Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Regular Meeting Agenda
May 7, 2025
3 - 5 p.m.

Tacoma-Pierce County Health Department - Auditorium
Hybrid Format with in-person and remote attendance

Dial in: 253 215 8782 Meeting ID: 852 6383 2261
Passcode: 038473
Webinar Link:
https://us06web.zoom.us/j/85263832261?pwd=a1crSUJscWFkTFhJcGl0N0VkSjZDZz09

3629 South D Street, Tacoma, WA 98418
Board of Health Clerk, (253) 649-1502

Board Members
Joe Bushnell
Paul Herrera
Jani Hitchen
Ryan Mello
Dave Olson
Nicholas Rajacich, MD
Sandesh Sadalge
Bryan Yambe

I. CALL TO ORDER

II. ROLL CALL

III. COMMENTS BY THE PUBLIC

The Board will consider written and oral public comments. Submit written comments any time prior to when a Board of Health meeting adjourns at director@tpchd.org. Written comments we receive prior to noon on the date of a Board of Health meeting will go to Board members before the meeting.

Oral comments can be in person or remote. To make oral comments remotely call 253 215 8782 and use Meeting ID: 852 6383 2261 Passcode: 038473 when you join the meeting by phone with the number, meeting ID, and passcode at the top of the agenda. Press *9 to raise your hand and signal you wish to make a comment. You will be announced by your name or the last four digits of your phone number.

Comments unrelated to specific agenda items have a two-minute limit per person. The Chair has the authority to change the time limits as deemed necessary.

All written and oral comments will become part of the meeting record.

IV. CONSENT AGENDA

1. Approval of the meeting minutes for **April 2 and April 16, 2025.**

V. REGULAR AGENDA

1. **Resolution No. 2025-4872** – Authorization to increase the aggregate 2024-2025 biennial budget by $3,213,280 from the amended budget of $124,356,340 to $127,569,620. The Board of Health approved FTE remains unchanged at 348.85.
   [Jaime Paulson, Fiscal & Budget Manager]
   Board Chair calls for public comment

2. **Resolution No. 2025-4873** – Authorization to continue the current multi-year license and services agreement for medical billing services with CureMD for an amount up to and not exceeding $150,000 for the period January 1, 2025 to December 31, 2025.
   [Cindan Gizzi, Interim Strengthening Families Division Director]
   Board Chair calls for public comment

VI. COMMENTS BY DIRECTOR OF PUBLIC HEALTH

[Chantell Harmon Reed, Director of Public Health]

1. **Safe Cookware**
   Reducing toxic chemicals in our bodies and environment
   [Rob Olsen, Environmental Health Supervisor]

VII. COMMENTS BY BOARD OF HEALTH MEMBERS

VIII. EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(f) to discuss complaints or changes brought against a public officer or employee.

IX. ADJOURNMENT

Tacoma-Pierce County
Board of Health

Regular Meeting Minutes
April 2, 2025
3 - 5 p.m.

Tacoma-Pierce County Health Department - Auditorium
Hybrid Format with in-person and remote attendance

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Call to Order
Chair Bushnell called the April 2, 2025 Tacoma-Pierce County Board of Health Regular meeting to order at 3:00 p.m.

Roll Call,
Board of Health Members Present: Joe Bushnell, Jani Hitchen, Paul Herrera, Ryan Mello, Dave Olson, Nicholas Rajacich, Sandesh Sadalge, Bryan Yambe arrived at 3:16 p.m. Alternate Board Members: Robyn Denson, LeighBeth Merrick arrived at 3:02 p.m.

Board of Health Members Excused: None.

Comments by the Public (not related to a specific agenda item)

Dewey Gibson provided public comment on the topic of Do It Yourself (DIY) septic inspections. Mr. Gibson inquired about the absence of DIY in Pierce County and why other counties have implemented the program. He shared that he reached out to staff at Washington State Department of Health about DIY inspections and viewed their instructional video on DIY septic inspections. Mr. Gibson talked about the projected implementation of the program in Pierce County and inquired about the projected implementation date of 2026.

Consent Agenda

Approval of the meeting minutes for **March 5 and March 19, 2025.** Chair Bushnell read the title into the record. Vice Chair Hitchen moved to approve the Consent Agenda as presented. Seconded by Board Member Herrera.

The motion passed unanimously on a voice vote.

Regular Agenda

There were no Regular Agenda items.

COMMENTS BY DIRECTOR OF PUBLIC HEALTH

[Chantell Harmon Reed, Director of Public Health]

Director Reed advised board members that the Health Department received notification of the direct impacts over the past couple of weeks.

She shared that the EPA Grant terminated a $1 million, 3-year grant they awarded the Department in 2023 to help build community capacity to protect against the health effects of wildfires and wildfire smoke.

Director Reed informed board members the Department notified the agencies they've been working with locally on this effort last week and they will continue to update community partners over the next few weeks.

She shared that Since this grant began in March 2024, the Health Department was able to use about 10% of the funding to build relationships and share wildfire information through community events, workshops, home risk assessments and social media. Yet, the Department still have so much more work to do!

Director Reed shared the Department values its partners and their dedication to reducing environmental and health inequities in our rural communities. She shared the Department will continue to work with Pierce Conservation District to build knowledge about wildfires and wildfire smoke.

Director Reed advised board members that the Health Department has six Pierce County library workshops scheduled this spring. She shared they've also secured an intern to help them take advantage of other outreach opportunities.

The Health Department remains committed to this work, even as this loss in funding will make it more difficult.

COVID Funding Update

Director Reed advised board members that the Health Department also found out from DOH recently that CDC eliminated a large portion of state COVID-19 response funding.

She shared that the Department had been using a portion of these funds to continue some education and vaccination efforts. Director Reed informed board members the Department's Disease Prevention and Management Division will continue to lead our COVID-19 work, just as the folks in that division lead our response to other respiratory illnesses.

Director Reed shared we are still working to determine what this change in funding will mean to our work and adjusting as needed. With this loss, remaining sources of funding are increasingly important. She shared we are particularly appreciative of the ARPA funding provided by Pierce County through the remainder of 2025.

Director Reed shared she is working diligently with Health Department leadership and finance team to reallocate funding to meet the Department's needs for the rest of the fiscal year and the next biennium. She advised board members that the Department will continue to hone its spending to ensure it meets Department statutory requirements and the needs of the community.

Director Reed shared some good news happening at the Department.

Ride Together Award

Director Reed advised board members that Ride Together named the Health Department as one of Pierce County's Best Commuter Businesses in 2024!

Pierce County's Commute Trip Reduction program recognized the Health Department's commitment to support sustainable transportation. She shared health department staff helped the Department earn gold status when they walked, rode a bike, or bussed to work, reduced driving trips to the office, shared rides, and logged trips each month.

Director Reed shared we are honored to be on the list and to be one of many local businesses committed to sustainable transportation!

New Bathrooms!

Director Reed shared an update on the Department's new bathrooms located in the upstairs lobby!

She shared that over the past year the Department remodeled both sets of restrooms. They meet American with Disabilities Act (ADA) laws, regulations, and standards, offer an all-gender, family option, are private and safe and have new modern fixtures.

National Public Health Week 2025

Director Reed updated board members on National Public Health Week (NPHW). It is observed from April 7 – 13. She shared there are five NPHW themes: It starts here: Your health is our mission; Climate action starts here: Championing resilience for health; Health equity starts here: Optimizing the health for all; Advocacy starts here: Amplifying voices for public health; The future of public health starts here: Strengthening the public health workforce.

Director Reed shared the essential functions of public health is rooted in assessment, policy development and assurances. It is a national standard that the health department embodies and has played a part in developing these processes and developing some of the mission driven initiatives and making sure we address public health on a day-to-day basis. She shared the health department is rooted in evidence-based support to its decision-making.

Director Reed advised board members on the connection to the Department Strategic Plan to improve health outcomes, improve organizational culture, increase efficiency and effectiveness. Director Reed advised board members on health equity and optimizing health for all. She shared several ways the Department does this is through its Black infant Health program; Street Medicine program; climate action, wildfire smoke mitigation and strengthening the public health workforce.

Discussion followed on upcoming events. The Health Department has events throughout the week. Board members are invited to join in the activities.

Vice Chair Hitchen thanked staff for continuing to show up everyday and continue to do incredible work. She shared that at next week's County Council meeting the topic is National Public Health Week and what a perfect time to recognize the Health Department. Clover Park Tech will also be in attendance to talk about workforce development, members of the Public Health Advisory Board at the state will be there to talk about their work.

Vice Chair Hitchen shared her thanks for every single person working at the health department and Director Reed for her leadership.

Chair Bushnell echoed the sentiments of Vice Chair Hitchen, he shared especially during these tumultuous times. He shared how far public health has come and the need to educate the public, educate ourselves, and supporting one another. He thanked staff for their work and Director Reed for her leadership.

Disease Investigation

Nigel Turner, Disease Prevention Management Division Director, Jennifer Figgins, Registered Nurse; and Kathleen McClone, Registered Nurse updated board members on disease investigation.

Nigel Turner advised board members on how this work connects to the Department's strategic plan. He shared why they investigate disease. Mr. Turner advised board members this is a tried and tested long proven intervention that saves lives and keep people healthy. He shared it is also about building confidence that Pierce County is a safe and health place to live and work. It is also about learning.

Mr. Turner advised board members on the legal authority to do this work both in statute and legal regulations that gives the Health Department the authority and responsibility to control communicable disease. He shared the way they are doing this is through notifiable conditions - this is when a medical provider in the community identifies a condition required to be reported to the health department so the health department can investigate.

Mr. Turner advised board members on the different approaches to investigation and key partnerships in disease investigations. He advised board members on who at the health department is involved in this work.

Jennifer Figgins shared examples of disease investigation around Pertussis (whooping cough). She shared information on recent Washington trends in confirmed and probable Pertussis cases in 2024 -2025 by week for Pierce County and shared a real-life Pertussis case study.

Kathy McClone advised board members on Tuberculosis investigation. She advised board members on risk factors and shared there are two forms of TB, Latent TB, and Active TB. Ms. McClone advised board members on contact investigations, contact testing and barriers to investigation and treatment.

Board Member Mello asked staff for a follow up around Strategic Plan measures for reducing HIV and STI transmission in the community by 2029. He asked what specifically the Health Department is doing to help scale up capacity for this community to reduce the transmission to increase the investigation and testing of HIV in particular and what we are doing to improve the capacity thereof.

Discussion followed on Tuberculosis case numbers and care. Dr. James Miller, Health Officer for the Health Department advised board members that the challenge with latent TB is under tested and under diagnosed. He

shared the guidance is for anyone whose born in an TB endemic country or has lived in a TB endemic country as well as lived or worked in a correctional setting or homeless services setting - all those folks should be tested.

Further discussion followed on reduced new cases of HIV and Syphilis and does this imply that there has been an increase recently. Mr. Turner shared that in terms of HIV it is more, or less stable. It is something we can bring down.

Mr. Turner shared Syphilis has increased dramatically over the last few years and that we've put a lot of resources pulling them from other STDs focused primarily on HIV and Syphilis because those are the most important issues that are facing us as a health department in that area.

Discussion followed on why Pertussis has increased in 2024. Mr. Turner shared Pertussis is a cyclical disease. Further discussion ensued around concerns about the CDC's ability to provide data, the expertise they provide about new bugs, consultations around unusual situations, and outbreaks.

COMMENTS BY BOARD OF HEALTH MEMBERS

Board Member Sadalge shared he is participating in a discussion at the Eastside Community Center in his district as a local nurse who won a grant to start talking about sexual health in community. He shared anyone is welcome to attend on April 11, 2025, from 6 – 7 p.m.

Executive Session

The Board went into executive session at 4:10 p.m. to last 30 minutes for the purpose of receiving and evaluating a complaint against a public officer or employee pursuant to RCW 42.30.110(1)(f).

Adjournment

The meeting adjourned at 4:40 p.m.

ATTEST:

_____
Joe Bushnell
Chair, Board of Health
May 7, 2025
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Tacoma-Pierce County
Board of Health

Study Session
April 16, 2025
3-5 p.m.

Tacoma-Pierce County Health Department - Auditorium
Hybrid Format with in-person and remote attendance

Hybrid Format with in-person and remote attendance
Dial in: 253 205 0468 Webinar ID: 879 2956 5840
Passcode: 593189

Call to Order
Board Chair Bushnell called the April 16, 2025 Tacoma-Pierce County Board of Health Study Session to order at 3:01 p.m.

Members Present:	Joe Bushnell, Paul Herrera arrived at 3:05, Jani Hitchen, Dave Olson, Nicholas Rajacich, Sandesh Sadalge, Bryan Yambe arrived at 3:13. **Alternate Board Members:** LeighBeth Merrick arrived at 3:34 p.m.
Members Excused:	Ryan Mello.
Also, present:	Chantell Harmon Reed, Director of Public Health; Cindan Gizzi, Deputy Director; Ingrid Payne, Finance Director; Jessica Gehle, Environmental Health Division Director; Kenny Via, Communications & Community Relations Director; Jaime Paulson Fiscal and Budget Manager; Jodi Dyer, Chief of Staff; Charles Parker, Director of Organizational Learning and Change; Andy Rohr, Strengthening Families Assistant Division Director; Gregory Jacoby, General Counsel.

2025 Spring Budget Amendment

Jaime Paulson, Fiscal and Budget Manager provided board members with an overview of the Health Department's 2025 Spring Amendments. She advised on organizational changes captured in the amendment sharing a depiction of before and after reorganizational changes.

Ms. Paulson walked board members through the 2025 summary of changes. She advised board members it captures changes that have already occurred, and that the Department is truing-up revenue and expenses.

- $56,364,940 – Beginning budget.
    - BOH approved FTE 348.85.
- $3,213,280 – Spring amendment.
- $59,578,220 – Proposed 2025 amended budget.
    - BOH approved FTE 348.85

Ms. Paulson provided board members with an overview of the Department's revenue and expenditure categories. She shared highlights of changes for the following: Environmental Health, Disease Prevention & Management, Strengthening Families, Administrative Services, COVID-19.

Ms. Paulson advised board members on budget changes from the reorganization. Clarifying discussion followed on the "From" "To" columns of the reorganization table depicting effected programs. Ms. Paulson provided board members with a list of federal grants and potential impact of losing those dollars. Discussion followed on the potential impacts.

Ms. Paulson advised board members on fund balance changes. She shared fund balance changes means decreasing the amount of savings or reserves that is needed to cover expenses. She shared a list of programs that reduced their fund balance.

Division directors provided board members with specifics of upcoming changes for their respective division. Jessica Gehle reported out for Environmental Health, Nigel Turner reported out for Disease Prevention & Management, Cindan Gizzi reported out for Strengthening Families as their interim director, Ms. Paulson reported on Administrative Services.

Board members shared feedback and posed questions to gain a better understanding of the changes in the budget.

Executive Session

There was no Executive Session.

Adjournment

The meeting adjourned at 3:47 p.m.

ATTEST:

_____
Joe Bushnell
Chair, Board of Health

May 7, 2025
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

RESOLUTION NO. 2025-4872

BE IT RESOLVED BY THE TACOMA-PIERCE COUNTY BOARD OF HEALTH, that Tacoma-Pierce County Health Department is authorized

- To increase the aggregate 2024-2025 biennial budget by $3,213,280 from the amended budget of $124,356,340 to $127,569,620. The Board of Health approved FTE remains unchanged at 348.85.

_____
Joe Bushnell
Chair, Board of Health

May 7, 2025
Date of Adoption

ATTEST:

_____
Patricia Darden
Clerk, Board of Health

Board of Health Action Request

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

REGULAR AGENDA
Resolution No. 2025-4872

Requesting Division	Presenter	Phone Number
Administrative Services	Jaime Paulson, Fiscal & Budget Manager	253-649-1505

Preparation of an Agenda Request/Resolution for the Board of Health meeting. Date: May 7, 2025

Request Summary

Authorization to increase the aggregate 2024-2025 biennial budget by $3,213,280 from the amended budget of $124,356,340 to $127,569,620. The Board of Health approved FTE remains unchanged at 348.85.

Background Information / Comments

This Spring Amendment captures changes that have already occurred. We are truing up the numbers and aligning revenue and expenses. This information was presented on April 9 to the Finance Advisory Committee and April 16 at the Board of Health Study Session.

Health Lens Analysis Tool

Note: Health Lens Analysis Tool must be completed and uploaded to the BOH Resolution documents library.

Recommended Board of Health Action Approve Resolution No. 2025-4872

List all materials attached as backup information for the request.

2025 Revenue & Expenditure Summary
2025 Revenue Summary
2025 Expenditure Summary

Note: All documents listed above must be uploaded to the BOH Resolution documents library.

Finance Information/Additional Revenue **Grantor / Contractor:**

Source of Revenue	
Federal:	
State:	
Pierce County:	
City of Tacoma:	
Other:	
Total:	$0.00

Additional Expenditure		
Account Number(s)		
	Total:	$0.00
Program Name		

Program / Division Director Approval	Business Support Services Approval	Director of Public Health Approval
	Ingrid Payne	Chantell Harmon Reed Chantell Harmon Reed (May 2, 2025 09:29 PDT)

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Name of Proposed Policy or Decision

2025 Spring Amendment

Health Lens Analysis Questions

1. **What is this proposal trying to accomplish?**

   Submit the 2025 Spring Amendment proposed budget for approval by the Board to increase the operating budget.

2. **Which groups of people will be most affected by this proposal?**

Positively affected: Community, internal staff, partners, vendors.

Negatively affected: Not aware of any negative impacts.

3. **Which groups of people who may be affected have you consulted when developing the proposal? Who have you not consulted that might be affected?**

Consulted with: Finance Advisory Committee, Leadership Team, Program Managers.

Have not consulted with: Have not directly consulted community, but existing budget and increased investment are prioritized by the Strategic Plan, which was created with input from the community.

4. **How would this proposal improve or impair the social conditions of the community?**

Approving the budget will allow the department to increase investments in our Strategic Plan priorities.

5. **How would this proposal improve or impair the economic conditions of the community?**

Approval of this budget has the potential to impact the community with new or increased contracts for community partners who will help promote our Strategic Plan priorities.

6. **How would this proposal improve or impair the environmental conditions of the community?**

Health in All Policies

Health Lens Analysis Tool

Approval of this budget allows the Department to continue services that protect the environment.

7. **What are some possible unintended negative health effects of this proposal?**

No known negative health effects.

8. **What actions do we need to take to ensure this proposal supports health in Pierce County? Whom might you need to work with to accomplish these actions?**

Continue to consult and inform Board of Health members, staff and community on existing and proposed budget investments.

9. **What actions will be taken to strengthen this proposal's support of health in Pierce County?**

No change (please explain:)	
<u>Remove</u> the following from the proposal:	
<u>Amend</u> the following in the proposal:	
<u>Add</u> the following to the proposal:	

Tacoma-Pierce County Health Department

2025 Spring Amendment

Revenue & Expenditure Summary

	2024-2025 Beginning Budget	2024-2025 Amended Budget	Increase/ (Decrease)	Percent Change
Est Use of Fund Balance	**1,814,740**	**597,550**	**(1,217,190)**	**-67%**
Est Use of Fund Balance	1,814,740	597,550	(1,217,190)	-67%
Federal	**12,048,240**	**20,108,880**	**8,060,640**	**67%**
Federal - Restricted	8,848,240	16,359,780	7,511,540	85%
Federal - Title XIX Admin Match	3,200,000	3,749,100	549,100	17%
State	**32,795,150**	**44,224,320**	**11,429,170**	**35%**
State - Restricted	24,508,820	35,937,980	11,429,160	47%
State - Public Health Assistance	8,286,330	8,286,340	10	0%
Local	**15,326,780**	**17,926,280**	**2,599,500**	**17%**
Pierce County - Restricted	5,849,120	6,856,010	1,006,890	17%
Pierce County - Health Pool	7,219,580	7,219,580	-	0%
City of Tacoma - Restricted	1,146,500	2,739,110	1,592,610	139%
City of Tacoma - Health Pool	1,111,580	1,111,580	-	0%
Other	**49,397,190**	**44,712,590**	**(4,684,600)**	**-9%**
Licenses & Permits	18,996,260	19,979,660	983,400	5%
Fee for Service	22,350,030	19,035,660	(3,314,370)	-15%
Contributions & Miscellaneous	4,387,900	3,243,620	(1,144,280)	-26%
Other Intergovernmental	717,000	280,140	(436,860)	-61%
Other Financial Sources	2,946,000	2,173,510	(772,490)	-26%
Grand Total	**111,382,100**	**127,569,620**	**16,187,520**	**15%**

	2024-2025 Beginning Budget	2024-2025 Amended Budget	Increase/ (Decrease)	Percent Change
Expenditure	**111,382,100**	**127,569,620**	**16,187,520**	**15%**
Salaries	62,229,430	75,324,675	13,095,245	21%
Benefits	24,684,800	27,303,545	2,618,745	11%
Supplies & Equipment	2,899,120	3,631,980	732,860	25%
Professional Services	9,768,170	9,600,330	(167,840)	-2%
Other Services & Charges	8,305,480	9,085,340	779,860	9%
Intergovernmental/Interfund Services	-	-	-	100%
Capital Outlay	1,255,530	1,352,490	96,960	8%
Other Financial Uses	2,239,570	1,271,260	(968,310)	-43%
Grand Total	**111,382,100**	**127,569,620**	**16,187,520**	**15%**

Tacoma-Pierce County Health Department

2025 Spring Amendment

Program Revenues

2024 - 2025 Amend Budget	Use of Fund Balance	Federal	State	Pierce County - Restricted	Pierce County - Health Pool	City of Tacoma - Restricted	City of Tacoma - Health Pool	Licenses, Permits & Fees	Private / Intergovt & Misc	Op Transfer In	Grand Total
Administrative Services	**-**	**711,400**	**6,555,860**	**50,000**	**1,777,410**	**62,500**	**308,860**	**2,885,470**	**437,140**	**-**	**12,788,640**
110 AD Office of the Director		-	1,216,930		423,910		62,600	-	5,000	-	1,708,440
111 AD Business Support Services			461,120					-	-		461,120
112 AD Human Resources		289,000	597,740		156,890		23,140		-	-	1,066,770
114 AD Information Technology			264,130		240,210		35,430		-	-	539,770
115 AD Assessment, Evaluation & Epi	-	372,400	1,081,190		281,920		41,580	163,420	255,260	-	2,195,770
225 Vital Records								2,596,980	940		2,597,920
250 Cross Collaborative Initiatives			2,274,840		674,480		146,110		75,940	-	3,171,370
290 Centers for Excellence		50,000	659,910	50,000		62,500		125,070	100,000		1,047,480
Non-Departmental										**637,840**	**637,840**
201 Cumulative Reserve & Improvement										637,840	637,840
Environmental Health	**461,470**	**1,781,740**	**9,094,540**	**1,380,680**	**1,299,800**	**375,810**	**191,730**	**26,693,370**	**621,180**	**633,420**	**42,533,740**
331 EH Onsite Sewage/Water Resources	-	328,050	2,468,830	533,240	258,490		38,130	7,915,300	81,670	633,420	12,257,130
333 EH Waste Management	6,370	63,540	1,657,020	90,940		126,090		2,971,600	106,250		5,021,810
334 EH Water Quality and Protection	-	259,750	528,430	756,500	125,970		18,580	3,008,110	330,890	-	5,028,230
335 EH Food and Community Safety	455,100	56,200	397,550					12,798,360	27,070		13,734,280
338 SEE Conditions for Health		1,074,200	4,042,710	-	915,340	249,720	135,020		75,300	-	6,492,290
Communicable Disease	**-**	**12,440,750**	**19,009,010**		**1,540,280**	**402,730**	**227,190**	**-**	**-**	**1,180**	**33,621,140**
441 Immunization & Provider Engage		1,710,870	2,321,040		377,730		55,710		-	290	4,465,640
442 STI/HIV		1,343,690	1,455,720		220,160	250,030	32,480	-	-	240	3,302,320
443 General CD Investigation		2,187,270	6,875,710		942,390	152,700	139,000		-	650	10,297,720
444 Public Health Emergencies		1,773,010	570,190					-	-		2,343,200
445 CD Food and Community Safety	-	-	-					-	-	-	-
446 Public Health Emergency Response		5,425,910	7,786,350						-		13,212,260
Strengthening Families		**5,174,990**	**9,564,910**	**5,425,330**	**2,602,090**	**1,898,070**	**383,800**	**9,436,480**	**1,879,840**	**901,070**	**37,266,580**
550 SF Strengthening Families Admin		224,360	402,920		366,430		54,090		-	-	1,047,800
551 SF Family Support Partnership		1,568,420	430,500	1,263,680	291,240	25,000	42,960		317,000		3,938,800
554 Behavioral and Emotional Health		614,790	3,086,870	2,990,270	868,870	32,500	128,170	-	595,680	1,070	8,318,220
555 Opioid Use Disorder Services		67,730	1,175,620	207,820	20,180	1,840,570	3,030	9,409,630	220,000	900,000	13,844,580
556 Parent Child and Family Health		2,699,690	4,169,000	963,560	1,055,370	-	155,550	26,850	747,160	-	9,817,180
557 Yth Healthy Eating Active Living			300,000						-		300,000
Internal Services	**136,080**							**-**	**585,600**		**721,680**
801 Internal Services	136,080							-	585,600		721,680
Grand Total	**597,550**	**20,108,880**	**44,224,320**	**6,856,010**	**7,219,580**	**2,739,110**	**1,111,580**	**39,015,320**	**3,523,760**	**2,173,510**	**127,569,620**

Tacoma-Pierce County Health Department

2025 Spring Amendment

Program Expenditures

2024-2025 Amended Budget	Salaries	Benefits	Supplies & Equipment	Professional Services	Other Services & Charges	Division Management	Support Services and Interfund	Capital Outlay	Op Transfer Out	Grand Total
Administrative Services	**17,212,065**	**6,270,715**	**1,202,400**	**1,772,170**	**4,325,520**		**(18,318,850)**	**324,620**		**12,788,640**
110 AD Office of the Director	3,780,190	1,262,060	214,520	451,800	379,420		(4,379,550)			1,708,440
111 AD Business Support Services	2,868,410	1,159,520	45,510	381,410	348,550		(4,349,010)	6,730		461,120
112 AD Human Resources	2,175,075	800,375	42,480	411,180	323,160		(2,685,500)			1,066,770
113 AD Insurance Premiums				16,000	851,000		(867,000)			-
114 AD Information Technology	2,553,560	868,360	774,430	88,000	1,500,860		(5,563,330)	317,890		539,770
115 AD Assessment, Evaluation & Epi	2,542,800	859,510	22,920	210,900	262,760		(1,703,120)			2,195,770
225 Vital Records	1,074,590	452,670	48,200	61,500	492,480		468,480			2,597,920
250 Cross Collaborative Initiatives	1,670,310	671,230	28,760	95,400	133,560		572,110			3,171,370
290 Centers for Excellence	547,130	196,990	25,580	55,980	33,730		188,070			1,047,480
Non-Departmental				**76,100**			**16,740**	**545,000**		**637,840**
201 Cumulative Reserve & Improvement				76,100			16,740	545,000		637,840
Environmental Health	**21,616,650**	**7,999,820**	**283,990**	**1,163,240**	**3,277,280**	**-**	**7,559,340**		**633,420**	**42,533,740**
330 EH Environmental Health Admin	1,143,160	439,590	1,090	7,870	88,890	(1,680,600)				-
331 EH Onsite Sewage/Water Resources	6,235,580	2,343,840	38,320	63,830	863,380	501,180	2,211,000		-	12,257,130
333 EH Waste Management	2,510,160	939,470	21,480	111,190	332,830	201,100	905,580			5,021,810
334 EH Water Quality and Protection	2,170,250	838,410	24,480	77,030	323,840	167,950	792,850		633,420	5,028,230
335 EH Food and Community Safety	6,452,940	2,410,400	69,630	510,030	1,264,810	549,780	2,476,690			13,734,280
338 SEE Conditions for Health	3,104,560	1,028,110	128,990	393,290	403,530	260,590	1,173,220			6,492,290
Communicable Disease	**19,328,290**	**6,171,760**	**331,260**	**2,330,220**	**1,508,320**	**-**	**3,911,290**	**40,000**	**-**	**33,621,140**
440 DPM Admin	802,000	318,070	7,070	50	77,270	(1,204,460)				-
441 Immunization & Provider Engage	1,910,360	669,980	37,980	401,170	380,000	262,780	803,370			4,465,640
442 STI/HIV	1,646,800	560,920	38,900	48,270	233,040	189,990	584,400			3,302,320
443 General CD Investigation	4,551,420	1,669,180	156,730	954,510	464,920	613,880	1,847,080	40,000		10,297,720
444 Public Health Emergencies	1,127,140	343,500	26,780	97,100	188,340	137,810	422,530			2,343,200
445 CD Food and Community Safety	-	-	-	-	-	-	-		-	-
446 Public Health Emergency Response	9,290,570	2,610,110	63,800	829,120	164,750	-	253,910			13,212,260
Strengthening Families	**16,479,090**	**6,599,740**	**1,635,830**	**3,509,600**	**2,316,440**	**-**	**6,725,880**			**37,266,580**
550 SF Strengthening Families Admin	1,387,400	519,450	7,730	33,060	179,560	(1,268,420)	189,020			1,047,800
551 SF Family Support Partnership	1,025,250	327,090	147,820	1,447,920	144,820	135,900	710,000			3,938,800
554 Behavioral and Emotional Health	3,866,660	1,528,690	155,790	559,060	409,930	298,090	1,500,000			8,318,220
555 Opioid Use Disorder Services	5,155,080	2,127,390	1,226,150	1,268,520	1,069,710	495,380	2,502,350			13,844,580
556 Parent Child and Family Health	4,897,210	2,037,550	79,600	200,180	504,670	327,560	1,770,410			9,817,180
557 Yth Healthy Eating Active Living	147,490	59,570	18,740	860	7,750	11,490	54,100			300,000
Internal Services	**688,580**	**261,510**	**178,500**	**749,000**	**(2,342,220)**		**105,600**	**442,870**	**637,840**	**721,680**
801 Internal Services	688,580	261,510	178,500	749,000	(2,342,220)		105,600	442,870	637,840	721,680
Grand Total	**75,324,675**	**27,303,545**	**3,631,980**	**9,600,330**	**9,085,340**	**-**	**-**	**1,352,490**	**1,271,260**	**127,569,620**

Tacoma-Pierce County
Board of Health

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

RESOLUTION NO. 2025-4873

BE IT RESOLVED BY THE TACOMA-PIERCE COUNTY BOARD OF HEALTH, that Tacoma-Pierce County Health Department is authorized

- To continue the current multi-year license and services agreement for medical billing services with CureMD for an amount up to and not exceeding $150,000 for the period January 1, 2025 to December 31, 2025.

_____

Joe Bushnell
Chair, Board of Health

May 7, 2025
Date of Adoption

ATTEST:

_____

Patricia Darden
Clerk, Board of Health

Board of Health Action Request

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

REGULAR AGENDA
Resolution No. 2025-4873

Requesting Division	Presenter	Phone Number
Strengthening Families	Cindan Gizzi, Interim Strengthening Families Division Director	253-649-1504

Preparation of an Agenda Request/Resolution for the Board of Health meeting. | Date: | May 7, 2025

Request Summary

Authorization to continue the current multi-year license and services agreement for medical billing services with CureMD for an amount up to and not exceeding $150,000 for the period January 1, 2025 to December 31, 2025.

Background Information / Comments

CureMD coordinates medical billing and revenue capture for the Health Department's Opioid Use Disorder Treatment Services Program.

The Health Department completed a public request for proposals for medical billing services in late 2021. CureMD was the selected service provider, and the Health Department entered into a five-year service agreement with them in 2022. This resolution request seeks to allow the continuation of services with this vendor. 2025 will be the fourth year of services in the agreement.

2023 service expenditures were $136,066. 2024 service expenditures were $123,893. Service fees are based only on collected revenues from billed insurance companies.

Health Lens Analysis Tool

Note: Health Lens Analysis Tool must be completed and uploaded to the BOH Resolution documents library.

Recommended Board of Health Action | Approve Resolution No. 2025-4873

List all materials attached as backup information for the request.

CureMD / TPCHD contract.

Note: All documents listed above must be uploaded to the BOH Resolution documents library.

Finance Information/Additional Revenue	Grantor / Contractor:	

Source of Revenue	
Federal:	
State:	
Pierce County:	
City of Tacoma:	
Other:	$150,000.00
Total:	$150,000.00

Additional Expenditure		
Account Number(s)	103-555-1119-21-566-59	$150,000.00
	Total:	$150,000.00
Program Name	Treatment Services	

Cindan Gizzi **Program / Division Director Approval**	Ingrid Payne **Business Support Services Approval**	Chantell Harmon Reed Chantell Harmon Reed (May 28, 2021 09:51 PDT) **Director of Public Health Approval**

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

Name of Proposed Policy or Decision

CureMD contract

Health Lens Analysis Questions

1. **What is this proposal trying to accomplish?**

   Ensure that the methadone clinic has an electronic billing system for clinical operations.

2. **Which groups of people will be most affected by this proposal?**

Positively affected:
Patients age 18 and above who are enrolled in opioid use disorder treatment.

Negatively affected:
N/A

3. **Which groups of people who may be affected have you consulted when developing the proposal? Who have you not consulted that might be affected?**

Consulted with:
Patients receiving treatment at the Tacoma-Pierce County Health Department's opioid use disorder treatment clinic.

Have not consulted with:
Individuals who are not in treatment.

4. **How would this proposal improve or impair the social conditions of the community?**

An electronic billing system ensures that clinical notations are current and properly interfaced with entities who pay for patient care. This allows the Health Department to recover more of its billings for patient services, bringing additional revenue to pay for continued clinic operations to enable more people with opioid use disorder to receive treatment services.

5. **How would this proposal improve or impair the economic conditions of the community?**

Improves the economic impact of the community/county. The Health Department's opioid use disorder treatment clinic allows patients in the program to resume employment and daily life functions. A proper patient billing system enables the clinic to efficiently process and receive payment for services.

Health in All Policies

Health Lens Analysis Tool

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

6. **How would this proposal improve or impair the environmental conditions of the community?**

N/A

7. **What are some possible unintended negative health effects of this proposal?**

N/A

8. **What actions do we need to take to ensure this proposal supports health in Pierce County? Whom might you need to work with to accomplish these actions?**

N/A

9. **What actions will be taken to strengthen this proposal's support of health in Pierce County?**

No change (please explain:)	No amendment to the contract.
<u>Remove</u> the following from the proposal:	
<u>Amend</u> the following in the proposal:	
<u>Add</u> the following to the proposal:	

CureMD

License and Services Agreement

This License and Services Agreement ("Agreement") is entered into between CureMD.com, Inc. ("**CureMD**"), and Tacoma-Pierce County Health Department ("**Licensee**"). By subscribing for access to, and use of, the Software (as defined below) and Third Party Services (as defined below), Licensee agrees to be bound by this Agreement.

1. **Definitions**. The definitions set forth below may be further defined and/or described in attached exhibits.

1.1. "Authorized Users" means the Licensee and those employees, agents and independent contractors who are individually authorized by the Licensee and CureMD to have access to the Programs and Services and to whom CureMD has assigned a unique identifier for access to the Programs and Services.

1.2. "Confidential Information" means the terms of this Agreement, CureMD Information and Materials, all confidential and business proprietary information of CureMD or Third Party Service provider disclosed in connection with the provision or receipt, as the case may be, of Services hereunder; provided, however, that the term "Confidential Information" does not include any information that (i) is or becomes a part of the public domain through no act or omission by Licensee; (ii) was in the Licensee's lawful possession prior to the disclosure and had not been obtained by the Licensee, either directly or indirectly, from CureMD; (iii) is lawfully disclosed to the Licensee by a third party without restriction on disclosure; or (iv) is independently developed by the Licensee.

1.3. "CureMD Information and Materials" means all demonstration materials, documents, files, data, communications, emails, reports, analyses, Documentation and other materials prepared, created, transmitted or provided by, or on behalf of, CureMD to the Licensee and Authorized Users.

1.4. "Data Storage" means disk space allocated for the storage of documents, images, scheduled reports and other files (including Licensee Data).

1.5. "Documentation" means user and technical manuals, training and other documentation describing the Programs and Services features, functionalities, requirements and specifications as may be changed and communicated to the Licensee via the Programs and Services.

1.6. "HIPAA" means Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

1.7. "Implementation Services" means onboarding, training and other consulting services that may be provided by CureMD to the Licensee, as identified on an Order Form.

1.8. "Licensee Data" means all information entered by Licensee into the Software or Third Party Services. For the avoidance of doubt, the term "Licensee Data" does not include any information that has been properly de-identified as contemplated by Section 8.6 hereof.

1.9. "Non-Provider License" means a limited license for any personnel employed by or under contract with Licensee who does not have a National Provider Identifier ("NPI"), including but not limited to office managers, nurses, secretaries, or other administrative staff.

1.10. "Order Form" means an order form or work order issued by CureMD and agreed to by Licensee pursuant to which Licensee subscribes to Programs or Services, including any addendum.

1.11. "Programs and / or Services" means the Software, Services and / or Third Party Services.

1.12. "Providers" means healthcare providers authorized to use the Programs or Services, each of whom shall be registered in the Order Form. Providers will be classified in accordance with the following:

1.12.1 "Full Time Provider" means any provider that works more than 2 days a week and has a valid NPI employed by or under contract with Licensee to provide healthcare services.

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1.12.2 "Part Time Provider" means any provider that works 2 days or less per week and has a valid NPI employed by or under contract with Licensee to provide healthcare services.

1.13. "Services" means Support Services, Implementation Services, Third Party Services and any other service purchased by Licensee (whether identified on an Order Form or otherwise contemplated by this Agreement).

1.14. "Software" means the computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled which is owned or licensed by CureMD in object code form, and that Licensee has subscribed to as set forth in an Order Form; provided, however, that the term "Software" does not include any Third Party Service.

1.15. "Subscription Fee" means the fee for subscribing to the Programs or Services as set forth in the Order Form inclusive of fees which may include other services offered as part of a package.

1.16. "Support Services" means those support services provided by CureMD pursuant to Section 17.

1.17. "Third Party Services" means any software, offering, product or functionality that Licensee uses (whether or not specifically subscribed for in an Order Form), but which is provided by an independent third party.

1.18. "Third Party Terms" means third party pass-through terms set forth in the Terms and Conditions Applicable to Third Party Services available at www.curemd.com/LSA-ThirdPartyTerms.pdf and incorporated by reference herein pursuant to which the Third Party Services are sublicensed to Licensee.

2. **Right to Use Programs and Services**. During the term of this Agreement, CureMD grants to Licensee a non-exclusive, non-transferable, limited license for Authorized Users to access and use the Programs and Services set forth in the Order Form. Licensee shall access the Programs and Services solely for Licensee's own internal business operations located and from within the United States of America or any U.S. territory. Licensee shall only access and use the Programs and Services for healthcare purposes and in accordance with applicable law.

2.1. Use of Software. The Licensee acknowledges that the continued integrity of the Programs and Services and CureMD's performance of its obligations described in this Agreement are dependent upon Licensee's use of the Programs and Services in accordance with this Agreement and the Documentation.

In the event that CureMD or its Third Party Service providers grant Licensee permission to alter, modify or customize any of the Programs or Services, then Licensee assumes all liability for such altered, modified or customized Programs and Services. Licensee hereby acknowledges and agrees that CureMD and its Third Party Service providers disclaim all warranties, express and implied, regarding any Licensee-altered, customized or modified Programs and Services.

2.2. Contractors. Licensee may permit third-party independent contractors ("Contractors") to access and use the Programs and Services only in accordance with the terms of this Agreement, provided that such access and use is pursuant to a written, binding agreement between Contractor and Licensee ("Contractor Agreement") that is at least as protective of CureMD's rights in and to the Programs and Services, CureMD Information and Materials, Confidential Information as this Agreement. Licensee shall ensure that each Contractor fully complies with its Contractor Agreement, and Licensee shall be liable to CureMD for any breach by Contractor thereof or this Agreement. LICENSEE ACKNOWELDGES AND AGREES THAT CUREMD ASSUMES NO LIABILITY FOR ANY CONSEQUENCES WHATSOEVER ARISING OUT OF OR RELATING TO THE USE OR ACCESS BY THE CONTRACTOR OF THE PROGRAMS AND SERVICES. The Licensee will indemnify, defend and hold CureMD harmless for any loss, damages, penalty and injury whatsoever that may arise from the access or use of the Programs and Services by the Contractor.

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2.3. Prohibited Uses. Licensee shall not, and shall not permit any third party to: (i) sublicense, copy, distribute, transmit, display, publish, assign, convey, modify, create derivative works from, derive specifications from, encumber, exhibit, alter, integrate, combine, translate, record, reverse engineer, decompile or disassemble or otherwise attempt to discover in any way whatsoever the Programs or Services or any source code, underlying ideas or algorithms, software or system thereto; (ii) alter, encumber, transfer, sell or lease the Programs or Services, or any Confidential Information, to any third party; (iii) allow any third party or unauthorized party to access or use the Programs or Services for any purpose; (iv) access or use the Programs or Services for third party training, commercial time-sharing, software hosting, data processing services, services rental or service bureau use; (v) remove, deface, obscure, or alter Programs or Services' copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the Programs or Services; (vi) compromise the security or integrity of any data, equipment, software, or system input or output of the Programs or Services; (vii) use, reproduce, publish, or distribute content in connection with the Programs and Services that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right; (viii) misuse the Services or use the Services for illegal purposes; (ix) use, or input any Licensee Data in, the Programs and Services or any part thereof for any unlawful, offensive purpose, or to mislead or harass anyone or transmit any libelous, abusive, threatening, harmful, obscene or otherwise objectionable material of any kind or nature; and (ix) conduct penetration testing.

Use of or access to the Programs and Services not in accordance with this Agreement is strictly prohibited. CureMD may limit or suspend permission to access or use the Programs and Services immediately if the terms of this Agreement are violated.

2.4. Professional Responsibility. The Licensee acknowledges and agrees that the Programs and Services, and CureMD Information and Materials are not intended to be used as diagnostic tools or to provide determinations. Information contained or entered therein in no way replaces or substitutes the professional judgment or skill of Licensee. Licensee and Authorized Users accept all risks arising from, and are solely responsible for, their professional, advisory, analytical and technical services including patient examination, diagnosis, prescription, treatment and personal injury or loss of life. Neither CureMD nor its Third Party Service providers assume any responsibility for actions of Licensee which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis

2.5. Licensee Responsibilities. Licensee shall be solely responsible for (i) ensuring that the Authorized Users' access and use of the Programs and Services are in accordance with this Agreement and Documentation; (ii) implementing and maintaining appropriate and adequate administrative, physical and technical safeguards in accordance with HIPAA, and securing its hardware, environment and software; (iii) safeguarding the confidentiality of Log-In Credentials (defined below) of the Licensee or its Authorized Users; (iv) obtaining access to the internet using software and hardware that meet CureMD's system requirements, including security requirements in accordance with the Documentation; and (v) obtaining and maintaining all applicable federal, state and local licenses.

2.6. Licensee Responsibility for Licensee Hosted Version. If the Licensee has licensed the Licensee Hosted Version of the Programs and Services, the Licensee shall be solely responsible for implementing adequate administrative, physical and technical safeguards in accordance with HIPAA to protect the information stored within the Licensee Hosted Version, including risk assessment and risk analysis. The Licensee will indemnify, defend and hold CureMD harmless for any loss, damages, penalty and injury that may arise from any loss, damage or corruption of data stored within the Licensee Hosted Version.

3. **Ownership / Title**. As between the parties, CureMD and Third Party Service providers retain all title and interest in any copyrights, patents, trade secrets, know-how and other proprietary rights of any kind in the Programs and Services, CureMD Information and Materials, CureMD Confidential Information, and all edits, improvements, additions, modifications, interfaces, ideas, advices, recommendations, any custom templates, change requests, documents or proposals and derivative works prepared from or relating thereto. Licensee does not acquire any rights, express or implied other than the limited rights as set forth in the Agreement.

4. **Monitoring; Access; Verification**. CureMD shall have the right to access and monitor use of the Programs and Services by Licensee to (i) operate and monitor the Programs and Services properly; (ii) protect itself or others; (iii) maintain accounting

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records regarding the usage of the Programs and Services by the Licensee; (iv) verify the list of Authorized Users; and (v) retrieve usage patterns, behaviors, trends, error reports. This access to the Licensee's information will be strictly for the purposes mentioned herein, and in full compliance with HIPAA.

5. **Providers, Log-In Credentials**. Licensee may designate, or CureMD shall provide, user account names and / or passwords ("Log-In Credentials") for the Authorized Users. Licensee acquires no ownership rights to any Log-In Credentials, and Log-In Credentials may be revoked or changed at any time.

   Licensee shall be liable and responsible for all activities conducted through, and any consequences arising from, the Log-In Credentials, whether or not such activities have been authorized by Licensee. Licensee will promptly notify CureMD if Log-In Credentials' confidentiality or use is compromised.

   Licensee will, and CureMD may, terminate any Authorized User's access to Programs and Services (i) when an Authorized User ceases to perform work on behalf of Licensee; (ii) if an Authorized User breaches any term of this Agreement; or (iii) if CureMD reasonably determines that Authorized User's use or access adversely effects CureMD or the Programs and Services.

   Licensee must have a minimum of one (1) Full Time Provider. If a Part-Time Provider increases the number of days worked, Licensee will be required to purchase a Full Time Provider license and pay the increase in license fees. All applicable fees will be retroactive.

6. **Subscription Fees; Payment**.

   6.1. Subscription Fee. The Subscription Fees shall be determined on the basis of the number of Providers. The fees for one-time Services (e.g. set-up and Implementation Services) are due upon acceptance of any Order Form and prior to delivery of the applicable Service, unless otherwise stated in the Order Form.

   6.2. Payment Terms. Beginning on the Effective Date (defined below), Licensee will pay Subscription Fee as specified in the Order Form in advance. Effective date of the Subscription Fee period shall be the day the Licensee accesses the CureMD implementation portal ("Effective Date"). All monthly or recurring Subscription Fees shall be invoiced monthly in advance. Changes to pricing will be in accordance with Section 28.10 of this Agreement.

   Subscription Fees are payable in U.S. Dollars and shall be due and payable within thirty (30) days of receipt of invoice ("Due Date"). An administrative late charge computed at the rate of one and one-half percent (1.5%) per month or the highest allowable by law, whichever is lower, will be charged for any invoice not paid by the Due Date for every month the amount remains unpaid.

   Licensee acknowledges and agrees that there shall be no refunds for any reason under this Agreement for any service delivered or scheduled to be delivered whatsoever, including termination of this Agreement regardless of the cause of such termination.

   6.3. Suspension / Revocation of Access. Licensee acknowledges that in the event that Subscription Fees are not paid within thirty (30) days of Due Date, CureMD shall have an additional right to convert Licensee's access to, and use of, the Programs and Services, to a limited read-only access until the delinquent Subscription Fees together with administrative late charge are paid to CureMD. CureMD further reserves the right to disable the Licensee's limited read-only access to the Programs and Services in case of continued default of payment within a period of fifteen (15) days thereafter.

   6.4. Invoice Disputes. Licensee shall have twenty-one (21) days from receipt of an invoice to dispute any portion of the invoice and any dispute not raised in writing within such period is hereby irrevocably waived by Licensee. The parties shall work together in good faith to resolve any disputes within ten (10) days. The Licensee shall pay any amount that is no longer in dispute within ten (10) days after such dispute is resolved.

   6.5. Collections. To the extent CureMD incurs any expenses in collecting (or seeking to collect) unpaid amounts due from Licensee under this Agreement (including, but not limited to, reasonable attorneys' fees), Licensee shall be liable for any such expenses.

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6.6. Addition / Removal of Providers. If Licensee adds one or more Providers, the Licensee shall pay additional Subscription Fees, including any support and maintenance fees, calculated at the then-current rate for additional providers, and pro-rated for the applicable portion of the month in which the provider is added.

6.7. Additional Products / Services. CureMD may, upon notice fifteen (15) days' notice to the Licensee, charge additional fees for any additional products / services, Third Party Services and products, network access, connectivity solutions, subscription services, tools, knowledge bases, data bases and libraries, etc. not originally included in this Agreement and to which Licensee gains access to.

6.8. Taxes. The fees listed in the Agreement (including the Order Form) shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes; there shall be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, exclusive of taxes based on CureMD's net income. If CureMD is found to be responsible for the withholding and payment of taxes on behalf of Licensee, Licensee agrees to indemnify CureMD with respect to the full amount of taxes due, together with applicable interest and penalties. If Licensee is required to withhold any tax from any payment, then the amount of the payment will be automatically increased to completely offset such tax so that the amount remitted to CureMD, net of all taxes, equals the amount invoiced or otherwise due.

7. **Term and Termination**.

7.1. Term. Subject to the termination rights set forth in the Agreement, Licensee's right to access and use the Programs and Services shall remain in effect for the initial term (and any renewal term) set forth in the Order Form. If (i) no initial term is set forth on the Order Form, then the initial term shall be the period commencing on the Effective Date and ending sixty (60) months from the Effective Date; and, if (ii) no renewal term is set forth on the Order Form, then the initial term shall automatically renew for a similar duration as the initial term. Either party may provide a written notice of non-renewal at least ninety (90) days' prior to the end of the then-current term. Upon receipt of such notice, the Agreement shall terminate on the completion of the then-current term.

7.2. Termination for Cause. Either party may terminate the Agreement: (i) at any time upon sixty (60) days prior written notice, if the other party commits a material breach of this Agreement that remains uncured after sixty (60) days' written notice specifying the nature of the breach and identifying the measures required to correct the breach; (ii) to comply with any order issued or proposed to be issued by any governmental agency or court or with any provision of law or regulation; or (iii) if the other Party is involved in a violation of federal or state law or is excluded from participation in a federal or state health care program.

7.3. Termination Rights. CureMD may terminate the Agreement immediately if: (a) Licensee becomes insolvent, files for, or is subject to, bankruptcy, or comparable proceeding; (b) Licensee or its employees: (i) uses obscene, offensive, threatening or malicious language with CureMD's employees, officers, contractors or agents; (ii) violates Section 2; or (iii) otherwise exposes CureMD to civil or criminal liability; or (d) there is any wrongful or unauthorized access to, or use of, the Programs or Services by Licensee or any other third party.

7.4. Audit. CureMD shall have the right to monitor utilization of the Programs and Services by the Licensee. If CureMD determines that Licensee's use of the Programs and Services is above what is being invoiced for based on the representations of the Licensee, the Licensee will be responsible for additional applicable fees in accordance with this agreement retrospectively.

7.5. Effect of Termination.

7.5.1 Upon termination of the Agreement: (i) access to and use of the Software and Services shall be terminated; (ii) Licensee will immediately pay to CureMD all amounts due hereunder for all services rendered or agreed upon through the date of termination; and (iii) return and deliver to CureMD all CureMD Information and Materials and CureMD Confidential Information.

7.5.2 Termination of the Agreement shall not (i) relieve the Licensee from any liability that may have arisen prior to such termination; and (ii) limit either party from pursuing other remedies available to it, including

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injunctive relief.

7.6. Early Termination. In case Licensee requests termination prior to the completion of the initial term, or any renewal term, Licensee shall be liable for all past due payments along with a $5,000 one-time cancellation fee per provider and $100 per provider per month for the remaining months of the then current term, to cover internal and third party costs incurred by CureMD.

8. **Licensee Data**.

8.1. Licensee represents and warrants to CureMD that (i) all data it provides to CureMD or that it selects in Programs and Services is accurate, complete and appropriate, and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects or approves; (iii) it and its personnel are duly authorized and qualified to enter and access such data; (iv) Licensee's access, use and disclosure of the Licensee Data complies with applicable federal, state and local laws and regulations; and (v) the Licensee Data does not infringe the intellectual property rights of any third party.

8.2. CureMD is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available through, the Programs and Services. Use of and access to Programs and Services, including, but not limited to, clinical information in Programs and Services, is at the sole risk and responsibility of Licensee and any practitioner or health care provider or facility. CureMD shall not be liable for any action or inaction of Licensee which may give rise to liability under the federal False Claims Act or any state version thereof.

8.3. The Licensee shall be solely responsible for affording individuals their rights with respect to the Licensee Data, such as the rights of access and amendment.

8.4. CureMD agrees to maintain the security of Licensee Data using industry-standard data security protocols, and other methods reasonably deemed to be adequate for secure business data. CureMD shall employ commercially reasonable precautions to prevent the loss of or alteration to Licensee Data, but CureMD does not guarantee against any such loss or alteration. The Licensee acknowledges that, while the Programs and Services will contain certain technical safeguards against misuse of the Programs and Services, it will rely to a substantial extent on the representations and undertakings of the Licensee and its workforce. CureMD is not and will not be, Licensee's official record keeper.

8.5. As between the parties, Licensee is the owner of all Licensee Data and all rights, title and interest therein, is and shall remain the exclusive property of Licensee; provided, however, that nothing herein shall prevent CureMD from using or disclosing such Licensee Data as may be required by law, or as otherwise permitted in this Agreement, including, without limitation, the Business Associate Addendum available at www.curemd.com/LSA-BAA.pdf.

8.6. Without limiting the foregoing, insofar as Licensee possesses the legal authority to do so, Licensee hereby authorizes CureMD and Third Party Service providers to use de-identified Licensee Data in any form or format, for data benchmarking, sharing, warehousing, resource utilization and similar data analysis services, insofar as such Licensee Data may be lawfully used for such purposes; provided, however, that CureMD shall protect and maintain the confidentiality of all patient data. All de-identified information created by CureMD in compliance with the Agreement will belong exclusively to CureMD, provided that Licensee will not hereby be prevented from itself creating and using its own de-identified information.

9. **Return of Data**. Upon termination, at the Licensee's request and expense, CureMD shall make the copy of the Licensee Data available to the Licensee. Licensee must request Licensee Data within three (3) months of termination or expiration of this Agreement by paying the then applicable data extraction fees to CureMD. Upon any termination of the Agreement, CureMD shall have the right to maintain a copy of all Licensee Data in accordance with, and for the period of time it determines is required or permitted by, applicable law including HIPAA. The sole liability and responsibility as to the Licensee Data, including patient records, rests with the Licensee.

10. **Data Migration Services**.

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10.1. Data for Data Import. Licensee understands that the quality of Licensee Data available in the Programs and Services depends on the quality of the data provided by the Licensee. CureMD is not responsible for: (i) the inability to perform or access data migration services due to improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software; (ii) any problems arising from third party software installed on the Licensee's hardware by CureMD's technicians, the Licensee, or other third party; (iii) lost data due to hardware failure, virus, spyware, corruption or any other situation; and (iv) the inability to access, or the delay in accessing, the Licensee Data due to Licensee's previous or pre-existing vendor or third party service provider.

10.2. Representations. CureMD does not make any representation concerning: (i) estimated completion dates, hours, or fees to provide the data migration services; (ii) performance or function of any product or system; (iii) the experiences or recommendations of other parties; or (iv) the results or savings the Licensee may achieve.

10.3. Licensee Obligations. The Licensee agrees to (a) provide all Licensee Data in an industry standard format regularly used by CureMD in the ordinary course of business; (b) designate an technically qualified authorized representative; (c) fully back up and secure all programs and data, including Licensee Data, residing on the Licensee's system prior to the performance of data migration services; (d) provide CureMD with necessary hardware / software and access to the Licensee's servers and/or their premises; (e) identify the format and media on which migrated data will be delivered; (f) refrain from entering new data during the performance of data migration services; (g) create a recovery plan to be followed in the event of any unforeseeable problems; and (h) execute the Licensee's test plan to ensure data integrity after completion of the data migration.

10.4. Data Migration Limitations. Licensee acknowledges that transferring Licensee Data in connection with the use of the Programs or Services is subject to the possibility of human and mechanical errors, omissions, and losses, including inadvertent loss of data, non-availability of technical support staff, incompatibilities in data formats, already-corrupted data, or damage to media that may give rise to loss or damage. Licensee is responsible to adopt reasonable measures to limit the impact of such problems. The Licensee acknowledges and agrees that the migration will be at its sole and exclusive risk and CureMD is not responsible for incorrect, missing, lost or corrupted data, installation, de-installation, use of, or inability to use the Licensee's computer equipment, hardware, peripherals, database, or the network as a result of the data migration services.

11. **Indemnity by CureMD**.

11.1. Indemnification. CureMD shall, subject to the limitations on its liability set forth in this Agreement, indemnify, defend and hold harmless Licensee from and against any action against Licensee to the extent that it is based solely on a claim that the use of Software by Licensee has infringed an intellectual property right and the use of such program in such manner is prohibited by a court of competent jurisdiction (a "Claim").

11.2. Requirements. The indemnification obligations set forth in this section are subject to the following conditions: (i) Licensee shall give CureMD prompt written notice of any Claim within ten (10) business days of the receipt of Claim; (ii) Licensee shall give CureMD the sole right to control and direct the investigation, defense and settlement of the Claim; and (iii) Licensee shall reasonably cooperate with CureMD in the investigation, defense and settlement of the Claim. Licensee further agrees to provide CureMD with available information and/or employees as CureMD may reasonably request in defending a Claim. Licensee shall not settle or compromise any Claim, and any such settlement or compromise shall be void as against CureMD and shall terminate CureMD's obligation to indemnify Licensee with respect to such Claim.

11.3. Exclusions. CureMD shall have no obligation to the extent a claim is based upon: (i) use of any version of Programs or Services which are altered by, or at the request of Licensee, if infringement would have been avoided by a current, unaltered version; (ii) combination, operation or use of the Program or Services with software and/or hardware not delivered by CureMD, if such infringement could have been avoided by not combining, operating or using of the program with such software and/or hardware; or (iii) infringement of intellectual property rights attributable to input of Licensee Data on the Programs or Services.

11.4. Remedial Measures. If the Software becomes, or may become, the subject of a Claim, then CureMD may, at its own expense and option: (i) procure for Licensee the right to continue use of the Software at no additional cost to

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Licensee for such right; (ii) replace the Software with a non-infringing product; (iii) modify the Software so that it becomes non-infringing; or (iv) immediately terminate Licensee's license to such Software. In the event of termination, CureMD shall have no liability to Licensee or any party concerning their use of such Software except to refund to Licensee a pro rata portion of the Subscription Fees, actually paid to CureMD.

11.5. Exclusive Remedy. THE FOREGOING STATES CUREMD'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY INFRINGEMENT, ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY BY THE PROGRAMS OR SERVICES OR ANY PART THEREOF.

CureMD's indemnification obligations under this section shall not apply in the event that any of the losses are covered by Licensee's indemnification obligations set forth under this Agreement.

12. **Indemnity by Licensee**. The Licensee agrees to indemnify, defend and hold harmless CureMD, and Third Party Service providers from and against any claims, losses, damages (including but not limited to compensatory, consequential, special and punitive damages), demands, costs, penalties, injuries, interest, or expenses (including without limitation reasonable attorney fees and costs) in connection with the Licensee's or its employees', officers', directors', agents' and / or contractors': (i) use of the Programs and Services, and all information contained therein, including Licensee Data; (ii) act, omission (negligent, willful or otherwise) or breach of any term of this Agreement; (iii) any personal injury or death sustained by an individual or any third party, alleged or otherwise; (iv) violation of federal, state or local laws, rules or regulations; (v) use of Programs and Services not in strict conformance with Documentation, workflows or functionality built into the Programs; (vi) provision of professional services, including medical treatment, diagnosis or prescription; (vii) the completeness or lack thereof of prescription benefit or medication history information; (viii) improper use, or infringement, of Third Party Services; (ix) suspension, termination or change of the Licensee's access to Programs and Services; and (x) any errors or inaccuracies contained in the Licensee Data as delivered by Licensee to CureMD.

13. **Warranty and Remedies**.

13.1. Software Warranty. Subject to Licensee's compliance with this Agreement, CureMD represents and warrants that the Software will be free from material errors. This warranty shall apply for a period of thirty (30) days from the Effective Date. Any error not reported within such period will be deemed waived and accepted by Licensee.

13.2. Data Migration Warranty. Subject to Section 10 and Licensee's compliance with this Agreement, CureMD represents and warrants that the migration of data by CureMD will conform in all material respects with the written documentation provided by CureMD. This warranty shall apply until the earlier of (i) the expiration of five (5) business days from the date the data at issue is imported, or (ii) the date the database is first altered in any way by the Licensee. Any non-conformance not reported within such period will be deemed waived and accepted by Licensee.

13.3. Other Services Warranty. CureMD warrants that the Support Services, the Implementation Services and any other service set forth in an Order Form agreed to by Licensee (excluding services contemplated by Software Warranty and Data Migration Warranty) will be performed in a manner that is consistent with generally accepted industry standards for such Service. With respect to Implementation Services, CureMD does not guarantee any specific results, and the results Licensee may realize is primarily dependent on Licensee's ability to utilize and implement ideas, concepts, and practices presented in the Implementation Services. Any non-conformance not reported to CureMD by Licensee within ten (10) days of its discovery will be deemed waived and accepted by Licensee.

13.4. Exclusive Remedies. For any breach of the warranties contained herein, Licensee's exclusive remedy, and CureMD's entire liability, shall be as follows:

13.4.1 With respect to a breach of warranty set forth in 13.1, upon verification of the error, CureMD shall correct the error that caused CureMD to breach its warranty to Licensee.

13.4.2 With respect to a breach of warranty set forth in 13.2, upon verification of the error, CureMD shall, at its option, correct the database.

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13.4.3 With respect to a breach of warranty set forth in 13.3, CureMD shall, at its option, re-perform the applicable Service.

14. **Disclaimer**. THE WARRANTIES SET FORTH IN SECTION 13 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USABILITY, CONDITION OR OPERATION THEREOF, TITLE, COMPATIBILITY, SECURITY, ACCURACY, AVAILABILITY, TIMELINESS, COMPLETENESS, ADEQUACY AND NONINFRINGEMENT OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE, AND LICENSEE WARRANTS THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES, OR STATEMENTS OF FACT NOT SPECIFICALLY INCLUDED IN THIS AGREEMENT. LICENSEE ACKNOWLEDGES THAT THE PROGRAMS AND SERVICES ARE PROVIDED "AS IS" AND 'AS AVAILABLE'.

CUREMD, OR ITS THIRD PARTY SERVICE PROVIDERS, DO NOT WARRANT THAT THE PROGRAMS OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-FREE, AND FREE OF VIRUSES OR ANY OTHER MALICIOUS CODE OR THAT ALL ERRORS WILL BE CORRECTED.

EXCEPT AS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL CUREMD, OR ITS THIRD PARTY SERVICE PROVIDERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR LOSS OF USE, OR ANY OTHER FINANCIAL CLAIM FOR DAMAGES, HARDSHIP, OR FAILURE OF DELIVERY, THE COST OF DELAY, PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, ALTERATION, THEFT, DESTRUCTION OR CORRUPTION OF DATA, ANY INABILITY TO RECORD, ACCESS OR RESTORE DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, OR THE USE OF PROGRAMS OR SERVICES OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORESEEABLE, OR COST OF COVER SUFFERED BY THE LICENSEE OR BY ANY THIRD PARTY, WHETHER IN AN ACTION IN BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR TORT OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

CUREMD ASSUMES NO LIABILITY FOR THE CONSEQUENCES TO THE LICENSEE OR ITS PATIENTS ARISING OUT OF OR RELATING TO THE LICENSEE'S USE OF THE PROGRAMS OR SERVICES. THE LICENSEE ACKNOWLEDGES THAT CUREMD HAS NO CONTROL OF OR RESPONSIBILITY FOR THE LICENSEE'S USE OF THE PROGRAMS OR SERVICES OR THE CONTENT PROVIDED THEREON AND HAS NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY THE LICENSEE TO THE SERVICE.

CUREMD DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICES.

15. **Limitation of Liability**. CureMD's cumulative, aggregate total liability in any way or in any degree under the Agreement shall in no event exceed an amount equal to three (3) times the average monthly subscription fee paid by Licensee to CureMD under the Agreement. Licensee hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

This section sets forth the full extent of CureMD's liability for damages resulting from this Agreement and the Programs and Services, regardless of the form in which such liability of claim for damages may be asserted. The provisions of the Agreement allocate the risks between CureMD and Licensee. The parties agree that CureMD's pricing and other terms and conditions of the Agreement reflect the allocation of risk and the limitation of liability specified herein, and Licensee acknowledges that without such limitation on liability CureMD would not have entered into this Agreement.

16. **Service Level Guarantee**. CureMD guarantees to have the Licensee's access available through internet access 99% of the time in any given month. In the event that the Licensee's access is not available for 99%, CureMD will credit the following month's Subscription Fee as follows:

Monthly Uptime Percentage	Credit
95% to 98.9%	10%

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90% to 94.9%	20%
89.9% or below	50%

Such credit shall be retroactive and calculated against 24 hours a day in a calendar month. In order for the Licensee to receive a credit on the Licensee's account, the Licensee must request such credit within seven (7) days after the Licensee experienced the down time by sending an e-mail to support@curemd.com. The body of the message must contain the Licensee's account number, the dates and times of the unavailability, Licensee identification requested by CureMD and sufficient detail for CureMD to validate the unavailability. Credits will usually be applied within sixty (60) days of the Licensee's credit request. This Service Level Guarantees and credits are subject to Force Majeure Clause hereof, as well as availability of Software and access capability at the time of outage. This guarantee applies to Licensees in good financial standing with CureMD at the time of a service outage. CureMD retains sole discretionary power when determining whether or not this guarantee has been met.

The issuance of credits to the Licensee hereunder shall be the Licensee's sole and exclusive remedy for any claim and the Licensee hereby waive the right of any action, legal or otherwise, against CureMD by accepting the applicability of the service level credits to any claims the Licensee might have relating to the quality of service hereunder.

17. **Support**. Subject to Licensee's compliance with this Agreement, CureMD will provide telephone and online Support Services during business hours, which are 7:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, excluding holidays (the "Business Hours"). Extended Support Services shall be available at the request of the Licensee at the rate of $250 per two hours slots. CureMD is not responsible for issues related to Licensee's computer or internal / external network.

18. **Implementation and Data Migration Services; Abandonment**.

18.1. Trainings provided are billed at a standard rate for each day. If the number of hours required for Implementation Services during a calendar day exceeds 8 hours, each hour will be billed at then-current after-hours consulting rates. For on-site training, Licensee shall be responsible for all travel, boarding and lodging and reasonable business expenses.

18.2. All Implementation Services and data migration services must be utilized by Licensee within 90 days from the date on the Order Form, unless extended through mutual agreement of the Parties. Failure to utilize these services within such period, will result in these services being considered as delivered and no refund or other compensation shall be issued by CureMD (except in those cases where the failure to utilize or provide such services is a result of CureMD's negligence or wilful misconduct).

18.3. As part of Implementation Services, Licensee hereby authorizes CureMD to complete and execute any electronic signatures on behalf of Licensee for the sole purpose of facilitating electronic data interchange ("EDI") between Licensee and payors. In addition, Licensee hereby ratifies any prior electronic signatures executed by CureMD on behalf of Licensee for the sole purpose of EDI. Licensee represents and warrants that it has the actual authority to permit CureMD to complete and execute such EDI submissions on behalf of Licensee.

18.4. The Licenses shall notify CureMD if due to reasons of infirmity or sickness the Licensee, or any Provider, is unable to continue the use of the Programs and Services. Upon the request of the Licensee, and at CureMD's sole discretion, CureMD may place the Licensee's account on hold for a maximum period of six (6) months.

18.5. In the event Licensee due to inactivity or unresponsiveness fails to communicate with CureMD for a period of six (6) months, the Licensee shall be considered dormant and automatically released from this Agreement. All payments made by the Licensee shall be forfeited. Licensee shall be responsible for all fees incurred. Licensee may resume access to the Programs and Services subject to applicable charges.

19. **Data Storage**. Unless otherwise set forth on an Order Form, each Provider is allowed 10 gigabytes of Data Storage. Additional Data Storage will be billed at in increments of $10 per 10 gigabytes per provider per month.

20. **Third Party Services**.

20.1. Third Party Terms. The Programs and Services include sub-licensed third party software and services which may be

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used solely with, or as part of, the Programs and Services and for no other purpose. The terms applicable to the Licensee's access and use of such software and services are set forth in the Third Party Terms available at www.curemd.com/LSA-ThirdPartyTerms.pdf.

Notwithstanding the foregoing, such third party software and services may, in addition to the terms and conditions set forth herein, require the Licensee to enter into separate agreements with the respective third party vendors. The Licensee agrees to execute such agreements as may be required for the use of such third party software or services.

20.2. Disclaimer. CureMD uses unrelated third parties to provide the Third Party Services, and the availability and accuracy of such Third Party Services is not within CureMD's control. Licensee hereby waives any and all claims which Licensee may have against CureMD in connection with the Third Party Services and CureMD waives all liability directly caused by the negligence, conduct or misconduct of Third Party Services. The Licensee understands and acknowledges that the provision of Third Party Services is dependent on continuing contractual relationship between CureMD and Third Party Service providers.

20.3. Sublicense. As applicable in connection with Programs or Services, CureMD hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable and royalty-free sublicense to the Third Party Services subject to the Third Party Terms. CureMD reserves the right to modify the Third Party Terms in the event CureMD adds or replaces Third Party Services or as required in connection with changes to the third party license agreements for Third Party Services. CureMD agrees to use commercially reasonable efforts to post the current Third Party Terms on Software and notify Licensee through an alert on Software when CureMD has posted revised Third Party Terms. All sublicenses granted hereunder are solely for Licensee's use in connection with Programs or Services and will terminate on the earlier of expiration or termination of (i) this Agreement or (ii) the applicable agreement between CureMD and Third Party Service provider.

20.4. Third Party Beneficiaries. Providers of Third Party Services shall be third party beneficiaries to this Agreement with respect to the services provided to Licensee.

21. **Confidential Information**. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of disclosing party ("Disclosing Party"). The receiving party ("Receiving Party") will not disclose the Confidential Information of Disclosing Party except for the provision or utilization of the Programs and Services and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of Disclosing Party as it uses with respect to its own confidential information, but in no case less than reasonable care and shall, in addition, take such actions as are required under this Agreement or shall be reasonably specified by Disclosing Party in a written notice to the Receiving Party. Receiving Party will limit access of Confidential Information to its affiliates, employees and authorized representatives with a need to know and will enter into confidentiality agreements with terms similar to those mentioned in this section. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of Disclosing Party (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (ii) as appropriate, to respond to any summons or subpoena or in connection with any litigation; provided that, immediately upon receiving any such request and to the extent that it may legally do so, Receiving Party advises Disclosing Party of the request prior to making such disclosure in order that Disclosing Party may interpose an objection to such disclosure or take such other action as it deems appropriate to protect the Confidential Information.

Upon the request of Disclosing Party, Receiving Party shall return or destroy all Confidential Information, including copies within ten (10) days of such request. If the Receiving Party is unable to destroy any such Confidential Information, it must remove any part containing references to the Confidential Information. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction or return within ten (10) days thereafter.

Nothing contained herein shall be construed as granting or conferring any rights, license or otherwise in any Confidential Information. Confidential Information may pertain to prospective or unannounced products. Licensee agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product/service.

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Receiving Party agrees that Disclosing Party will suffer irreparable harm if Receiving Party fails to comply with its obligations set forth in this Section 21, and that monetary damages will be inadequate to compensate Disclosing Party for any such breach. Accordingly, Receiving Party agrees that Disclosing Party will, in addition to any other remedies available at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof as well as seek specific perform ance, immediately and without the necessity of posting a bond.

22. **Trademarks and Publicity**. Except for linking to CureMD websites, Licensee may not use any CureMD logo or trademark, whether or not such mark are registered, in any form whatsoever without prior written approval from CureMD. CureMD may publicly refer to the Licensee, orally and in writing, as a customer of CureMD and may also use Licensee's trademark or logo for this purpose. Any other reference to Licensee by CureMD requires the written consent of Licensee.

23. **Governing Law and Dispute Resolution**. The Agreement, and all matters arising out of or relating to the Agreement, shall be governed by the laws of the State of New York applicable to contracts made and wholly performed in such state. Any controversy or claim arising out of or relating to the Agreement or breach thereof, with the sole exception of Licensee invoice disputes which are governed by Section 6.4, shall be submitted to the following procedure: (i) direct negotiation in a settlement conference to be scheduled as soon as possible after the dispute arises; (ii) if no resolution is reached within sixty (60) days of the settlement conference, the parties will submit the dispute to non-binding mediation in New York, NY under the mediation rules of the American Arbitration Association; and (iii) if no settlement is reached within sixty (60) days of the start of mediation, either party may seek legal redress in federal and state courts located in Southern District of New York for disputes arising out of this Agreement.

24. **Insurance**. The Licensee shall obtain and maintain such policies of, general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by persons engaged in the Licensee's business covering the duration of this Agreement. Such insurance shall be in amounts no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate.

25. **Notices**. Licensee agrees to notify CureMD of any changes to Licensee's business address, business contact, and support contact within ten (10) days of any change thereto. All notices required or permitted hereunder shall be given in writing or as specifically set forth in the applicable section of the Agreement.

26. **U.S. Government**. The Software and accompanying documentation are commercial computer software and documentation developed exclusively at private expense and in all respects are proprietary data belonging to CureMD. If the Software and accompanying documentation are used under the terms of a DoD or civilian agency contract, the use, reproduction and disclosure of such software and documentation by the Government is subject to the restrictions set forth in the Agreement in accordance with 48 C.F.R. 227.7202 or 48 C.F.R. 12.212, respectively.

27. **Non-solicitation**. During the term of the Agreement and for twelve (12) months thereafter, neither party shall, alone or in association with others, solicit any employee or contractor of the other party to terminate its employment or contracting relationship with the other party or its subsidiaries. Nothing herein shall preclude either party from hiring employees or contractors of the other party to the extent such employees or contractors respond, without any solicitation by or on behalf of the hiring party, to advertisements or job openings published or otherwise made generally available to the public by the hiring party.

28. **Misc. / General**.
    - 28.1. Time-Bar. Except for actions for nonpayment or breach of CureMD's proprietary rights in the Software, no action, regardless of form, arising out of the Agreement may be brought by either party more than six months after the cause of action has accrued.
    - 28.2. Call Monitor and Recording. Licensee acknowledges and agrees that calls to and from CureMD may be monitored or recorded.
    - 28.3. Legal Advice. Licensee's use of the Programs or Services, or any CureMD Information and Materials, templates, Documentation, forms or other documents made available to Licensee in no way constitutes the provision of legal advice from CureMD to Licensee.

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28.4. Waiver. The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other, or subsequent, default or breach.

28.5. Entire Agreement. The Agreement, any Order Form along with exhibits constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of the Agreement. Any representations, promises or inducements oral or written not embodied in this Agreement, must be in writing and signed as part of an Addendum to this Agreement.

28.6. Assignment. CureMD may assign this Agreement or any rights or obligations under the Agreement to a third party. Except as provided for hereunder, Licensee may not assign the Agreement or any rights or obligations hereunder without the prior written consent of CureMD; any such assignment without the prior consent of CureMD shall be void. CureMD may use subcontractors to perform Services under this Agreement; provided, however, that such subcontracting shall not relieve CureMD from responsibility for performance of its duties hereunder.

28.7. Third Party Beneficiaries. Except as provided for under this Agreement, CureMD has no obligation to any third party by virtue of this Agreement, including any patient of any Licensee.

28.8. Severability. If any of the provisions of the Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the fullest extent possible, the economic, business and other purposes of the Agreement.

28.9. Survival. Licensee's rights under this Agreement will terminate automatically if Licensee breaches any terms of this Agreement. All sections that contemplate survival will survive any termination of this Agreement.

28.10. Modification. Notwithstanding the provisions of Section 20.3, CureMD may modify or amend the terms and pricing of the Agreement or any incorporated Order Form, upon written notice, e-mail or otherwise, to Licensee. Following any such notification, Licensee shall have the right for a period of thirty (30) days from receipt to inform CureMD in writing that it does not accept the modification or amendment of the Agreement. If Licensee does not notify CureMD in writing that it does not accept such modification or amendment within such thirty (30) day period, and continues to access and use the Software and/or receive the Services, this shall be deemed agreement by the Licensee to the modification or amendment. If Licensee properly notifies CureMD that it does not accept the new terms within the thirty (30) day period, then Licensee may continue to access and use the Programs and Services until the end of Licensee's then-current term, at which time the Agreement, and Licensee's access to and use of the Software and its receipt of Services shall terminate.

28.11. Force Majeure. Neither party is liable under this Agreement for non-performance caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or nature, strikes or other labor disputes, riots, or other acts of civil disorder or any other events, conditions or causes beyond such party's reasonable control.

28.12. Electronic Signature. Licensee expressly agrees not to contest the validity of any electronic signature because the signature is performed electronically.

29. **Additional Products / Services Addenda**. Additional Products / Services may subject to the acceptance of additional terms and conditions by the Licensee. The below table lists the terms and conditions governing the use and access of the respective Additional Products / Services.

Exhibit	Link
Revenue Cycle Management	www.curemd.com/LSA-RCM.pdf
CureConfirm	www.curemd.com/LSA-CureConfirm.pdf
E-Fax	www.curemd.com/LSA-E-Fax.pdf
Medical Transcription	www.curemd.com/LSA-MedicalTranscriptionServices.pdf

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Chronic Care Management	www.curemd.com/LSA-CCMServices.pdf
Credential Services	www.curemd.com/LSA-Credentialing.pdf

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date set forth herein below.

DocuSigned by:
William Adsit
C81B587250D04ED...

CureMD.com, Inc.

Name: William Adsit

Title: Dir. Business Development

Date: 12/29/2021 | 11:31 AM EST

Tacoma-Pierce County Health Department

Name: Chris Schuler

Title: Finance Director

Date: Feb 4, 2022

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CureMD

Addendum to the License and Services Agreement

This Addendum to the License and Services Agreement, effective as of the signature date indicated below ("**Effective Date**") is made and entered into by and between CureMD.com, Inc ("**CureMD**") and Tacoma-Pierce County Health Department ("**Licensee**") (collectively, the "**Parties**").

WHEREAS, CureMD and Licensee have entered enter into an Order Form, License and Services Agreement ("**Agreement**") and the Revenue Cycle Management Services Addendum ("**RCM Addendum**"), pursuant to which CureMD provides certain healthcare solutions to Licensee as more specifically described in the Agreement;

WHEREAS, the Parties now desire to amend certain provisions of the Agreement, which shall be read as an integral part thereof;

NOW THEREFORE, in consideration of the premise set forth herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. The recitals set forth above are hereby incorporated and made a part of this Addendum by reference.

2. Section 6.1 of the Agreement is hereby stricken and replaced with the following:

   "Subscription Fee. The Subscription Fees shall be determined on the basis of the Order Form."

3. Section 6.6 of the Agreement is hereby stricken and replaced with the following:

   "Addition / Removal of Providers. If Licensee adds one or more Providers, the Licensee shall, subject to a Work Order signed by both Parties, pay additional Subscription Fees, including any support and maintenance fees, calculated at the then-current rate for additional providers, and pro-rated for the applicable portion of the month in which the provider is added."

4. Section 7.3 of the Agreement shall include the following:

   "Licensee may terminate the Agreement if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period."

5. Section 7.6 of the Agreement shall include the following:

   "Provided, however, no early termination fee shall be owed if the termination arises under Sections 7.2 or 7.3."

6. In Section 9 of the Agreement, the following sentence shall be stricken:

   "The sole liability and responsibility as to the Licensee Data, including patient records, rests with the Licensee."

7. In Section 10.3 of the Agreement, subsection (d) shall be stricken and replaced with the following:

   "(d) provide CureMD with hardware / software and access to the Licensee's servers and/or their premises in the event Licensee requests CureMD to provide data migration services;"

8. Section 11.1 of the Agreement is hereby stricken and replaced with the following:

"CureMD shall, subject to the limitations on its liability set forth in this Agreement, indemnify, defend and hold harmless Licensee from and against any action against Licensee to the extent that it is based solely on a claim that: (i) the use of Software by Licensee has infringed an intellectual property right and the use of such program in such manner is prohibited by a court of competent jurisdiction; or (ii) CureMD: (a) breached of any term of this Agreement; or (b) violated federal, state or local laws, rules or regulations (a "Claim")."

9. Section 13.1 of the Agreement is hereby stricken and replaced with the following:

"Software Warranty. Subject to Licensee's compliance with this Agreement, CureMD represents and warrants that the Software will be free from material errors. This warranty shall apply for a period of thirty (30) days from the Effective Date, and thirty (30) days from the date CureMD provides Licensee with a software update, if any, during the term of this Agreement. Any error not reported within such period will be deemed waived and accepted by Licensee."

10. In Section 15 of the Agreement, the first paragraph is hereby stricken and replaced with the following:

"Limitation of Liability. CureMD's cumulative, aggregate total liability in any way or in any degree under the Agreement shall in no event exceed an amount equal to six (6) times the average monthly subscription fee paid by Licensee to CureMD under the Agreement. Licensee hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose"

11. Section 28.6 of the Agreement is hereby stricken and replaced with the following:

"CureMD may assign this Agreement or any rights or obligations under the Agreement to a third party with the prior written consent of Licensee, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CureMD may assign the Agreement without the Licensee's prior written consent in the case of a merger, acquisition or other change of control, and in such event the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns."

12. In Section 8 of the RCM Addendum, the following shall be added:

"8.3 This Addendum may be terminated by either party at any time: (i) upon sixty (60) days prior written notice, if the other party commits a material breach of this Addendum that remains uncured after sixty (60) days' written notice specifying the nature of the breach and identifying the measures required to correct the breach; or (ii) upon public convenience, including but not limited to loss of or reduction in funding. Subject to Section 3 of the Agreement, in the event of termination by Licensee, all finished or unfinished documents, reports, or other material or work of CureMD pursuant to this Addendum shall be submitted to Licensee, and CureMD shall be entitled to just and equitable compensation for any satisfactory services completed prior to the date of termination, not to exceed the total compensation set forth herein. Termination shall be accomplished by providing CureMD with not less than fourteen (14) days written notice. CureMD shall not be entitled to any reallocation of cost, profit, or overhead. CureMD shall not be entitled to anticipated profit on services not performed, penalties, or termination charges because of such termination."

13. In Section 10 of the RCM Addendum, the following shall be added:

"CureMD's Indemnification. CureMD shall indemnify, defend, and hold Licensee and its appointed and elected officials, officers, directors, employees, and agents from and against any and all claims, losses, or damages arising out of or in any way related to CureMD's performance of this Addendum, to the extent caused by the negligent acts or omissions of CureMD, its employees, subcontractors, agents, successors and assignees, or anyone for whose acts CureMD supervises or controls."

14. Section 7(f) of the Business Associate Addendum is hereby stricken and replaced with the following:

"i. Covered Entity's Indemnity. Covered Entity shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Business Associate and its respective employees, directors, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against the Business Associate arising out of the negligent acts or omissions of Covered Entity or any of its employees, directors, or agents related to the performance or nonperformance of this Addendum.

ii. Business Associate's Indemnity. Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Business Associate and its respective elected and appointed public officials, employees, officers, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against the Covered Entity arising out of the negligent acts or omissions of the Business Associate or any of its employees, directors, or agents related to the performance or nonperformance of this Addendum."

15. This Addendum supersedes and controls the Agreement to the extent of the provisions provided herein.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date set forth herein below.

DocuSigned by:
William Adsit
C81B587250D04ED...

CureMD.com, Inc.

Name: William Adsit

Title: Dir. Business Development

Date: 1/14/2022 | 7:41 AM EST

Tacoma-Pierce County Health Department

Name: Chris Schuler

Title: Finance Director

Date: Feb 4, 2022

Statement of Work

This Statement of Work ("SOW") dated January ___, 2022 ("Effective Date") by and between Tacoma-Pierce County Health Department, ("Licensee") and CureMD.com, Inc. ("CureMD") is an attachment to and incorporated into the Revenue Cycle Management Services Agreement dated as of January 2022 (the "Agreement").

All terms and conditions of the Agreement are incorporated by reference herein and shall remain unchanged and in effect. Services will be provided under this SOW and the Agreement. In the event of any conflict between this SOW and the Agreement, this SOW shall control.

All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

1. **Term.** This SOW shall terminate upon the date of termination of the Agreement.

2. **Roles and Responsibilities of the Parties.**

   a. CureMD shall perform the following tasks within the provided response times, provided that the Licensee adheres to its obligations set forth in the Agreement and this SOW and there is no hindrance to perform the obligations with regards to each domain hereunder:

Domain	Activity	Description	Response Time
Charges	Charge Validation / Scrubbing	Scrub Charges for CMS edits e.g. LCD, CCI, NCD, MUE.	48 hours from charge creation
Charges	Claim Submission	Electronic / paper claim submission.	48 hours from charge creation
EDI Rejections, Denials Management,	EDI Rejections	Handle rejections against EDI submissions.	96 hours from rejection receipt
EDI Rejections, Denials Management	Denials Management	Fixing denials due to coding, medical records, eligibility etc.	96 hours from denial receipt
EDI Rejections, Denials Management	1st Level & 2nd Level Appeal Processing	Filing an appeal to insurances where and When required.	96 hours from denial receipt

Payment Posting	Primary / Secondary / Tertiary Payment Processing	Payment posting from ERA.	48 hours from payment receipt
Payment Posting	Secondary / Tertiary Claim Scrubbing and Submission	Submitting claims to secondary insurances after payment posting from primary insurance.	48 hours from payment receipt
Insurance Aging	Follow up on aging	Work on insurance aging by web portal, call or available medium.	Every 30 days
Patient Aging	Patients' Payments Posting	Post patients' payments received via scanned checks against statements.	48 hours of receipt
Patient Aging	Monthly Statements	Verification of patients' balances and Generating statements.	As per guidelines provided by Licensee and supported by the Applicable Software
Patient Aging	Collections	CureMD will follow the Licensee's Bad Debt policy for the handling of accounts and moving to a third party collection Agency.	As per guidelines provided by Licensee and supported by the Applicable Software

b. The Licensee acknowledges that the above obligations of CureMD can only be performed if the License completes the following tasks within the provided response time:

Domain	Activity	Description	Response Times
Patient Registration	Patients Demographics	Patient registration and entry of all required Information e.g. Name, DOB, Address, Gender, etc.	24 hours from Date of Services ("DOS")
Patient Registration	Insurance Demographics	Add active Primary / Secondary / Tertiary Insurance Information in the legacy system.	24 hours from DOS
Coding / Billing Information	Coding	Add / Update CPT and ICDs information in a timely Manner. Append clinical modifiers e.g. LT, RT, 50, U1,	48 hours from DOS
Problem List	Coding	Provide correct coding if a claim is denied due to coding issues.	48 hours from receipt of issue
Problem List	Missing Patient Demographics	Licensee will take corrective actions including staff retaining to ensure, to the best of its ability, completeness and accuracy of patient demographics collected by the Licensee.	48 hours from receipt of issue
Problem List	Insurance Information	Provide active insurance information of patient, if claim is denied.	48 hours from receipt of issue
Problem List	Medical Records	Provide medical records if requested by insurance. (applicable if the Licensee does not use CureMD Application).	48 hours from receipt of issue

3. **Specific Exclusions.** The parties acknowledge that CureMD shall not be responsible for the following tasks:

   a. Coding Services;

   b. Referrals / Authorizations / Prior Authorizations;

   c. Claims Litigation;

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d. Benefits Verification – Licensee will complete the initial verification for all patients with appointments. All other claims follow up shall be the responsibility of CureMD; and

e. Collections Calls to Patients.

ALL TERMS OR CONDITIONS IN ANY PURCHASE ORDER, INVOICE OR OTHER DOCUMENT FURNISHED BY LICENSEE THAT ARE IN ADDITION TO OR INCONSISTENT WITH THIS SOW AND/OR THE AGREEMENT ARE HEREBY EXPRESSLY REJECTED.

This Statement of Work has been executed as of the Effective Date by the undersigned duly authorized officers.

[ ]

Signature
Chris Schuler

Print Name
Finance Director

Title

Licensee Purchase Order Number

CureMD.com

DocuSigned by:
William Adsit
C81B587250D04ED...

Signature
William Adsit

Print Name
Dir. Business Development

Title
1/10/2022 | 8:48 AM EST

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CureMD™

Client **Tacoma-Pierce County Health Department**

Specialty	**Multi-Specialty**	No. of Providers	**8**
Product	**Billing Service**	Collections	**$5,160,000**

Estimated Monthly Collections *(Sliding Scale)*	**Rate**	**Total**	**Term**
a) Under $250,000 collections per month	*4.00%*		*Monthly*
b) $250,001 - $300,000 collections per month	*3.75%*		*Monthly*
c) $300,001 - $400,000 collections per month	*3.50%*		*Monthly*
d) $400,001 - $500,000 collections per month	*3.25%*	*$13,975*	*Monthly*
e) $500,001 - $750,000 collections per month	*3.00%*		*Monthly*
f) $750,001 - $1,000,000 collections per month	*2.75%*		*Monthly*
g) $1,000,001+ collections per month		*To be determined*	*Monthly*

Interface

Cure MD to connect HL-7- (ADT/SIU/DFT) to Avatar

Optional Services

Onsite Training	*0*	*$995*	*$0*	*One-time*
Credentialing Services (Includes 20 plans - Add Plan $50/per)	*0*	*$2,200*	*$0*	*One-time*
eFax Setup fee	*0*	*$125*	*$0*	*One-time*
eFax Plan (Inc 500 Pages) Additional $0.10/per	*0*	*$45*	*$0*	*Monthly*
API Integrations (Specs to be provided to determine price)	*0*	*TBD*	*$0*	*One-time*
Izenda Ad-Hoc Reports Setup Fee	*0*	*$2,500*	*$0*	*One-time*
Izenda User License	*0*	*$99*	*$0*	*Monthly*
Demographic & Insurance Migration	*1*	*$1,500*	*$0*	*Included*
Clinical Migration	*0*	*$4,000*	*$0*	*One-time*

Customer to provide data for migration to CureMD in an industry standard format, such as Excel, CSV, XML or DBMS/RDBMS.The data should be readable and extractable. The Customer should ensure that they have maintained a full backup of the data provided.

Pricing Summary

One-Time Cost	**$0**
Monthly Cost	**$13,975**
Total Due at Contract (Includes 1st month paid in advance)	**$13,975**

Monthly license subscription is subject to NY State sales tax for all NY State Clients as required by law. Tax will be calculated at invoice.

By signing this proposal you accept the CureMD license & services agreement available at http://www.curemd.com/eula. All monthly subscription and collection fees are to be paid by ACH or automatic credit card EFT authorization. Term: 60 month.

Practice: Tacoma-Pierce County Health Department **Telephone:**

Address: 3629 South D Street **City: Tacoma** **State: WA** **Zip:98418**

Client Authorized Signature

By: Chris Schuler

Name: Chris Schuler

Date: Feb 4, 2022

CureMD Authorized Signature

By: DocuSigned by: William Adsit C81B587250D04ED...

Name: William Adsit

Date: 1/14/2022 | 7:42 AM EST

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "**the Agreement**") is being made and entered into on _____ day of February, 2022 as an integral part of the Services Agreement (as defined below), by and between:

Tacoma-Pierce County Health Department with its office located at 3629 South D Street Tacoma, WA (hereinafter referred to as "**Covered Entity**")

AND

CureMD.com, Inc., a New York corporation, having its principal place of business at 120 Broadway, New York, NY 10271 (hereinafter referred to as **"Business Associate"**)

(Both Covered Entity and Business Associate would also be referred as "Party" individually and collectively as "Parties" herein below)

RECITALS

WHEREAS, Covered Entity and Business Associate are Parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. While providing services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under Federal Health Insurance Portability and Accountability Act of 1996 (hereinafter **"HIPAA"**), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (hereinafter **"HITECH Act"**), and related regulations promulgated by the Secretary (hereinafter **"HIPAA Regulations"**);

WHEREAS, in light of the foregoing and the requirements under HIPAA, the HITECH Act and the HIPAA Regulations, both parties are hereby bound by the terms and obligations provided herein below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.
   a. General: Terms used, but not otherwise defined, in this Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

   b. Specific:
      i. Breach shall have the same meaning as per the term 'breach' enshrined under the HITECH Act, Section 13400(1).

      ii. Electronic Health Record shall have the same meaning as per the term 'electronic health record' enshrined under the HITECH Act, Section 13400(5).

      iii. Electronic Protected Health Information shall have the same meaning as per the term 'electronic protected health information' provided under 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains or transmits for or on behalf of Covered Entity.

      iv. Individual shall have the same meaning as per the term 'individual' given under 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

      v. Privacy Rule shall have the same meaning the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Part 162 and Part 164.

vi. Protected Health Information shall have the same meaning as per the term 'protected health information' provided under 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Notwithstanding the foregoing, Protected Health Information shall include such information that is included in 'Data' created or received by Business Associate as such term may be defined under any Services Agreement.

vii. Designated Record Set shall mean those records maintained by Business Associate, including the medical and billing records about Individuals, in addition to any enrollment, payment, claims adjudication and case or medical management record systems.

viii. Required by Law shall have the same meaning as per the term 'required by law' in 45 CFR § 164.103.

ix. Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.

x. Security Rule shall mean the Security Standards at 45 CFR Part 160 and Part 164.

xi. Services Agreement shall mean (i) any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information, and (ii) certain services agreement executed between the Covered Entity and Business Associate. The Services Agreement is amended by and incorporates the terms of this Agreement and subsequently this Agreement is deemed an integral part thereof.

xii. Unsecured Protected Health Information shall have the same meaning as per the term provided in the HITECH Act, Section 13402(h)(1).

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

a. Use and Disclosure: Business Associate agrees not to use or disclose Protected Health Information (hereinafter **"PHI"**) other than as permitted or required by the Services Agreement, this Agreement or as required by Law.

b. Appropriate Safeguards: Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Without limiting the generality of the aforementioned, Business Associate shall:

i. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule;

ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information;

iii. Promptly report to Covered Entity regarding any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. A Breach shall be considered as 'discovered' on the first day the Breach is known, or reasonably ought to have been known, to Business Associate or any of its employees, officers or agents, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

c. Reporting: Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

d. Mitigation: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its employees, officers or agents in violation of the requirements of this Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Agreement and / or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any notices or reports to the Individual, a regulatory body or any third party required to be made under HIPAA, the HIPAA Regulations, the HITECH Act, or any other Federal or State Laws, rules or regulations.

e. Agents and Subcontractors: Business Associate shall ensure that any agent, including a sub-contractor, to whom it provides PHI received from, or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Access to Designated Record Sets: To the extent that Business Associate possesses or maintains PHI in Designated Record Sets, Business Associate agrees to provide access to such Designated Record Sets at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to an Individual in order to comply with the requirements given under the HIPAA Regulations. If an Individual makes a request for access to PHI directly to Business Associate, it shall notify Covered Entity within ten (10) business days of such a request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

g. Amendments to Designated Record Sets: To the extent that Business Associate possesses or maintains PHI in Designated Record Sets, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity. If an Individual makes a request for an amendment to PHI directly to Business Associate, it shall notify Covered Entity within ten (10) business days of such a request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

h. Access to Books and Records: Business Associate agrees to make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity, available to the Covered Entity, or to the Secretary in the time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Accounting: Business Associate agrees to document such disclosures of PHI and information pertaining to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA, HIPAA Regulations and the HITECH Act, as of its effective date.

j. Requests for Accounting: Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Clause 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA, HIPAA Regulations and the HITECH Act, as of its effective date. If an Individual makes a request for an accounting directly from the Business Associate, it shall notify Covered Entity of the request within ten (10) business days of such request and will cooperate with Covered Entity to send the response to the Individual.

k. Forwarding Individual's Requests: If forwarding the individual's request for access to, amendment of, or accounting of PHI to Covered Entity would cause the Business Associate to violate the HIPAA, HIPAA Regulations or the HITECH Act, the Business Associate shall instead respond to the individual's request as required by such law and notify the Covered Entity of such a response as soon as practicable.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

a. Services Agreement: Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act as of its effective date if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Use for Administration of Business Associate: Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Disclosure for Administration of Business Associate: Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the proper management of Business Associate, provided that (a) disclosures are required by Law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Permissible requests by Covered Entity: Except as set forth in this Clause 3 of this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

4. OBLIGATIONS OF COVERED ENTITY.

a. Notice of Privacy Practices: Covered Entity agrees to provide individuals with notice of its privacy practices and obtain acknowledgment of receipt thereof in compliance with 45 C.F.R. § 164.520. In addition, upon request Covered Entity shall promptly provide Business Associate with a copy of its privacy practices in accordance with 45 C.F.R. § 164.520, as well as any modifications thereto.

b. Changes In or Revocation of Permission by Individuals: Covered Entity shall promptly notify Business Associate, in writing, of any changes in, or revocation of, an individual's permission to use or disclose PHI, if such changes or revocation affects Business Associate's permitted or required uses and disclosures.

c. Covered Entity's Agreements to Restrict Use or Disclosure: In the event Covered Entity agrees to restrict the use and/or disclosure of PHI in accordance with 45 C.F.R. § 164.522, it shall promptly notify Business Associate, in writing, of the nature and extent of said restriction. The Covered Entity shall not agree to restrictions on the use or disclosure of PHI that might adversely affect the Business Associate, its ability to perform under the Services Agreement or increase the costs of such performance. The Covered Entity shall notify the Business Associate of any such restrictions that the Covered Entity may have entered into prior to the execution of this Agreement. If any such restrictions exist prior to the execution of the Agreement, the Business Associate shall recover costs that are associated with such restrictions.

d. Permissible Requests by Covered Entity: Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA or other applicable law or regulation governing the privacy of PHI.

e. Consents and Authorizations: Covered Entity represents and warrants that any and all consents, authorizations, or other permissions required by HIPAA or other applicable law (including state law) necessary to allow Business Associate to perform the administrative functions, services, or activities on behalf of Covered Entity consistent with this Agreement have been properly secured.

5. TERM AND TERMINATION.
   a. Term: This Agreement shall be effective as of the date mentioned on this Agreement and shall terminate when all underlying agreements between the parties terminate and the parties cease to have an ongoing business relationship.

   b. Termination for Cause:
      a. In the event a party fails to perform the obligations under this Agreement (the "Breaching Party"), the non-breaching party may, at its option:
         i. Require the Breaching Party to submit to a plan of compliance, including monitoring by Non-Breaching Party and reporting by the Breaching Party, as the Non-Breaching Party, in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment hereto; and

         ii. In case of breach by the Business Associate, immediately discontinue providing PHI to Business Associate with or without written notice to Business Associate.

         iii. Furthermore, the Non-Breaching Party may immediately terminate this Agreement and related agreements if the Non-Breaching Party determines that Breaching Party has breached a material term of this Agreement.

         iv. Alternatively, Non-Breaching Party may choose to (i) provide Breaching Party with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford Breaching Party an opportunity to cure said alleged material breach to the satisfaction of Non-Breaching Party within (10) days. Breaching Party's failure to cure shall be grounds for immediate termination of this agreement. Non-Breaching Party's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

   c. Effect of Termination:
      i. Except as provided in Clause 5(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of PHI whatsoever.

      ii. Notwithstanding the foregoing, in the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall provide Covered Entity a notification of the conditions that make the return or destruction infeasible, and Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return and destruction infeasible, for as long as Business Associate maintains such PHI.

6. COMPLIANCE WITH HIPAA STANDARDS. To the extent applicable when providing its services and/or products, Business Associate shall comply with all HIPAA Standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Business Associate will make its services and/or products compliant with HIPAA's Standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business

Associate represents and warrants that it is aware of all current HIPAA Standards regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA Standards which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including but not limited to, increased fees. Business Associate shall require all of its agents and subcontractors (if any) who assist in providing its services and/or products to comply with the terms provided herein.

7. MISCELLANEOUS.
   a. Assignment of Rights and Delegation of Duties: This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Assignments made in violation of this provision are null and void.

   b. Regulatory References: A reference in this Agreement to a Clause in HIPAA, HIPAA Regulations or the HITECH Act means the section as in effect or as amended from time to time, for which compliance is required.

   c. Amendment: The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.

   d. Survival: The respective rights and obligations of Business Associate as per Clause 5(c) of this Agreement shall survive the termination of the Services Agreement or this Agreement.

   e. Interpretation: Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HIPAA Regulations and the HITECH Act.

   f. Indemnification: Covered Entity shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Business Associate and its respective employees, directors, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against the Business Associate arising out of the acts or omissions of Covered Entity or any of its employees, directors, or agents related to the performance or nonperformance of this Agreement.

   g. Severability: The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

   h. Miscellaneous: The terms of this Agreement are hereby incorporated into the Services Agreement. In the event of a conflict between the terms of this Agreement and the Services Agreement, the terms of this Agreement shall prevail as it pertains to the subject matter herein. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York, exclusive of conflict of law rules. Each party to this Agreement hereby agrees and consents that any legal action or proceeding with respect to this Agreement shall only be brought in the Courts of the State where the Covered Entity is located. The Services Agreement together with this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this Agreement supersedes and replaces any former Business Associate Agreement or Addendum entered into by the Parties. No modifications or amendments to this Agreement shall be deemed effective unless executed by both Parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth herein above.

Tacoma-Pierce County Health Department		CureMD.com, Inc.	
Signature:	Brian Moore (Feb 4, 2022 09:31 PST)	Signature:	DocuSigned by: William Adsit C81B587250D04ED...
Name:	Brian Moore	Name:	William Adsit
Designation:	Technology Mgr - Privacy Officer	Designation:	Dir. Business Development
Date:	Feb 4, 2022	Date:	2/1/2022 | 5:31 PM EST

Safe Cookware

Reducing toxic chemicals in our bodies and environment

Tacoma-Pierce County Board of Health

May 7, 2025

Rob Olsen



Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

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Agenda

- Link to Strategic Plan.
- What are PFAS?
- PFAS hazards.
- Grant scope and activities.
- Partnerships.
- Media campaign.
- Free cookware exchange.



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2025–2029 Strategic Plan

Vision

Healthy People in Healthy Communities.

Mission

We protect and improve the health of all people and places in Pierce County.

Values

- Equity.
- Integrity.
- Respect.
- Leadership.

Strategic Initiative

Improve Health Outcomes

- Measure G: Decrease health inequities among Black, Indigenous, and People of Color (BIPOC) communities by 2029.
  - Strategy 17: Help implement policy, systems, and environmental changes in Communities of Focus with inequities among BIPOC residents.
- Measure J: Improve trust in the Health Department among community partners from 77% in 2020 to 90% in 2029.
  - Strategy 22: Create opportunities to celebrate hard work and progress.
    - a. Improve community relations.

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What are PFAS?

- Per- and polyfluoroalkyl substances.
- Used to make waterproof, non-stick and stain resistant materials.
- Found in everyday products like:
  - Nonstick cookware.
  - Cleaning products.
  - Furniture and upholstery.
  - Waterproof clothing.
  - Food packaging.
  - Cosmetics.
  - Firefighting foam.



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PFAS hazards

- Do not break down naturally.
- Build up in the environment and body.
- Contaminate drinking water.
- Overburdened community exposure.
- Exposure may lead to:
  - Lower birthweight.
  - Elevated cholesterol.
  - Thyroid disease.
  - Testicular and kidney cancers.
  - High blood pressure during pregnancy.
  - Liver damage.



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Grant scope

- National Estuary Program.
- Administered by Washington State Department of Ecology.
- $400,000 from mid 2023 to December 2025.
- Goal: Reduce circulation of PFAS-containing materials, and limit human exposure and environmental degradation.
- Objectives:
  - Education and outreach media campaign.
  - PFAS-free cookware exchange events.

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Media campaign

- Educate Pierce County residents about health effects of PFAS exposure from cookware.
- Empower community to make healthier choices.
- Ads will run April-November.
- English and Spanish.
- Platforms:
  - Social media (Facebook, Instagram).
  - Billboards.
  - Audio.
  - Print.
  - Video.
- Learn more at tpchd.org/safecookware.



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PFAS-free cookware exchange events

- To reduce circulation of PFAS in household cookware, including underserved communities.
- Partner feedback.
  - Washington State Department of Ecology.
  - Washington State Department of Health.
- Product research.
- Manufacturer and retail engagement.
- Identified consumer product safety resources.
- Selected stainless steel pot and pan sets from Costco.

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Upcoming activities

- Free cookware exchange events.
  - May 17, 10 a.m.–2 p.m. at Eastside Family Resource Center.
  - More events in Summer and Fall.
- Alternative exchange options:
  - Individual delivery and pickup.
  - Home visits from Public Health Nurses and Child Lead Prevention Program.
  - Environmental Health front counter.
- Continue to expand media campaign through November.
- Share outcomes with partners.

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Questions?

Rob Olsen
Environmental Health Supervisor
rolsen@tpchd.org
(253) 649-1856



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