

## **BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION/LIMITED DATA SET USE AGREEMENT**

This Business Associate/Qualified Service Organization/Limited Data Set Use Agreement (“**BAA**”) supplements and is made a part of the Inflexxion Behavioral Health Tools Standard Software License Agreement (“**License**”) entered into by and between Laramie County Sheriff’s Office (“**Covered Entity**”) and Integrated Behavioral Health, Inc. d/b/a Uprise Health. (“**Business Associate**”). This BAA is effective as of June 1, 2023 (“**BAA Effective Date**”). Covered Entity and Business Associate may each individually be referred to as a “**Party**” herein and collectively as the “**Parties**”.

### **RECITALS**

Whereas, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, as amended from time to time (collectively “**HIPAA**”) require certain contract provisions between covered entities and their business associates;

Whereas, Business Associate’s interaction with Covered Entity makes it a “business associate”, as defined under HIPAA;

Whereas, Business Associate’s interaction with Covered Entity may also make it a “qualified service organization” under 42 C.F.R. Part 2;

Whereas, the purpose of this BAA is to satisfy the HIPAA requirements, the substance abuse treatment confidentiality requirements of 42 C.F.R. Part 2, and state law, as they apply to the Parties;

Whereas, this BAA supplements the primary contract between the Parties, documented in the License (as that term is defined in Section 1.1 below) agreed to by the Covered Entity prior implementing the Inflexxion Behavioral Health Tools, which includes the Addiction Severity Index Multimedia Version (“**ASI-MV**”), the Behavioral Health Index Multimedia Version (“**BHI-MV**”), and the Comprehensive Health Assessment for Teens (“**CHAT**”);

Now therefore, in consideration of the mutual promises below, the Parties agree as follows:

### **AGREEMENT** **Article One**

- 1.1 Operation of ASI-MV Connect Standard Software License Agreement. This BAA shall be subject to the terms of the ASI-MV Connection Standard Software License Agreement (“**License**”), a form of which is attached.
- 1.2 Protected Health Information (“PHI”) shall have the same meaning as defined in the HIPAA privacy and security rules, including but not limited to, Title 45, Sections

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160.103, 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations, as amended from time to time. All other capitalized terms not defined in this BAA shall have the meaning ascribed to them in the HIPAA privacy and security rules and 42 C.F.R. Part 2 unless the context clearly indicates otherwise. Business Associate shall Use and disclose PHI in compliance with the HIPAA, other applicable federal law (including 42 U.S.C. § 290dd-2 and regulations promulgated thereunder applicable to substance abuse treatment records), 42 C.F.R. Part 2, and applicable state privacy laws (including state laws protecting the confidentiality of substance abuse treatment records). Covered Entity represents that it has obtained all legally required disclosure consents regarding any PHI provided to Business Associate, including records covered under 42 C.F.R. Part 2.

### 1.3 Permitted Uses and Disclosures.

- a. Business Associate shall Use and/or Disclose PHI received by Business Associate from Covered Entity only as necessary to perform the tasks and activities described in this BAA and the License.
- b. All Uses and Disclosures of PHI shall be limited to the minimum amount of information necessary to carry out a purpose permitted by this BAA.
- c. Business Associate shall not Use or further Disclose PHI received from Covered Entity in any manner except as permitted or required by this BAA and only as Required by Law. “**Required by Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. 164.103, and 42 C.F.R. Part 2.
- d. Business Associate may Use and Disclose PHI received from Covered Entity (i) for the proper management and administration of the Business Associate (so long as (A) such disclosure is Required by Law, or (B)(1) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (2) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached); (ii) to carry out the Business Associate’s legal responsibilities; (iii) to de-identify PHI; (iv) to provide data aggregation services relating to Covered Entity’s Treatment and Healthcare Operations, as requested by Covered Entity; or (v) to create a Limited Data Set without any of the identifiers listed in 45 C.F.R. § 164.514(e) (“**Limited Data Set**”) for research, public health and Health Care Operations purposes.
- e. Covered Entity agrees to provide Business Associate with data from the ASI-MV, the BHI-MV, and/or from the CHAT, consistent with 45 C.F.R. § 164.502(d)(1), so that Covered Entity’s Data (i) can be aggregated by Business Associate on a de-identified basis with Inflexxion Behavioral Health Tools Data from other clients of Business Associate to create benchmark information against which the Covered Entity’s Inflexxion Behavioral Health Tools Data will be compared by Business Associate and reported to Covered Entity for quality assurance, used for other Health Care Operations, and used for research purposes of the Covered

Entity and (ii) identifiers listed in 45 C.F.R. § 164.514(e) can be removed from the Inflexxion Behavioral Health Tools Data and that Data can be aggregated by Business Associate in a Limited Data Set for its own or general research purposes, public health purposes, and/or for Health Care Operations purposes of the Covered Entity (“**Authorized Purposes**”). Covered Entity also understands and acknowledges that Business Associate may use, sell, rent and otherwise disseminate the Inflexxion Behavioral Health Tools Data in aggregated, de-identified form for any purpose, in the form of a Limited Data Set for Authorized Purposes, or in the form of analyses of such de-identified or Limited Data Set information, in its sole discretion. Covered Entity will not be entitled to any compensation for such use of Inflexxion Behavioral Health Tools Data. Business Associate agrees to Use and disclose the Limited Data Set only for the Authorized Purposes, and not to Use or disclose the Limited Data Set in a manner that would violate HIPAA or applicable state law if the Use or Disclosure was made by the Covered Entity. Business Associate agrees not to Use the Limited Data Set in such a way as to identify any individual whose data is incorporated in the Limited Data Set and further agrees not to contact any such individual.

- f. The aggregated de-identified Inflexxion Behavioral Health Tools Data produced by Business Associate either (i) will not include any identifiers listed in 45 C.F.R. § 164.514(b)(2)(i), (ii) will be in the form of a Limited Data Set, without any of the identifiers listed in 45 C.F.R. § 164.514(e) and used for Authorized Purposes and/or (iii) will have been determined by a person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable and applying such principles and methods, that the risk is very small that the aggregated de-identified Inflexxion Behavioral Health Tools Data generated by Business Associate under this BAA/QSOA could be used, alone or in combination with other reasonably available information, by an anticipated recipient, to identify an individual who is a subject of the information, thereby forming a “**statistically de-identified data set**” and rendering the information not PHI under HIPAA.

1.4 Appropriate Safeguards. Business Associate agrees that it will implement reasonable and appropriate safeguards to prevent its Use or Disclosure of PHI or Limited Data Set received from Covered Entity, other than the Uses and Disclosures set forth in this BAA. Business Associate further agrees that it will appropriately safeguard electronic PHI in accordance with the standards specified at 45 C.F.R. § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

1.5 Reporting of Disclosures of PHI. Business Associate shall report to Covered Entity any suspected or actual Breach of security, intrusion or unauthorized Use or Disclosure of PHI or a Limited Data Set and/or any actual or suspected Use or Disclosure of PHI or a Limited Data Set in violation of any applicable federal or state laws or regulations or this

BAA, within the applicable time frames required under state and federal law. Business Associate also agrees to report in writing to Covered Entity any Security Incident (as defined in 45 CFR §164.304) as soon as practicable after Business Associate becomes aware of such an incident; provided, however, that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents for which no additional notice to Covered Entity will be required, including but not limited to pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, unless such incidents result in authorized access, Use, destruction, or Disclosure of PHI. Business Associate shall take (i) timely corrective action to cure any deficiencies that caused the Security Incident or unauthorized Use or Disclosure, (ii) any corrective action required by applicable federal and state law and (iii) to mitigate, to the extent commercially reasonable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

- 1.6 Agents and Contractors. Business Associate shall ensure that any agent or subcontractor that will have access to PHI or a Limited Data Set obtained from Covered Entity agrees to be bound by the same or substantially similar restrictions, terms and conditions that apply to Business Associate pursuant to this BAA. To the extent that Business Associate discloses PHI or a Limited Data Set to an agent or subcontractor, Business Associate (i) will obtain, prior to making any such Disclosure, reasonable assurances from such third party that such PHI or Limited Data Set will be held confidential pursuant to the same or substantially similar restrictions, terms and conditions that apply to Business Associate under this BAA, (ii) will obtain reasonable assurance from such third party that the PHI or Limited Data Set will be disclosed by such third party only as required by law or for the purposes for which it was disclosed to such third party, and (iii) obtain an agreement from such third party to timely notify Business Associate of any breach of confidentiality of the PHI or Limited Data Set, to the extent it has obtained knowledge of such breach.
- 1.7 Retention of PHI. Business Associate shall maintain and retain PHI for the term of the BAA and make such PHI available to Covered Entity as set forth in this BAA.
- 1.8 Access to and Availability of PHI. Business Associate shall:
  - a. Make available to Covered Entity any PHI in Business Associate's possession as needed to permit Covered Entity to respond to an individual's request for access to PHI in accordance with 45 C.F.R. § 164.524. If Business Associate received a request directly from the individual, the Business Associate shall within seven (7) days forward the request to the Covered Entity along with the requested PHI. Covered Entity shall be responsible for responding to all individual requests for access to the PHI.
  - b. Provide to Covered Entity PHI as needed to respond to a request for amendment of PHI in accordance with 45 C.F.R. § 164.526 and shall incorporate any amendment to the PHI held by Business Associate received from Covered Entity.

- c. Make available to Covered Entity the information required to permit Covered Entity to respond to an individual's request for an accounting of disclosures and re-disclosures of PHI to the extent required by HIPAA, including 45 C.F.R. § 164.528, and 42 C.F.R. Part 2. If Business Associate receives a request for an accounting directly from the individual, the Business Associate shall within seven (7) days forward the request to the Covered Entity along with the information needed to respond to the request for accounting. Covered Entity shall be responsible for responding to all individual requests for accounting of disclosures.
  - d. Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section 1.8.
- 1.13 Availability of Business Associate's Internal Practices, Books and Records. Business Associate agrees to make its internal practices, policies and procedures, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services and to Covered Entity for the purposes of determining Covered Entity's and Business Associate's compliance with this BAA and the HIPAA privacy standards.
- 1.14 Conforming Amendments. Subject to Section 2.1(c), Covered Entity agrees that Business Associate may amend this BAA, upon written notice to Covered Entity, from time to time as necessary to comply with amendments to the HIPAA and/or the substance abuse treatment confidentiality requirements of 42 C.F.R. Part 2 and applicable state law.
- 1.15 42 C.F.R. Part 2 Acknowledgements.
- a. Compliance. Business Associate acknowledges that if 42 C.F.R. Part 2 applies to its relationship with Covered Entity, Business Associate shall comply with 42 C.F.R. Part 2 in any instance where the 42 C.F.R. Part 2 requirements are stricter than HIPAA.
  - b. Required Acknowledgements. Covered Entity and Business Associate acknowledge that, in connection with this BAA, Business Associate may receive, store, process or otherwise deal with patient identifying information ("PII") as defined and regulated by 42 C.F.R. Part 2. To the extent that Business Associate receives any such PII, Business Associate acknowledges and agrees that (i) it is fully bound by the requirements of 42 C.F.R. Part 2 and it shall at all times comply with 42 C.F.R. Part 2; and (ii) if necessary, it will resist in judicial proceedings any efforts to obtain access to PII related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by 42 C.F.R. Part 2.
- 1.18 Obligations of Covered Entity
- a. Covered Entity must notify Business Associate of any limitations in the notice of privacy practices under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or disclose his or her PHI to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

## **Article Two**

### **2.1 Termination of Business Relationship.**

- a. Notwithstanding any inconsistent provision of any other agreement between Covered Entity and Business Associate, either Party may terminate the business relationship outlined in the License between Covered Entity and Business Associate if a Party determines that the other Party has materially breached this BAA and the breaching Party fails to cure said breach within thirty (30) days of receiving notice of the breach from the non-breaching Party.
- b. If termination of this BAA is not feasible, Covered Entity shall report the breach or violation to the Secretary of the Department of Health and Human Services.
- c. In the event of any termination of the business relationship between the Parties, Business Associate shall return or destroy all PHI and Limited Data Set information obtained from or on behalf of Covered Entity that Business Associate still maintains and shall retain no copies. If return or destruction is not feasible, Business Associate may retain such PHI and Limited Data Set information but shall continue to protect the confidentiality of such PHI and Limited Data Set information, as required by this BAA, and limit any Use or Disclosure of such PHI and Limited Data Set information to those purposes that make the return of destruction of the same infeasible.

**2.2 Term and Termination of BAA/QSOA.** This BAA shall remain in effect so long as Business Associate and Covered Entity have a business relationship that requires the Use, Disclosure, maintenance or transmission of PHI. Upon termination of the underlying License and/or business relationship, this BAA shall terminate, except for sections 2.1(b), 2.3 and 2.4, which shall survive termination of this BAA.

**2.3 Retention of Protected Information.** Business Associate and its subcontractors or agents shall retain communications and documents required to be maintained by HIPAA.

**2.4 Entire BAA.** Except with respect to the License, this BAA constitutes the complete agreement of the Parties relating to the matters specified herein and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this BAA shall be binding on

either Party. Except as provided in Section 1.10, only a written instrument signed by both Parties may amend this BAA. This BAA is for the benefit of, and shall be binding upon, only the Parties hereto and their respective successors and assigns.

- 2.5 Notice. Any notice required to be given by one Party to the other under this BAA shall be deemed received when sent if sent by United States mail, certified mail return receipt requested, postage prepaid, or shall be deemed received as of the next business day after faxing the written notice to the last known fax number of the receiving Party and obtaining oral confirmation of receipt from an individual answering the phone at the receiving Party's last known telephone number. Notices shall be addressed as follows:

To Covered Entity at:            Agency: Laramie County Sheriff's Office  
                                                 Address: 1910 Pioneer Avenue  
                                                 City/State/Zip: Cheyenne, WY 82001  
                                                 Phone: (307) 633-4838  
                                                 Attn: Kim Peeples

To Business Associate at:    Name: Integrated Behavioral Health, Inc. d/b/a Uprise Health  
                                                 Address:                    2 Park Plaza, #1200  
                                                 City/State/Zip:        Irvine, CA, 92614  
                                                 Phone:                    617-765-3132  
                                                 Attn:                      Legal Department

- 2.7 Independent Contractor. The Parties intend to establish an independent contractual relationship under this BAA, and nothing in this BAA shall be construed to create a partnership, joint venture, or employment contract between the Parties.
- 2.8 Authorizations. Each Party warrants that it has the full right, power, and authority to enter into and fully perform its obligations under this BAA and the execution, delivery, and performance of this BAA by that Party does not conflict with any other agreement to which it is a party or by which it is bound.
- 2.9 Interpretation. Each Party has had the opportunity to have counsel of its choice examine the provisions of this BAA, and no implication shall be drawn against any Party by virtue of the drafting of this BAA.
- 2.10 Recitals and Exhibits. The recitals and exhibits set forth in this BAA are made a part of the BAA by this reference.
- 2.11 Counterparts. This BAA may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

### Article 3

- 3.1 **Independent Contractor:** Business Associate assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. Business Associate is free to perform the same or similar services for others.
- 3.2 **Assignment:** No rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
- 3.3 **Modification:** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- 3.4 **Termination:** This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.
- 3.5 **Invalidity:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Covered Entity is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.
- 3.6 **Applicable Law and Venue:** The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive Covered Entity's governmental immunity as provided in this Agreement.
- 3.7 **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- 3.8 **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
- 3.9 **Governmental/Sovereign Immunity:** Covered Entity does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, Covered Entity fully retains



all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

- 3.10 **Third Parties:** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.
- 3.11 **Indemnification:** To the fullest extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of Business Associate for Covered Entity except to the extent liability is caused by the sole negligence or willful misconduct of Covered Entity or its employees. Business Associate shall carry liability insurance sufficient to cover its obligations under this provision and provide Covered Entity with proof of such insurance.
- 3.12 **Conflict of Interest:** Covered Entity and Business Associate affirm, to their knowledge, no Business Associate employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Business Associate, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- 3.13 **Force Majeure:** Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- 3.14 **Limitation on Payment:** Covered Entity's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Business Associate, the Agreement may be terminated by Covered Entity at the end of the period for which funds are available. Covered Entity shall notify Business Associate at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims if Covered Entity knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Covered Entity in the event this provision is exercised, and Covered Entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Covered Entity to terminate this Agreement in order to acquire similar services from another party.

- 3.15 Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- 3.16 Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
- 3.17 Payment: The Covered Entity shall pay the Business Associate an amount not to exceed the quoted invoices attached to this document. Payment will be made upon receipt of the Business Associate's invoice to the Covered Entity. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

*[Balance of page intentionally blank – Signatures on next page]*

IN WITNESS WHEREOF, Covered Entity and Business Associate have duly executed this BAA/QSOA as of the date listed below.

Covered Entity:

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

LARAMIE COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_ Date \_\_\_\_\_  
Brian Kozak, Sheriff

Business Associate:

INTEGRATED BEHAVIORAL HEALTH, INC. d/b/a Uprise Health

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By: W. Wase Date 6.5.23  
Laramie County Attorney's Office

## **Addendum**

### **Inflexxion Behavioral Health Tools Standard Software License Agreement (“License”)**

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE BEFORE, USING THIS SOFTWARE. BY USING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT USE THIS SOFTWARE.

By signing this License, you will gain access to the Inflexxion Behavioral Health Tools (“Software”), which includes the Inflexxion Behavioral Health Tools documentation, and all upgrades. The Software is licensed (not sold) to you by Integrated Behavioral Health (“IBH”) on a limited non-exclusive basis for use only under the terms of this License. The Software is subject to this License. The Software is owned by Integrated Behavioral Health, which retains all copyrights, trade secrets, trademarks, patents and other proprietary rights in the Software. For the purposes of this License, “You” or “Licensee” refers to the party to whom the Software is being licensed.

All rights not expressly granted in this License are reserved by IBH. Nothing in this License constitutes a waiver of the rights of IBH under the United States Copyright Act or any other federal or state law.

#### **1. Scope of License:**

(a). **Authorized Use.** IBH grants to You and You accept a limited, non-exclusive, non-transferrable license to use the Software and User Guides, solely by authorized users, in accordance with this Agreement. This License allows you to access and use the Software for your internal purposes only and You have no rights to sublicense. The uses for this Software are available for purchase directly from IBH, or approved reseller. Please visit the [www.asi-mvconnect.com](http://www.asi-mvconnect.com) website for details.

(b). **Restrictions.** Except as expressly authorized in section (a) above, You may not: (1) copy, distribute, rent, lease or sublicense all or any portion of the Software or make the Software available to any unauthorized third party; (2) modify or prepare derivative works of the Software; (3) publicly display visual output of the Software; or (4) reverse engineer, decompile or disassemble the Software. You agree to keep confidential and use your best efforts to prevent and protect the contents of the Software from unauthorized disclosure or use.

**2. Business Associate / Limited Data Set Use Agreement.** Use of the Software is subject to the terms of a Business Associate/Qualified Service Organization Agreement (“BAA/QSOA”) between IBH and the Licensee, and you may not use the Software until such BAA/QSOA has been executed. This License incorporates by reference the BAA/QSOA, and unless a superseding BAA/QSOA has been executed by IBH and the Licensee, the terms of the operative BAA/QSOA may be found online at [www.asi-mvconnect.com](http://www.asi-mvconnect.com). As part of your License, the Inflexxion Behavioral Health Tools Data Center provides access to your aggregate data for analysis of population needs, trends, and outcomes. Unless otherwise limited by the BAA/QSOA, and to the extent permitted by law, IBH shall have ownership of, and unrestricted right to use, data derived Integrated Behavioral Health, Inc. d/b/a Uprise Health Business Associate Agreement 2023 – Laramie County

from your use of the Software that has been “de-identified” and does not constitute “Protected Health Information” within the meaning of the Health Insurance Portability and Accountability Act (“HIPAA”).

NOTE: The BAA/QSOA is intended to address the requirements of HIPAA governing Covered Entities and Business Associates (as defined under HIPAA). The BAA/QSOA is NOT the primary agreement for use of the Software between You and IBH. This License is the primary agreement for use of the Software.

**3. Privacy Policy.** This License incorporates by reference the Inflexxion Behavioral Health Tools Privacy Policy (“Privacy Policy”). (Complete text of Privacy Policy is available on the [www.asi-mvconnect.com](http://www.asi-mvconnect.com) website).

**4. Disclaimer of Warranties:** The Software is provided “AS IS.” IBH, to the fullest extent permitted by law, disclaims all warranties of any kind (express, implied or otherwise) regarding the Software, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, ownership, and non-infringement.

Without limiting the foregoing, IBH does not warrant that the functions contained in the Software will meet your requirements, or that the operation of the Software will be uninterrupted or error-free, or that defects in the Software will be corrected. IBH has no control over the conditions under which You use the Software and does not and cannot warrant the results obtained by such use. IBH warrants that the Software and any update of the Software will perform substantially in accordance with the specifications found in the Product User Guide, Implementation User Guide and Data Center User Guide (collectively “User Guides”), available on the Inflexxion Behavioral Health Tools website ([www.asi-mvconnect.com](http://www.asi-mvconnect.com)).

This warranty does not cover any copy of the Software or update which has been altered or changed in any way by You or any user authorized by You (“authorized user”). IBH is not responsible for problems caused by changes in or modifications to the operating characteristics of any computer hardware or operating system for which the Software or an update is procured, nor is IBH responsible for problems which occur as a result of the use of the Software in conjunction with software or with hardware which is incompatible with the operating system for which the Software was designed. This warranty does not cover damage caused by improper use or neglect.

THE WARRANTIES IN THIS LICENSE REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IBH DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES. IN NO EVENT WILL IBH’S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF IBH HAS KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGE.

**5. Termination:** This License is effective until terminated. You may terminate it at any time by notifying IBH in writing. This License will also terminate if You do not comply with any terms

or conditions of this License. Upon termination of this License, all of your rights to use the Software and documentation terminate.

**6. LIMITATION OF ANY RECOVERY.** YOUR USE OF THE SOFTWARE IS AT YOUR OWN SOLE RISK. YOU SPECIFICALLY AGREE THAT ANY LIABILITY ON THE PART OF IBH ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED AMOUNTS PAID BY YOU IN FEES FOR THE USE AND MAINTENANCE OF THE SOFTWARE PRODUCT.

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2 Park Plaza, Suite 1200  
Irvine, CA 92614

# Invoice

Acct. No.	Date	Invoice #
15275309	5/31/2023	278626

Bill To
Laramie County Sheriff's Office 1910 Pioneer Ave Cheyenne WY 82001 United States

Terms	Due Date	Memo
Net 30	6/30/2023	

Description	Quantity	Rate	Amount
Unlimited Subscription; valid from 7/1/2023 – 6/30/2024. Estimated 100 uses.	1	800.00	800.00
<b>**PLEASE NOTE OUR NEW BANK ACCOUNT DETAILS**</b> Bank Name: Sunflower Bank, N.A. Bank Address: 1400 16th Street, Suite 250 Denver CO 80202 Routing Number: 101100621 Account Number: 1100017507 Name: Integrated Behavioral Health Depository IBH Contact: Sabrina Rios at 800-395-1616 Please send remit details to: Billing@ibhcorp.com	<b>Total</b>		\$800.00