

JACKSON CARE HUB AGENCY AGREEMENT AND SOFTWARE SUB-LICENSE

W.A. Foote Memorial Hospital d/b/a Henry Ford Allegiance Health, a nonprofit Michigan Corporation, ("HFAH") and Center for Family Health, Inc. ("Agency") (individually referred to as "Party" and together as "Parties") have reached this Agreement for the provision of the services described below (hereinafter "Agreement"), with the Term identified below.

RECITALS

WHEREAS, HFAH is the recipient of State Innovation Model ("SIM") grant funds ("SIM Funds") from the Michigan Department of Health and Human Services ("MDHHS") in order to support the overall goal of Jackson's Community Health Innovation Region ("CHIR") under which HFAH is the Backbone Organization and Agency is a stakeholder;

WHEREAS, HFAH is partnering with organizations, on behalf of itself and other participants in the CHIR, in order to support the overall goals of the CHIR and where Jackson SIM projects are governed by the Health Improvement Organization's Coordinating Council ("HIO CC"), which is part of the Jackson Collaborative Network;

WHEREAS, the CHIR is implementing a Clinical Community Linkages ("CCL") initiative that established an integrated system of care that effectively and efficiently links people to the clinical and social services resources they need, including allowing for the development of processes and technology that more closely link together sectors, better align client resources across the community, and allow for gaps in services to be identified;

WHEREAS, the CHIR has developed a technology platform, called the Jackson Care HUB ("Software"), whereby community based organizations and healthcare providers screen their clients/patients for social needs, make referrals to resources, and communicate directly with other resource providers; and

WHEREAS, HFAH has entered into a License Agreement with an information technology Software Vendor for use of the Software ("License Agreement") and the rights to sub-license the use of the Software;

WHEREAS, HFAH desires to collaborate with Agency to screen for social needs, make referrals to resources and coordinate care and sub-license the use of the Software to Agency ("Sub-Licensee") in accordance with applicable law;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, it is further agreed between the Parties as follows:

I. GRANT OF SUB-LICENSE, SUBSTITUTION, OWNERSHIP, AUDIT AND RESTRICTIONS.

A. **Grant of Software Sub-License.** Subject to the terms and conditions contained in this Agreement, HFAH grants and Sub-Licensee accepts a limited, non-transferable, non-exclusive sublicense to use the Software and all related materials supplied by HFAH hereunder, for its own internal purposes.

B. **Use of Software.** Use of the Software is limited to Permitted Users as set forth in this Agreement. Sub-Licensee acknowledges that the Sub-License to the Software granted by HFAH to Sub-Licensee is subject to the terms of the licensing agreement between HFAH and its Software Vendor. Sub-Licensee agrees for itself and all its Permitted Users to abide by the terms and conditions of this Agreement, and those terms and conditions of the above referenced Software Vendor Agreement of which Sub-Licensee has been advised. Sub-Licensee agrees to comply with all federal, state and local laws and regulations that are applicable to activities pursuant to this Agreement and agrees to use the Software in accordance with any documentation provided by HFAH or

Software Vendor. Sub-Licensee acknowledges and agrees that the license granted above is conditioned upon Sub-Licensee's agreement to use of the Software only for resource referral and care coordination. Further, Sub-Licensee agrees that he/she/it shall not re-market, re-sell, transfer or otherwise assign or delegate the Software Sub-License.

C. Audit. Upon reasonable prior written notice, HFAH, or its designated agent, may audit Sub-Licensee's use of the Software to ensure that Sub-Licensee is in compliance with this Agreement. Any such audit will be conducted during regular business hours, and Sub-Licensee will provide HFAH, or its designated agent, with reasonable access to all relevant equipment and records.

D. Software Ownership. The Software and accompanying printed materials and all copies and portions thereof contain trade secrets and other Proprietary Information of Software Vendor and are the proprietary copyrighted property of Software Vendor. Title and ownership to the Software and accompanying printed materials and all copies and portions thereof shall be and at all times remain with Software Vendor. The rights granted to Sub-Licensee hereunder do not include the right to develop derivative or related works of and/or to the Software.

E. Retained Rights. Sub-Licensee's rights in or to use the Software will be limited to those expressly granted in this Section. HFAH reserves all intellectual property rights unless otherwise reserved to Software Vendor under the License Agreement, and any other rights and licenses in and to the Software not expressly granted to Sub-Licensee hereunder. All changes, modifications, or improvements made or developed with regard to the Software, whether or not made or developed at Sub-Licensee's request, will be the property of Software Vendor.

F. Work Product. As between Sub-Licensees and HFAH and its various affiliates, and without otherwise limiting this Section, to the extent that Sub-Licensee develops a Work Product that is utilized within or in the furtherance of the Software capabilities, Sub-Licensee hereby assigns to HFAH such Work Product and any rights, with respect thereto. To the extent that any rights in any Work Product are not assigned to HFAH hereunder: (i) Sub-Licensee grants to HFAH a permanent, irrevocable, royalty-free, unlimited, fully paid-up license to such Work Product; (ii) Sub-Licensee agrees not to assert, file or otherwise raise any claim or action against HFAH for the infringement of any rights of Sub-Licensee in such Work Product; and (iii) Sub-Licensee shall treat such Work Product as Proprietary Information of HFAH and not disclose or grant any rights in such Work Product to any third party. As between HFAH and Sub-Licensee, HFAH shall hold all right, title, and interest in and to all Work Product, including all techniques, methods, ideas, products, and programs developed by it in connection with the performance of the Agreement.

G. Restrictions. Sub-Licensee shall not, nor cause or permit any third party to, under any circumstances, (i) distribute, rent, sell, lease or otherwise display, disclose, transfer or make available the Software or the associated documentation to any third party; (ii) modify, change, reverse assemble, reverse compile or reverse engineer the Software, or otherwise attempt to discover any Software source code or underlying Proprietary Information; (iii) remove, alter, efface or obscure any trademark, copyright notices, logos or other proprietary notices or legends (whether Software Vendor's or its partners') but must duplicate each such trademark, copyright notice, logos or other proprietary notices or legend on any copy made by Sub-Licensee or its agents; (iv) export or re-export, or allow the export or re-export of any Proprietary Information or any copy or direct product thereof or in violation of any restrictions, laws or regulations; or (v) copy the Software or the associated

documentation in any form, without the express, prior written consent of Software Vendor. Without limiting the other terms of this Agreement, Sub-Licensee may not use or allow any person to examine the Software or any related materials for the purpose of creating another system or software and will not use or disclose any data or information relating to the Software or the technology, ideas, concepts, know-how or techniques embodied in the Software except as necessary to operate the Software as contemplated by this Agreement.

H. Prohibitions. Sub-Licensee shall not: (i) make any representations or give any warranties in connection with the Software or Services on behalf of HFAH or the Software Vendor, or other third parties; (ii) be entitled to license or to enter into any contracts for the licensing of the Software on behalf of HFAH or the Software Vendor or to bind HFAH or the Software Vendor in anyway; (iii) hold itself out or authorize any person to hold itself out as being authorized to bind HFAH or the Software Vendor in any way; (iv) do any act which might reasonably create the impression that it is authorized to do any of the acts referred to in items (i), (ii) and (iii) above; or (v) incur any expense, debt, obligation, liability or tax for or on account of HFAH or the Software Vendor or otherwise pledge the credit of HFAH or the Software Vendor in any way.

II. AGENCY OBLIGATIONS:

A. Identification of Permitted Users. Agency shall identify a lead point of contact and ensure that they actively manage all Jackson Care HUB user accounts associated with the agency ("Permitted Users"). For each Permitted User of Sub-Licensee, Sub-Licensee shall complete a Terms of Use Agreement, attached hereto as Exhibit A, which, upon execution, shall be incorporated herein by reference together with the information required by HFAH to establish appropriate access by each Permitted User. This and other information shall allow HFAH to establish a unique identifier and role for each Permitted User. Sub-Licensee shall immediately contact HFAH whenever there is a change of status regarding a Permitted User, including a termination or change in role. Any failure to update such information or any violation of the representations made in the Terms of Use Agreement shall be cause for suspension or termination of the applicable Permitted User's access to the Software and use of Services in the discretion of HFAH. A new executed Terms of Use Agreement shall be submitted to HFAH by Subscriber/Sub-Licensee to allow HFAH to establish appropriate access for such individual prior to use of the Software by such user. Sub-Licensee is prohibited from allowing access to the Software by any individual other than the Permitted Users.

B. Use of Software: Agency shall ensure that Permitted Users:

1. Apply a person-centered approach when using the Software to screen and assess for social determinants of health, send and receive referrals, or send feedback to providers;
2. Respond to non-urgent client referrals received through the Software within three business days and urgent requests within 24 hours;
3. Document client notes and provide status updates in the Software; and
4. Use or disclose data including personal, medical, or demographic client data exposed during the use of the Software only for purposes directly related to resource referral and care coordination.

C. Passwords and Other Security Mechanisms. Agency shall ensure that the appropriate administrative, technical, and physical security safeguards (e.g., policies/procedures, training, protection of passwords) are established and used to protect data from being accessed, used, disclosed, or stored for purposes other than for resource referral and care coordination. Sub-Licensee agrees to restrict access to the Software and, if applicable, to use of Services, to only those Permitted Users designated by Sub-Licensee in accordance with this Section.

D. Appropriate Use by Permitted Users: Agency shall ensure that Software staff are immediately notified if Software users associated with the Agency violate any terms outlined in the Terms of Use Agreement. Additionally, Agency agrees to immediately terminate agency staff member or volunteer access in cases of misuse of the Software or data received from the Software.

E. 2-1-1 Database Update. Agency further agrees to review and update Agency's 2-1-1 database information within ten (10) days of the Effective Date and thereafter no less than annually to ensure the information included in the database is accurate and comprehensive.

F. Process Improvement Support. Agency further agrees participate in process improvement efforts including periodic surveys and meetings and use the Jackson Care HUB Help Desk to report technical problems and suggest system improvements.

III. HFAH OBLIGATIONS

During the Term of this Agreement, HFAH will provide the services below to Agency ("Services"):

A. Provide user login credentials for Permitted Users to the Software.

B. Pay any license fees for Permitted Users using available SIM Funds. HFAH will not be obligated to provide Services upon expiration or deficiency of available SIM Funds.

C. Provide reasonable training and technical assistance with Software for Permitted Users or Agency. HFAH's responsibility for maintenance of the Software shall be limited to commercially reasonable efforts to convey complaints, disputes, or other issues with the functionality of the Software to Software Vendor.

IV. TERM AND TERMINATION

A. Term: This Agreement will be effective as of the date of the last signature below and will continue through the date of November 30th, 2019 ("Term"). The term of this Agreement may be extended upon written Agreement of the Parties. The Agreement may be terminated by either Party at any time, without or without cause, upon sixty (60) days' prior written notice.

B. Immediate Termination by HFAH. HFAH, in its sole discretion, may immediately suspend or temporarily terminate Subscriber's electronic access without notice in the event that HFAH determines or has reason to believe that Agency or any of Agency's Permitted Users breached a person's confidentiality, privacy or security as defined under HIPAA, or that continuing to allow such electronic access may pose a threat to the privacy, security, integrity or availability of HFAH's electronic medical record system. HFAH shall notify Subscriber as soon thereafter as practicable, in the event that any such immediate action is taken.

C. Termination of the License Agreement. In the event of termination, expiration, or non-renewal of the License Agreement, HFAH may, upon written notice to Sub-Licensee, immediately terminate this Agreement, without penalty or liability to HFAH as a result of such termination. In the event services are no longer provided under the License Agreement, HFAH shall not be obligated to provide such Services under this Agreement, Sub-Licensee acknowledges that, in the event Sub-Licensee's license continues after the termination, expiration, or non-renewal of the License Agreement, Sub-Licensee may continue to have access to Software, subject to any

requirements the Software Vendor may impose upon Sub-Licensee. HFAH has **no further** obligation other than those that expressly survive the termination, expiration, or non-renewal of this **Agreement**.

V. CONFIDENTIALITY AND DATA OWNERSHIP

A. Confidentiality. (a) The parties acknowledge that prior to or during the **current** or any renewal term of this Agreement, they may exchange confidential information pertaining to their **respective** businesses in order to perform hereunder (including but not limited to information related to the **business** of HFAH or any other information reasonably expected to be confidential). For purposes of **this** Agreement, "Confidential Information" includes all such information as well as any notes, analyses, **summaries**, and other material however documented containing or based, in whole or in part, on any such **information**, provided however, that such information is not be deemed "confidential" if it is: (i) known to the **recipient** as evidenced by its written records before receipt of such information from the disclosing party; (ii) is **disclosed** in good faith to the recipient by a third party lawfully in possession of such information and **not** under an obligation of nondisclosure; (iii) is or becomes part of the public domain through no fault of the **recipient**; or (iv) is developed by the recipient independently of any confidential information provided by the **other** party. (b) Because of the value of Confidential Information to each party, and the serious damage which **revelation** of such Confidential Information could cause, the parties hereby agree that: neither party (nor their **respective** affiliates) shall reveal, or allow to be revealed or disclosed, any aspect of the other party's Confidential **Information** to any third party, nor shall either party (nor their respective affiliates) use or allow to be used **any** aspect of the other party's Confidential Information, except: (i) as otherwise provided in this Agreement, **or** (ii) as may be expressly authorized by the other party in writing, or (iii) as may be required by law. (c) **Each** party shall exercise due care in protecting the other party's Confidential Information while in the possession **of** such party, and shall take appropriate actions by instruction or agreement with its employees to satisfy **its** respective confidentiality obligations contained herein. (d) Either party shall have the right to obtain **a** temporary, preliminary or permanent injunction, or other injunctive or equitable relief to enforce its **confidentiality** rights as set forth herein. The provisions of this Section survive termination of this Agreement for **any** reason.

To the extent HFAH provides Agency with access to protected health information ("**PHI**"), Agency agrees to treat such information as Confidential Information and in accordance with the **terms** of the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**") and more **specifically** as set forth in a Business Associate Agreement ("**BAA**") mutually agreed upon and executed by the Parties.

B. Software Data: All data shared with the Agency through the **provision** of the Services is owned exclusively by Henry Ford Allegiance Health as the software Licensee.

VI. DISCLAIMER AND LIMITATIONS

A. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, HFAH MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HFAH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

B. **Limitation of Damages.** IN NO EVENT SHALL HFAH HAVE ANY LIABILITY TO AGENCY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

C. **System Support.** All software support for use of the Software will be provided under HFAH's Software License with its information technology Software Vendor. Any hardware or network connectivity problems or issues will be the sole responsibility of the Sub-Licensee. HFAH SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE FUNCTIONALITY OF THE SOFTWARE OR INTERNET CONNECTIVITY TO THE SYSTEM. SUB-LICENSEE IS SOLELY RESPONSIBLE TO MAINTAIN PROCEDURES FOR PROPER OPERATION OF ITS BUSINESS AND RECORDS IN THE EVENT THAT THE SOFTWARE BECOMES DISABLED AT ANY TIME.

VII. INDEMNIFICATION

A. Subscriber/Sub-Licensee agrees to defend, indemnify and hold harmless HFAH, its affiliates, officers, directors, employees, agents, licensors and subcontractors from and against all claims, suits, actions, liabilities, damages, fees, third party claims, and expenses including, without limitation, reasonable attorney fees, defense costs, and court costs arising out of or in connection with the Sub-Licensee's use and/or Sub-Licensee's Permitted Users, representatives, subcontractors and/or employees use of the Software, or any of the following:

1. a breach of this Agreement;
2. any breach of Privacy or Security as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") its implementing regulations and all subsequent federal laws and regulations related to the same;
3. any breach or alleged breach by Sub-Licensee or a Permitted User of any applicable laws or regulations relating to the gathering, transmission, processing, use, receipt, reporting, disclosure, maintenance, storage, and other treatment of confidential patient information, including, but not limited to, HIPAA;
4. Sub-Licensee or its Permitted User's gross negligence or intentional misuse of the Software or the data contained in Software;
5. any breach of a fiduciary or other duty by Sub-Licensee hereunder, including but not limited to any such claims relating to inaccurate or incomplete information input into the Software by Subscriber/Sub-Licensee.

6. Any unauthorized access or use of the Software or Software by a **Permitted User**; or
7. Any claim of infringement of patents, trademarks, industrial designs, copyrights, or other intellectual property rights if such claim shall be due to Sub-Licensee's **negligence**, gross negligence, recklessness or willful misconduct or by reason of any alteration, modification, adjustment or use of the Software, documentation or other materials provided by Software Vendor or HFAH.

VIII. GENERAL TERMS

- A. **Assignment/Binding Effect.** Neither party may assign any of its **rights** or obligations under this Agreement, whether by operation of law or otherwise, without the prior express **written** consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, **either** party may assign this Agreement together with all rights and obligations under this Agreement, without **consent** of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all **or** substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement **in breach** of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and **inure to** the benefit of the parties, their respective successors and permitted assigns. If any provision of this Agreement **is** found or declared by a court of competent jurisdiction to be unenforceable for any reason, such **declaration** of finding does not affect the remaining provisions of this Agreement, which shall remain in full force and **effect**.
- B. **Entire Agreement.** This Agreement, including all attachments, exhibits, **and** addenda to this Agreement, constitutes the entire agreement between the parties, and supersedes all **prior** and contemporaneous agreements, proposals or representations, written or oral, concerning its **subject** matter. No modification, amendment, or waiver of any provision of this Agreement is effective unless in **writing** and signed by the party against whom the modification, amendment or waiver is to be asserted. In the **event** of any conflict between the provisions in this Agreement and any attachment, exhibit, or addendum to **this Agreement**, the terms of the attachment, exhibit or addendum prevail to the extent of any inconsistency. **Notwithstanding** any language to the contrary therein, no terms or conditions stated in a Customer purchase **order** or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions are null and void. This Agreement may be executed in counterparts, **which** taken together form one legal instrument.
- C. **Relationship of the Parties; Publicity.** This Agreement does not create **a** partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Neither party may issue press releases relating **to this** Agreement without the other party's prior written consent. Either party may include the name and **logo** of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.
- D. **Force Majeure.** If either party is delayed in its performance of any **obligation** or be prevented from performing any such obligation due to causes or events beyond its control, including without limitation any Act of God, fire, strike or other labor problem, legal sanction, present or future **law**, government order, rule or regulation, such delay or nonperformance is excused and the time for performance **is** extended to include the period of such delay or nonperformance. If the period of non-performance **exceeds** thirty (30) consecutive days, the party whose ability to perform has not been affected may terminate this Agreement.

E. **Notices.** All notices under this Agreement must be in writing and are deemed to have been given upon: (a) personal delivery; or (b) the first business day after they are deposited with an overnight courier, charges prepaid, return receipt requested. Notices to each side shall be addressed to the person(s) below. Notices to HFAH shall include a copy addressed to the attention of the Office of General Counsel, One Ford Place, Detroit, MI 48202.

F. **Severability.** If any part of this Agreement should be held to be void or unenforceable, such part shall be treated as severable, and the remainder of this Agreement shall be valid and enforceable by the Parties.

G. **Waiver.** A waiver by either Party of a breach of or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure to perform.

H. **Titles.** Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to effect the interpretation or construction of the agreement.

I. **Non-Exclusion.** Agency represents and warrants that Agency, its officers, directors, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Agency being excluded from participation in the federal healthcare programs; and (iv) do not appear on the Office of Inspector General List of Excluded Individuals/Entities, found at www.oig.hhs.gov. This is an ongoing representation and warranty and Agency shall immediately notify HFAH of any change in the status of the representations and warranty set forth in this section.

J. **Books and Records.** If required by applicable law, the Parties agree that until the expiration of four years after the furnishing of services under this Agreement, Agency will make available to the Secretary of the United States Department of Health and Human Services (the "Secretary") and the United States Comptroller General (the "Comptroller") and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and intent of the costs of the goods and services provided under this Agreement. If Agency carries out any of its duties under this Agreement through a subcontract with a related organization, Agency will cause, if required by applicable law, such subcontract to contain a clause affording the Secretary, the Comptroller and their duly authorized representatives similar access to such subcontract and all books, documents and records of the related organization necessary to certify the nature and intent of the costs of the goods and services provided under such subcontract on behalf of HFAH. No attorney-client, accountant-client or other legal provision is be deemed to have been waived by the parties by virtue of this provision.

K. **Survival Provisions.** All obligations of the Parties under the Agreement, other than those specifically noted, shall survive any termination, expiration or non-renewal of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective **dates** set forth below:

Henry Ford Allegiance Health	Agency
Authorized Signor: Ray King, MD VP Population Health	Authorized Signor: Molly Kaser, CEO
Signature: <i>Ray King</i>	Signature: <i>Molly Kaser</i>
Date: <i>10-11-18</i>	Date: <i>10/17/2018</i>
Address: 205 N. East Avenue Jackson, MI 49201	Address: 505 N Jackson St Jackson, MI 49201

