

This is a Subscription Order to the FLORIDA HEALTH INFORMATION EXCHANGE SUBSCRIPTION AGREEMENT FOR ENCOUNTER NOTIFICATION SERVICE dated \_\_\_\_\_ (the “Order”), between undersigned party (Hereinafter, “Participant”) and Audacious Inquiry, LLC and its affiliates (“Vendor”). All capitalized terms not otherwise defined in this Order will have the meanings assigned to them in the Agreement. Unless modified herein, all terms in the Agreement shall remain unchanged and in full force and effect. The Effective Date of this Order is the date mutually executed by both parties (the “**Order Effective Date**”).

Vendor and Participant desire that Participant benefit by being able to access real-time acute encounter and associated patient clinical information through participation in the PointClickCare Network for the Permitted Purposes through the Services provided by Vendor and/or its Affiliates;

- 1.1. “**PointClickCare Network Participant User**”, is as defined in the ENS Agreement and Addendum A.
- 1.2. “**PointClickCare Platform**” means certain PointClickCare remotely hosted software-as-a-service (SaaS) applications and their underlying technologies that facilitate access to information sourced from PointClickCare Network Participants on the PointClickCare Network.
- 1.3. “**Sensitive Information**” is a subset of Health Data which is specifically identified or referred to in the Sensitive Information Policy and which includes, but is not limited to, Psychotherapy Notes and Substance Use Disorder Information.
- 1.4. “**Service Order Form**” or “**SOF**” means the Service Order Form set forth at Attachment A-1 as well as any other statement of work, service quote, service order form, data sharing authorization form, or other ordering document executed by both Participant and Vendor (including, if applicable, with PointClickCare or Collective) which references the Agreement and which specifies the Services to which Participant is subscribing. A SOF shall be deemed to be executed by Participant and Vendor if it is signed or electronically accepted by both Parties or if it is presented electronically by Vendor (including within the Services) and electronically signed or accepted by Participant.
- 1.5. “**Services**”, in addition to any definition set forth elsewhere in the Agreement, means the provision of access to and participation in the PointClickCare Network via one or more SaaS applications on the PointClickCare Platform, including updates and modifications thereto, and as specified in a SOF, related support services, configurations, implementations, documentation, and training services.

## **2. Network Services License.**

- 2.1. Subscription. Subject to the terms of the ENS Agreement, Data Use Retention Addendum, and this Order and the applicable SOF, Participant may subscribe for the use of one or more Services by executing a SOF.
- 2.2. Services Ownership and Feedback. Except for the limited license rights expressly provided herein, Vendor retains all rights, title, and interest (including, without limitation, all patent, copyright, trademark, trade secret, and other intellectual property rights) in and to the Services, and all copies, modifications, and derivative

works thereof (including any changes which incorporate any of Participant's or a User's ideas, feedback, or suggestions). Participant acknowledges and understands that Participant is obtaining only a limited license to the Services and that, irrespective of any use of terms such as "purchase" or "sale" hereunder or in any SOF, no ownership rights are conveyed to Participant under the Agreement. Participant acknowledges that Vendor makes available to all of its PointClickCare Network Participants on a regular basis improvements to the Services which may be based in whole or in part on feedback provided by its PointClickCare Network Participants and their Users and Participant hereby grants, to the extent Participant has the authority to so grant, to Vendor a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback which is provided to Vendor by Participant or its Users. Vendor reserves all rights not expressly granted to Participant under the Agreement.

### **3. Data Use and Compliance.**

3.1. Use and disclosure of Health Data by Vendor. Vendor and its Affiliates may use and disclose Health Data (i) for the Permitted Purposes as described in ENS Agreement, Addendum A , (ii) for Vendor's proper management and administration, (iii) for development and improvement of the Services, (iv) to create and share Limited Data Sets in accordance with 45 CFR § 164.514, and (v) as otherwise authorized in the ENS Agreement including Attachment A and this Order. The provisions in this subsection 3.1 shall prevail over any conflicting provisions elsewhere in the Agreement.

***[Signature Page Follows]***

Participant's signatory below represents that they are entering into this Order on behalf of Participant and that they have the authority to bind Participant to this Order.

**AUDACIOUS INQUIRY, LLC.**

**Participant:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

*I have authority to bind this company.*

*I have authority to bind this company.*

**ATTACHMENT A-1**  
**ED OPTIMIZATION SERVICE ORDER FORM**

ED Optimization	
Access by a hospital emergency department care providers and care managers to emergency department (ED) visit and inpatient (IP) visit admission, discharge, and transfer encounter data (e.g., patient or member identifier, admit date, location of visit, etc.) and care coordination content contributed by entities participating in the PointClickCare Network.	
<b>User Roles</b>	Account Manager Standard IT Patient Access Read Only
<b>User Access</b>	Direct Access (e.g., username & password) Single Sign-On (if supported)
<b>Data Sources</b>	ADT Feed (HL7 Messages) Historical Encounter File (one-time process during implementation)
<b>Notification Criteria</b>	Notifications trigger upon an encounter at Subscriber's emergency department based on the following criteria: <ul style="list-style-type: none"> <li>• ED Utilization Criteria (e.g., 5+ ED Visits in 12 Months, 3+ ED Locations in 90 Days)</li> <li>• Care Insights Criteria (e.g., Patients with Active Insights, Patients with Flags, Patients with Active Security &amp; Safety Events)</li> </ul>
<b>Notification Methods</b>	Electronic (e.g., RTF, PDF, ASCII) ED Track Board (if supported by Subscriber/EMR technical teams) Print or Fax (PDF) Email or Text (SMS)
<b>Feature Pages</b>	Patient Overview ED Patient Activity Scheduled Reports Groups Notifications Manage Facility
<b>Additional Features</b>	Patient Demographic Information Tags (ability to designate patient population into groups) Care Team Insights Security & Safety Encounter Information Patient Search Customer Community (Help)
<b>Scheduled Reports</b>	ED Census w/ ED Counts (Monthly Report)

Advanced Insight Bundles	
<b>Substance Abuse Bundle</b>	<p>History of Opioid Overdose (12 months)</p> <p>History of Substance Use Disorder (12 months)</p> <p>History of Opioid Use Disorder (12 months)</p> <p>History of Alcohol Use Disorder (12 months)</p> <p>PDMP (where available)</p> <p>Substance Exposed Infants</p>
<b>Critical Care Bundle</b>	<p>History of Sepsis Diagnosis (12 months)</p> <p>Advanced Directive (if applicable)</p> <p>MDRO</p> <p>Imaging Type/Date/Location</p> <p>Recent Anticoagulant</p>
<b>Mental Health Bundle</b>	<p>History of Suicidal Ideation or Self-Harm</p> <p>History of Behavioral Health Diagnosis</p>
<b>Social Determinants of Health Bundle</b>	<p>Recent Housing Insecurity</p> <p>Other SDOH (as defined by future development)</p>
<b>Readmission Bundle</b>	<p>ED visit with Inpatient Admission in last 30 days at this facility</p> <p>ED visit with SNF Admission in last 30 days</p>

## Fees & Key Terms

### Quarterly Subscription Fee

#### Estimated Annual ED Visits:

#### Price Per Annual ED Visit:

ED Optimization: \$1.00 per annual ED visit

Advanced Insight Bundles: One (1) Advanced Insight Bundle is included with Participant's subscription to ED Optimization at no additional charge to Participant. Each additional Advanced Insight Bundle is \$0.50 per annual ED visit. Check all Advanced Insight Bundles included under this Service Order Form:

- Substance Abuse Bundle
- Clinical Care Bundle
- Mental Health Bundle
- Social Determinants of Care Bundle
- Readmission Bundle

#### Quarterly Subscription Fee:

If Participant signs this Order on or before June 30, 2023, then Participant shall not pay the Quarterly Subscription Fee until two (2) years following the Go Live Date.

If Participant signs this Order after June 30, 2023, but on or before December 31, 2023, then Participant shall not begin paying the Quarterly Subscription Fee until one (1) year following the Go Live Date.

If Participant signs this Order after December 31, 2023, then Participant shall begin paying the Quarterly Subscription Fee beginning on the Go Live Date.

Participant will pay the Quarterly Subscription Fee indicated above within thirty (30) days of receipt of an invoice from Vendor.

The "**Go Live Date**" means the first day on which Participant is able to receive notifications via ED Optimization.

<b>Implementation Fees, Other Costs</b>	Vendor will not charge implementation fees or impose any costs other than the Quarterly Subscription Fee unless separately set forth in an addendum hereto (e.g., to access PDMP data); provided, however, that Participant will be responsible for (i) any fees imposed by third parties in connection with Participant's implementation of, or access to, the Services.
<b>Term</b>	The initial term of this SOF is one (1) year commencing on the Order Effective Date, after which this SOF will automatically renew for successive one (1) year renewal terms except to the extent that (i) either Party provides written notice of non-renewal of this SOF to the other Party not less than ninety (90) days prior to its renewal or (ii) this SOF or the underlying Agreement is terminated in accordance with the terms of the Agreement.

***[End of Attachment A-1]***