal.

14. **Grant of Security Interest.** Customer assigns and grants the Bank a security interest in and lien on any and all funds processed through the Payment Transaction Services and any other funds and credits with the Bank, including without limitation any Reserve under Section 9 above, and also authorizes the Bank to make any withdrawals or debits from the Reserve, without prior notice to Customer, to collect amounts that Customer owes InstaMed or the Bank under this Agreement, including without limitation for any reversals of settlements or transfers made to Customer's Account. Customer irrevocably assigns to the Bank all rights and legal interests to any interest or other earnings that accrue or are attributable to funds subject to this security interest.

15. **Statements and Errors.** HNP will, via the Application Services, provide a report of activities, including transactions and fees, relating to the Payment Solutions ("**Statement**"), either in paper form or online (at Customer's option). InstaMed is not responsible for Customer relying on balance, transaction or related information that is updated or corrected, or the accuracy or timeliness of information supplied by any third party. Customer agrees that the Statements are sufficient for Customer to inspect and review activity and to identify errors and unauthorized or altered transactions. Customer will promptly examine Customer's entire Statement once it is available. Customer will promptly, and no later than sixty (60) calendar days after the Statement date, reconcile Customer's Statement with Customer's bank statements and other receipts from the same period, and notify InstaMed of any: (a) unauthorized transactions, including any claims of such activity or requested adjustments, (b) alterations, errors, discrepancies or irregularities, or (c) discrepancies Customer identified when reconciling with Customer's bank statements and other receipts. If Customer does not act in the timeframes above, Customer agrees that Customer cannot: (i) assert Customer exercised reasonable care and promptness in reviewing Customer's Statement and identifying errors, (ii) be reimbursed for a claim refused as a result, and (iii) make a claim or otherwise act against InstaMed for a subsequent loss that was preventable or caused by the same wrongdoer's repeated act. Customer should make archival copies of Customer's Statement data regularly. Except as required by law, Customer is solely responsible for (a) compiling and retaining permanent records of all transactions and other data, and (b) reconciling all transaction information that is associated with Customer's use of the Payment Transaction Services.

16. **Representations and Warranties.** Customer represents and warrants to InstaMed that: (a) Customer is eligible to register and use the Payment Solutions and has the right, power, and ability to enter into and perform under this Agreement; (b) the name identified by Customer when Customer registered is Customer's name or business name under which Customer sell goods and services; (c) any sales transaction submitted by Customer will represent a bona fide sale by Customer; (d) any sales transactions submitted by Customer will accurately describe the goods and/or services sold and delivered to a Purchaser; (e) Customer will fulfill all of Customer's obligations to each Purchaser for which Customer submits a transaction and will resolve any consumer dispute or complaint directly with the Purchaser; (f) Customer and all transactions initiated by or on behalf of Customer will comply with all federal, state and local laws, ACH Rules, rules and regulations applicable to Customer's business, including any applicable tax laws and regulations; (g) Customer will not use the Payment Transaction Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payment Transaction Services; (h) upon receipt of funds associated with an a transfer or withdrawal of funds using the ACH system, Customer shall promptly confirm that the sender is a customer of Customer and use a commercially-reasonable method of authentication to verify the identity of the sender, and, if the sender is not confirmed to be a customer of Customer or the identity is not verified, Customer shall promptly return the funds to InstaMed to be sent back to the sender; and (i) Customer's use of the Payment Transaction Services will be in compliance with this Agreement.

17. **Sub-Exhibits.** This Exhibit B applies to all Payment Solutions, and its sub-exhibits set forth additional terms for certain aspects of the Payment Transaction Services:

a. Exhibit B-1: Commercial Entity Agreement. The terms and conditions found at [https://www.instamed.com/im-online/Commercial\\_Entity\\_Agreement.pdf](https://www.instamed.com/im-online/Commercial_Entity_Agreement.pdf) shall apply to any Customer that (a) uses the Payment Transactions Services for the acceptance of credit or debit card payments and (b) is considered a "Commercial Entity" as defined by Visa, Inc. or MasterCard International, Inc.

b. Exhibit B-2: American Express Card Acceptance and Brand Requirements. The American Express Card Acceptance and Brand Requirements found at [https://www.instamed.com/im-online/American\\_Express\\_Card\\_Acceptance\\_and\\_Brand\\_Requirements.pdf](https://www.instamed.com/im-online/American_Express_Card_Acceptance_and_Brand_Requirements.pdf) set forth additional terms and conditions concerning the American Express OptBlue® Program made available to Customer by InstaMed.



**Resolution of the Will County Board of Health  
Will County, Illinois**

---

**APPROVAL FOR THE TOBACCO CONTROL & PREVENTION SOCIAL MEDIA CAMPAIGN  
THROUGHOUT WILL COUNTY**

**WHEREAS**, the Family Health Services (FHS) division operates the Tobacco Control & Prevention Program at the Will County Health Department; and

**WHEREAS**, grant dollars have been appropriated for advertising in the Tobacco Control & Prevention program budget to educate and alert the community regarding the use of Tobacco products; and

**WHEREAS**, the campaign includes 12 weeks of 15-second social media video ads on TikTok and Snapchat geofenced for the entirety of Will County to create approximately 1,560,000 impressions.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Health approves the purchase of advertising with Alpha Media on TikTok and Snapchat throughout Will County in the amount of \$33,750.00.

DATED this 15th day of June, 2022.

---

Billie Terrell, Ph.D., ACSW, President  
Will County Board of Health



# Tobacco Prevention Campaign 2022



- Will County Campaign
  - Flight: 12 weeks (starting 7/1)
  - TikTok:
    - Target: A13-24, in select zip codes
    - 900k total impressions
    - Investment: \$23,850
  - Snapchat:
    - Target: A13-21, in select zip codes
    - 660k total impressions
    - Investment: \$9,900
  - Total Investment: \$33,750



Client signature \_\_\_\_\_ Date \_\_\_\_\_



**Resolution of the Will County Board of Health  
Will County, Illinois**

---

**APPROVAL FOR THE TOBACCO CONTROL & PREVENTION SOCIAL MEDIA CAMPAIGN  
IN WILMINGTON, IL AND BRAIDWOOD, IL**

**WHEREAS**, the Family Health Services (FHS) division operates the Tobacco Control & Prevention Program at the Will County Health Department; and

**WHEREAS**, grant dollars have been appropriated for advertising in the Tobacco Control & Prevention program budget to educate and alert the Wilmington and Braidwood communities regarding the use of Tobacco products; and

**WHEREAS**, the campaign includes 12 weeks of 15-second social media video ads on TikTok and Snapchat geofenced for Wilmington, IL and Braidwood, IL to create approximately 1,130,000 impressions.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Health approves the purchase of advertising with Alpha Media on TikTok and Snapchat in Wilmington, IL and Braidwood, IL in the amount of \$25,000.00.

DATED this 15th day of June, 2022.

---

Billie Terrell, Ph.D., ACSW, President  
Will County Board of Health

# Tobacco Prevention Campaign 2022



- Wilmington/Braidwood Campaign
  - Flight: 12 weeks (starting 7/1)
  - TikTok:
    - Target: A13-24, in select zip codes
    - 700k total impressions
    - Investment: \$18,550
  - Snapchat:
    - Target: A13-21, in select zip codes
    - 430k total impressions
    - Investment: \$6,450
  - Total Investment: \$25,000



Client signature \_\_\_\_\_ Date \_\_\_\_\_



Will County  
Health Department &  
Community Health Center

**WILL COUNTY BOARD OF HEALTH  
RESOLUTION #22-35**

**RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH  
WILL COUNTY, ILLINOIS**

---

**RESOLUTION FOR APPROVAL TO PURCHASE THE COMPUTER EQUIPMENT FOR  
PROGRAM 590 - NOT TO EXCEED \$35,000**

**WHEREAS**, the Will County Health Department is requesting the approval to purchase the Computer Equipment from CDWG to implement Behavioral Health Program 590; and

**WHEREAS**, the purchase will utilize the National IPA Technology Solutions contract for State and Local Government; and

**WHEREAS**, the Computer Equipment includes, Laptops, Docking Stations, Monitors, Scanners, and accessories; and

**WHEREAS**, Behavioral Health Program 590 funds are appropriated in the FY2022, budget.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Health approves the purchase of the Computer Equipment from CDWG not to exceed \$35,000.

DATED THIS 15th day of June 2022.

---

Billie Terrell, Ph.D., ACSW, President  
Will County Board of Health

# QUOTE CONFIRMATION



**DEAR ANTHONY MELEI,**

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C7ZT7L	6/7/2022	ITT:590BPKSTP	2348564	<b>\$3,598.98</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Logitech MK120 USB Wired Keyboard Mouse Set</a> Mfg. Part#: 920-002565 UNSPSC: 43211706 Contract: National IPA Technology Solutions (2018011-01)	4	2124292	\$16.74	\$66.96
<a href="#">HP 7.9" DisplayPort to VGA Cable Adapter - Black</a> Mfg. Part#: AS615AA UNSPSC: 43201552 Contract: National IPA Technology Solutions (2018011-01)	3	1723613	\$37.72	\$113.16
<a href="#">HP EliteDesk 800 G6 - mini desktop - Core i5 10500T 2.3 GHz - vPro - 16 GB</a> Mfg. Part#: 20H75UT#ABA Contract: National IPA Technology Solutions (2018011-01)	3	6350383	\$1,139.62	\$3,418.86

PURCHASER BILLING INFO		SUBTOTAL	\$3,598.98
<b>Billing Address:</b> WILL COUNTY HEALTH DEPT **** MUST SHIP COMPLETE **** 501 ELLA AVE DEBBIE ARTHUR JOLIET, IL 60433-2700 Phone: (815) 727-8500 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		<b>GRAND TOTAL</b>	<b>\$3,598.98</b>
		<b>DELIVER TO</b> <b>Shipping Address:</b> WILL COUNTY HEALTH DEPARTMENT ATTN:DEBBIE ARTHUR 501 ELLA AVENUE JOLIET, IL 60433-2700 Phone: (815) 727-8500 Shipping Method: NiteMoves Local Super-Saver	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Dave Engmark

800.808.4239

davieng@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
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Dave Engmark

[davieng@cdwg.com](mailto:davieng@cdwg.com)

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## Quote # 1C7ZT05

**Description:** ITT:590BPKST

**Created Date:** 06/07/22

**Status:** Open

**Last Edited Date:** 06/07/22

**Requested By:** DEBBIE ARTHUR

**Customer Notes:**

**Ship to:**

WILL COUNTY HEALTH DEPARTMENT  
ATTN:DEBBIE ARTHUR  
501 ELLA AVENUE  
JOLIET , IL 60433-2700

**Billed to:**

WILL COUNTY HEALTH DEPT  
ATTN: \*\*\*\* MUST SHIP COMPLETE \*\*\*\*  
501 ELLA AVE  
DEBBIE ARTHUR  
JOLIET , IL 60433-2700  
(815) 727-8500

**Shipping method:**

UPS Ground (1 - 2 day)

**Payment method:**

Net 30 Days-Govt State/Local

### Quote Summary

Subtotal	\$494.00
*US Tax	\$0.00
Shipping	\$0.00
<b>Grand Total</b>	<b>\$494.00</b>

\*Tax may change if this quote is amended by your account manager.

Checkout

Add to Cart


## Product Details

ITEM

AVAILABILITY

PRICE

QUANTITY

ITEM	AVAILABILITY	PRICE	QUANTITY
	<p><b><u>Microsoft Surface Docking Station</u></b>  MFG Part: PF3-00005  CDW Part: 3862762  UNSPSC: 43211602</p>	<p><b>In Stock</b>  Get it Saturday, June 11  if ordered within 6 hrs 50 mins.</p>	<p><b>\$123.50</b>  <b>4.0</b>  <b>Pricing Option Applied:</b>  National IPA Technology Solutions</p>

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## Quote # 1C7ZT15

**Description:** ITT:590BHPRTSCN

**Created Date:** 06/07/22

**Status:** Open

**Last Edited Date:** 06/07/22

**Requested By:** DEBBIE ARTHUR

**Customer Notes:**

### Ship to:

WILL COUNTY HEALTH DEPARTMENT  
ATTN:DEBBIE ARTHUR  
501 ELLA AVENUE  
JOLIET, IL 60433-2700

### Billed to:

WILL COUNTY HEALTH DEPT  
ATTN: \*\*\*\* MUST SHIP COMPLETE \*\*\*\*  
501 ELLA AVE  
DEBBIE ARTHUR  
JOLIET, IL 60433-2700  
(815) 727-8500

### Shipping method:

NiteMoves Local Super-Saver

### Payment method:

Net 30 Days-Govt State/Local

## Quote Summary

Subtotal \$2,618.90

\*US Tax \$0.00

Shipping \$0.00

**Grand Total \$2,618.90**

\*Tax may change if this quote is amended by your account manager.

Checkout

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## Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY
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ITEM

AVAILABILITY

PRICE

QUANTITY



**Brother ADS-1700W - document scanner**  
**- portable - USB 3.0, Wi-Fi(n), USB 2.**

MFG Part: ADS-1700W  
CDW Part: 5291644  
UNSPSC: 43211711

**In Stock**

Get it Saturday, June 11  
if ordered within 6 hrs 50 mins.

**\$261.89**

**Pricing Option Applied:**  
National IPA Technology  
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Due to supply chain constraints, pricing may change. Please convert your quote to an order as soon as possible to avoid price increases.

## Quote # 1C7ZV9V

**Description:** ITT:590BHPMON

**Created Date:** 06/07/22

**Status:** Open

**Last Edited Date:** 06/07/22

**Requested By:** DEBBIE ARTHUR

**Customer Notes:**

**Ship to:**

WILL COUNTY HEALTH DEPARTMENT  
ATTN:DEBBIE ARTHUR  
501 ELLA AVENUE  
JOLIET , IL 60433-2700

**Billed to:**

WILL COUNTY HEALTH DEPT  
ATTN: \*\*\*\* MUST SHIP COMPLETE \*\*\*\*  
501 ELLA AVE  
DEBBIE ARTHUR  
JOLIET , IL 60433-2700  
(815) 727-8500

**Shipping method:**

NiteMoves Local Super-Saver

**Payment method:**

Net 30 Days-Govt State/Local

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### Quote Summary

Subtotal \$1,212.82

\*US Tax \$0.00

Shipping \$0.00

**Grand Total \$1,212.82**

\*Tax may change if this quote is amended by your account manager.

Checkout

Add to Cart

## Product Details

ITEM

AVAILABILITY

PRICE

QUANTIT

ITEM	AVAILABILITY	PRICE	QUANTITY
------	--------------	-------	----------

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**Lenovo D27-30 - LED monitor - Full HD (1080p) - 27"**  
 MFG Part: 66B8KCC6US  
 CDW Part: 6412636  
 UNSPSC: 43211902

**In Stock**  
 Get it Saturday, June 11  
 if ordered within 6 hrs 49 mins.

**\$173.26**  
**Pricing Option Applied:**  
 National IPA Technology Solutions

7.0

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## **BOH Agenda Items Overview**

**June 15, 2022**

### **Revision of Exempt Pay Schedule**

Under “New Business” I would like to present a revision to our current Exempt Pay Schedule which was last approved in 2019. This is the schedule of starting pay we use to make salary offers to candidates for all non-union positions. As you can see, the titles in red are newly created titles that must be added, as well as revised salary amounts, with modest increases. All new positions have corresponding job descriptions and salary offers are based on job background, experience, training, skills academic degrees, and market factors. I feel it necessary to revise the salaries to enable us to be somewhat competitive in the marketplace, and be able to retain valuable, experienced staff.

### **MAPP Transition to United Way**

MAPP consists of many partner agencies that work diligently to meet community needs. The Action teams meet monthly to promote strategies within the communities. Many agencies look to MAPP to lead the way when it comes to implementation and project proposal. In Fall of 2021, NACCHO (National Association of City and County Health Officials) released the “Evolution of MAPP” webinar and slides indicating new metric requirements for the MAPP evaluation process. Many of the metrics are already being captured through the current MAPP process, some will be captured when the guidelines for the new assessments are released. The most significant change is where it requires MAPP to show funding through strategic implementation and grass roots efforts.

United Way (UW) of Will County is and has been the fiscal agent for the Will County MAPP Collaborative. UW will require all fiscal agents to comply with all fiscal regulations of the United Way organization moving forward. Those that are identifying through tax status as a United Way entity, will be assumed to be a United Way program. United Way recently has taken on the (CoC) Continuum of Care and has offered to lead the MAPP Collaborative program and offer its tools, capacities, and assistance to project implementation, grant writing requirements, fiscal accountability, evaluation, reporting accountability.

In May of 2022, the MAPP Executive Leadership Board and the United Way of Will County Board voted to adopt the MAPP Collaborative and its infrastructure in its entirety as of July 1, 2022. The goal of this merger is to maintain a 501c3 status as NACCHO looks to update MAPP metrics and requirements moving into 2023. The United Way of Will County has expanded recently to adopt a community impact model that seeks a data driven assessment process to strategically prioritize community needs, a structure MAPP/APEX-PH provides at nearly second to none. MAPP has expanded roughly 30% since the start of 2020 and will look to seek outside funding, resources, and support for project implementation at the population level. The local area health, social service, and non-profit sector will continue to work together to meet community needs in Will County. An MOA/MOU will be implemented between the United Way of Will County, Will County Health Department, and Will County MAPP Contributing Hospitals to uphold the NACCHO, IDPH and IRS guidelines necessary to improve quality of life for all Will County residents as a collaborative system. The MOU will establish the responsibility of the IPLAN documentation preparation to United Way. I will continue to Chair the MAPP Executive Committee, and



Kamala Martinez, the CEO of UW will be the Vice Chair. This will ensure continuity and complete transparency in the work the MAPP Collaborative is doing. The partnership between United Way, MAPP, and CoC will be paramount in meeting both Root Causes and Social Determinants of Health for Will County residents.

**Revision to Administration Leadership Organizational Chart-FYI**

Included in your packet is a revision to our organizational chart for Administration. With the Board's approval last year of a Director of Administrative Services position, in alignment with the divided essential functions of the corresponding job titles, and job descriptions, the organizational chart required revision. As you can see there are multiple day-to-day activities that require attention, as well as direct reports for multiple staff, so it was necessary to divide the duties and reassign some staff. Additionally, the EP&R Coordinator, Operations Coordinator, and the Director of Admin Services now report to the Asst. Executive Director. The newly acquired Compliance Officer reports to the Executive Director. I will be happy to answer any specific questions you may have regarding the reporting structure at our BOH meeting.

**FT Exempt Pay Schedule**

*Effective January 15, 2020*

<b>Grade</b>	<b>Job Title</b>	<b>Starting Salary Range*</b> <i>(in thousands)</i>
A1	Executive Director	132-150
A2	Assistant Executive Director	110-125
B1	Chief Executive Officer Director (Division) Behavioral Health Director (Division) Family Health	100-127
B2	Director (Division) - Environmental Health Director (Division) - Administrative Services	99-110
B3	Director (Department) ITT, Finance & Grants Mgmt. EHR/EPM Systems Project Manager (CHC) Director of Nursing (CHC)	80-90
C1	Director of Operations (CHC)	65-80
C2	Program Coordinator/Site Supervisor Program Coordinator- not otherwise specified Clinic Coordinator (CHC) Psychologist Program Coordinator , HR Regulatory Compliance Manager (BH)	60-75
D1	Program Manager - not otherwise specified Program Manager, Trainer Media & Communications Manager (ADM) Manager, Billing Managed Care Specialist	55-70
E1	Clinic Supervisor (CHC) Supervisor- Patient Registration, Billing Chief Vision & Hearing Technician (FHS)	55-65
F1	Staff Accountant EHR Superuser/trainer Grant Specialist	47-60
G1	Executive Assistant Financial Specialist Human Resources Assistant	40-55
G2	Administrative Assistant	35-45

*\* Starting salary, range is dependent on background, experience, training, skills, academic degrees, and market factors.*

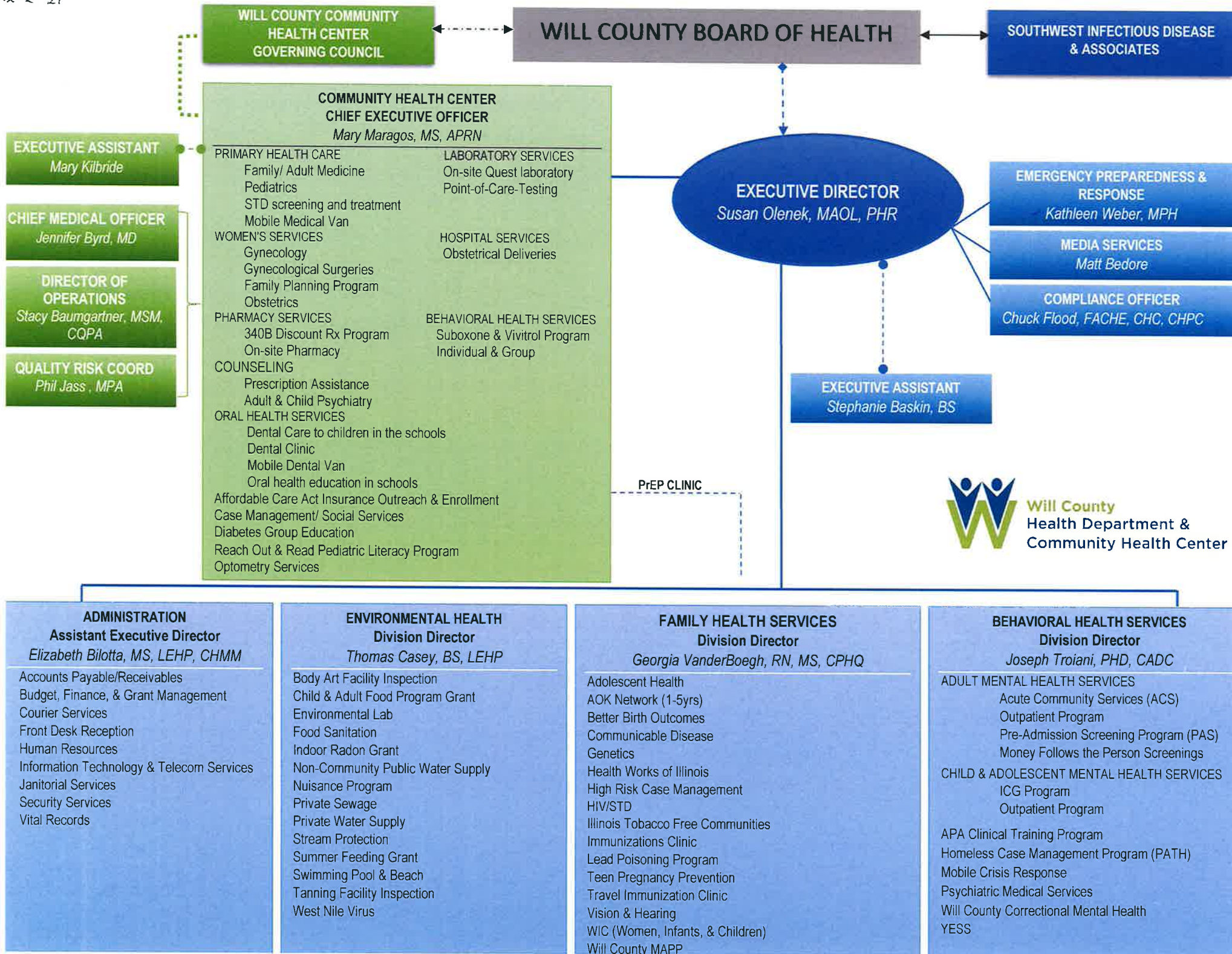


## FT Exempt Pay Schedule

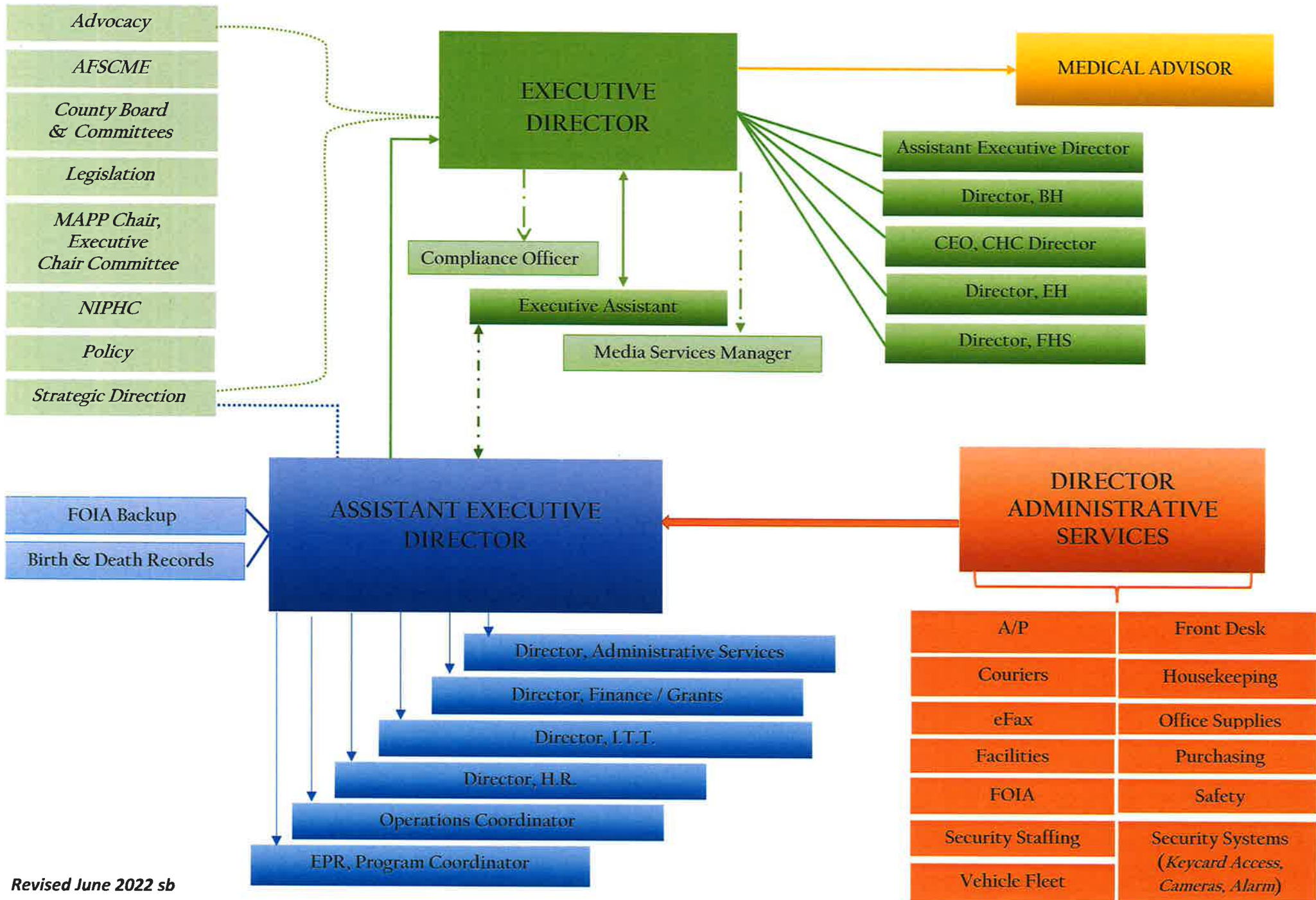
*Effective July 1, 2022*

Grade	Job Title	Starting Salary Range* (in thousands)
A1	Executive Director	140-155
A2	Assistant Executive Director	120-135
B1	Chief Executive Officer Director (Division) Behavioral Health Director (Division) Family Health	110-125
B2	Director (Division) - Environmental Health	100-120
B3	<b>Director (Division) - Administrative Services</b> Director (Department) ITT, Finance & Grants Mgmt., HR EHR/EPM Systems Project Manager (CHC) <b>Compliance Officer</b> <b>Asst. Director FHS</b> Director of Nursing (CHC)	80-95
C1	Director of Operations (CHC)	70-80
C2	Program Coordinator/Site Supervisor Program Coordinator- not otherwise specified Clinic Coordinator (CHC) Psychologist Program Coordinator , HR <b>Operations Coordinator</b> Regulatory Compliance Manager (BH)	65-80
D1	Program Manager - not otherwise specified Program Manager, Trainer Media & Communications Manager (ADM) Manager, Billing <b>Clinical Supervisor, BH</b> Managed Care Specialist	60-70
E1	Clinic Supervisor (CHC) Supervisor- Patient Registration, Billing Dental Program Supervisor <b>Operations Supervisor</b> Chief Vision & Hearing Technician (FHS)	55-65
F1	Staff Accountant <b>EHR Superuser/trainer</b> <b>Subject Matter Expert CHC</b> Grant Specialist	50-65
G1	Executive Assistant Financial Specialist <b>Customer Service Supervisor</b> Human Resources Assistant	50-60
G2	Administrative Assistant Bookkeeper	40-50

\* Starting salary, range is dependent on background, experience, training, skills, academic degrees, and market factors.



# LEADERSHIP ORGANIZATIONAL CHART





**EMPLOYEES**

	<u>DATE</u>
<b><u>NEW</u></b>	
Mayra Zamudio CHC Interpreter Clerk	June 13, 2022
Ngozi Uwadiae, MSN, APRN CHC Primary Care / Family Medicine	July 11, 2022 – July 10, 2024
Mena Edwards BH Mental Health Counselor II	June 13, 2022
*Shalanda Mallard BH Administrative Clerk II	June 27, 2022
<b><u>RESIGNATION(s)</u></b>	
Sarah Tyrakowski CHC Certified Medical Assistant	June 3, 2022
Moshood Olanrewaju ADM Health Navigator	May 16, 2022
Shannon Doser FHS CD Nurse	June 10, 2022
Cheryl Jankosky BH Seasonal – Temporary RN	June 10, 2022
Alicia Marin FHS Patient Registration Clerk	June 13, 2022
Carmen Velasquez ADM Vaccine Site Clinic Coordinator	June 21, 2022
<b><u>TEMPORARY</u></b>	
Tanner Dockery EH Summer Intern	May 23, 2022
*Betsy Cozzie FHS Temporary Coordinator, Community Health Initiatives	June 1, 2022

**TEMPORARY(cont)...**

Nancy Steyer

June 13, 2022

BH

Seasonal – Temporary RN

**PAY ADJUSTMENTS**

**Bargaining Unit Staff**

All **eligible** bargaining unit staff shall receive a 2.5 Percent (2.5%) cost of living wage adjustment effective June 1, 2022.

**Exempt Staff Compensation**

Stephanie Baskin, BS shall receive a salary increase effective July 11, 2022 for taking on additional responsibilities.

**Promotion(s)**

Stacey Knack, MBA will be promoted to Director of Human Resources from Program Coordinator for taking on additional responsibilities. Effective July 11, 2022.

Maria Cordova will be promoted to Administrative Operations Supervisor from Office Supervisor for taking on additional responsibilities. Effective July 11, 2022.

Sylvia Muniz, MSN, RN will be promoted to Assistant Division Director FHS from Program Coordinator for taking on additional responsibilities. Effective July 11, 2022.

DRAFT

**Approved:**

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Billie Terrell, PhD, ACSW, President, Board of Health

\_\_\_\_\_  
Date

**Recommended:**

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Susan Olenek, Executive Director, WCHD

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Date