

**ADMINISTRATION AGREEMENT  
FOR EMPLOYEE ASSISTANCE AND  
WORKLIFE SERVICES**

This Agreement (“**Agreement**”) is effective 7/1/2025 (“**Effective Date**”), by and between City of San Luis Employee Benefit Trust, 1090 E Union St P.O BOX 1170, San Luis, Arizona 85349 United States (“**Employer**”) and Integrated Behavioral Health, Inc., doing business as Uprise Health, 2 Park Plaza, Suite 1200, Irvine, California 92614, on behalf of itself and its affiliates (“**Uprise Health**”). Employer and Uprise Health may each be referred to herein as a “**Party**” and collectively as the “**Parties.**” The Agreement consists of the terms set forth below and any associated Order Forms, Exhibits, SOWs or Schedules attached hereto, the terms of which are incorporated into this Agreement by this reference.

**1. SERVICES PROVIDED**

- 1.1. Uprise Health shall perform for Employer the Employee Assistance Plan (“**EAP**”) services and WorkLife administrative services (collectively the “**Services**”) as set forth in **Exhibit A**. All Services will be provided pursuant to the administration of Employer’s EAP (the “**Plan**”) and the terms and conditions set forth herein. In addition to the Services described on **Exhibit A**, Uprise Health shall handle correspondence of a routine nature and other general clerical and administrative functions necessary for administration of the Plan as part of the Services.
- 1.2. Upon request by Uprise Health, Employer shall furnish to Uprise Health a list of employees eligible for coverage under the EAP Plan (“**Eligible Employees**”) and information and data related to and demonstrating the eligibility of Eligible Employees (“**Eligibility Data**”), and any other information reasonably requested by Uprise Health, in connection with the Services provided hereunder, in a form reasonably acceptable to Uprise Health (i.e., by zip code). Employer shall (i) maintain and update, on a monthly basis, an accurate list of Eligible Employees (“**Monthly Count**”), and provide such Monthly Count within two (2) business days of the beginning of each calendar month. Uprise Health shall not be responsible for any delay or error in the provision of Services caused by Employer’s failure to provide such Monthly Count in a timely fashion. If Employer fails to provide to Uprise Health the Monthly Count with payment by the payment due date, the Monthly Count will be updated and reflected in the next billing and payment cycle. Uprise Health will not (a) process Monthly Counts retroactively, (b) be responsible for the failure to provide the Services to any new Eligible Employee identified in a Monthly Count not provided to Uprise Health in accordance with the terms of this Section, or (c) perform any retroactive fee refund adjustments due to Employer submitting inaccurate Monthly Counts.
- 1.3. Upon request by Uprise Health, Employer shall provide Uprise Health with its Summary Plan Description (“**SPD**”) and all other relevant EAP Plan documents within thirty (30) days of the Effective Date or such other date mutually agreed upon by the parties. If the Employer does not provide Uprise Health with an SPD, Uprise Health shall automatically apply its internal policies and procedures to the EAP Plans, including but not limited to internal appeals and external review, as applicable. Employer acknowledges and agrees that Uprise Health does not review the SPD for compliance with applicable law and Employer remains solely accountable and responsible for such compliance.

- 1.4. Despite Uprise Health’s provision of the Services, it is understood and agreed that the Employer, as Plan Administrator, retains complete authority and responsibility for its Plan, its operations, and the benefits provided thereunder, including EAP. Uprise Health is empowered to act on behalf of Employer in connection with the Plan only to the extent expressly stated in this Agreement or as agreed to in writing by Uprise Health and Employer.

**2. INVOICING AND PAYMENT; AUDIT**

- 2.1. Employer shall pay Uprise Health for Services performed pursuant to this Agreement according to the fee schedule set forth in Exhibit B (“Fee”). Note: PEPM and minimum employee count OR the flat rate and max employee count, is guaranteed for the initial term (**Section 3.1, “Term”**) of this contract (“PEPM”, “employee count”, and “Flat Rate”, found in **Exhibit B, “Fee”**). Employer will not withhold any taxes from any payments made to Uprise Health, and Uprise Health will be solely responsible for paying all taxes arising out of or resulting from the performance of Services.
- 2.2. Uprise Health shall submit invoices according to the schedule set forth on **Exhibit B**. Employer shall pay all invoices within twenty (20) days of Employer’s receipt of Uprise Health’s invoice. Any Fees not paid within thirty (30) days of the due date will be assessed interest at a rate of eight percent (8%) per annum, or the maximum rate allowed by applicable law, whichever is less, from the date on which such payment was due until the date on which it is paid in full with accrued interest. All payments shall be made via ACH or wire to the account listed below. Remittance advice to be submitted to [billing@uprisehealth.com](mailto:billing@uprisehealth.com)
  - a. ACH: Bank Name: Sunflower Bank  
Address: 1400 16th Street, Ste. 250, Denver, CO 80202  
Routing No: 101100621  
Account No. 1100017507
- 2.3. **Suspension for Non-Payment.** Uprise Health reserves the right, to the extent allowed by applicable law, to suspend some or all of the Services and Additional Services for Employer’s non-payment of Fees, and such suspension shall not release Employer of its payment obligations under this Agreement. Employer agrees that Uprise Health shall not be liable to Employer or to any third party for any liabilities, claims, or expenses arising from or relating to suspension of Services or Additional Services resulting from Employer’s non-payment of Fees.
- 2.4 **Change Request Process.** Employer may propose a change to the Services provided by Uprise Health by issuing a change request form (as updated from time to time, a “**CR Form**”) similar to the CR Form attached hereto as **Exhibit C**. Upon receipt of any CR Form, Uprise Health will (i) prepare a proposal to provide such Services, setting forth Supplier’s proposed solutions, timeframes, pricing and any other information relevant to providing the Services contained in the CR Form, or (ii) inform Employer that Uprise Health is unable to provide the Services contained in the CR Form. After reviewing the finalized CR Form, including the Uprise Health’s proposed solutions, timeframes, pricing and any other relevant information, Employer may agree to accept the Services and the terms contained in the CR Form in writing (including by email) (collectively, the “**Change Request Process**”). Upon

completion of the Change Request Process, the terms of **Exhibit A** will be modified to include the Services and terms contained in the accepted CR Form.

- 2.5 **Audit.** Uprise Health may, for purposes of verifying Employer’s compliance with this Agreement, conduct an audit (either physical or electronic) of Employer’s use of the Services. Employer shall fully cooperate with Uprise Health in connection with such audit, including scheduling any on-site audit, which such audit shall be limited to documentation and records of Employer relating to Employer’s use of the Services and compliance with the terms of this Agreement. Uprise Health will conduct the audit during Employer’s normal business hours and in a manner that does not unreasonably interfere with Employer’s normal conduct of business. In the event such audit reveals use of the Services by Employer in excess of Employer’s rights under this Agreement, Employer agrees to pay, within thirty (30) days of the completion of the audit, any fees applicable to such excess use of the Services. If Employer does not pay as required by the preceding sentence, Uprise Health shall have the right to terminate this Agreement in accordance with Section 3.4. Employer agrees that Uprise Health shall not be responsible for any of Employer’s costs incurred in cooperating with the audit.

### 3. TERM AND TERMINATION

- 3.1. **Term.** The term of the Agreement shall commence on the Effective Date and continue for thirty-six (36) months (“**Initial Term**”). Thereafter, the Agreement shall automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”), unless either Party has given the other Party a written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term or either Party terminates the Agreement in accordance with this Section 3. The Initial Term together with any Renewal Term constitute the “**Term**” of this Agreement.
- 3.2. **Discounts.** Discounts offered during the Initial Term shall not extend to any subsequent Renewal Term.
- 3.3. **Immediate Termination.** This Agreement may be terminated immediately for cause upon written notice given by the non-defaulting Party if (i) a Party ceases the active conduct of its business; (ii) a Party is the subject of a bankruptcy, receivership or other insolvency event or proceeding; or (iii) Employer fails to pay any Administrative Services Fee to Uprise Health by the due date.
- 3.4. **Termination for Cause.** This Agreement may be terminated for cause if a Party breaches the Agreement, and the defaulting Party fails to correct such default within a thirty (30) day period following notice of default under this Agreement. The written notice shall set forth the nature of the default as to performance required by this Agreement. Uprise Health shall have the right to terminate the Agreement pursuant to this Section 3.4 if Employer fails to comply with (i) applicable state licensing requirements, or (ii) applicable federal and state codes and regulations pertaining to the EAP Plan.
- 3.5. **Effect of Termination.** Upon any termination or expiration of this Agreement, Employer shall immediately pay all unpaid and outstanding amounts through the expiration of this Agreement. Uprise Health will continue to deliver to Employer any Services due through the effective date of termination.

#### 4. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

- 4.1. **Mutual.** Each Party represents and warrants to the other Party that it has the full right, power, and authority to enter into and fully perform its obligations under this Agreement and the execution, delivery, and performance of this Agreement does not conflict with any other agreement to which it is a party or by which it is bound.
- 4.2. **By Uprise Health.** Uprise Health represents and warrants to Employer that: (i) Uprise Health will perform the Services and Additional Services in a professional and workmanlike manner, in accordance with the specifications set forth on **Exhibit A**; (ii) Uprise Health will comply with all applicable laws and regulations related to the Services and Additional Services provided hereunder. Notwithstanding the foreign, Employer acknowledges and agrees that Uprise Health shall not be required to fulfill any obligation of Employer under the Consolidated Appropriations Act of 2021; and (iii) Uprise Health is properly licensed under applicable law. Uprise Health maintains all of the licenses, permits, registrations, and other governmental authorizations required to conduct Uprise Health's business and perform the Services. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES UPRISE HEALTH PROVIDES UNDER THIS AGREEMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRES OR IMPLIED, INCLUDING ANY WARRANTIES AS TO ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. UPRISE HEALTH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- 4.3. **By Employer.** Employer represents and warrants to Uprise Health that: (i) Employer will comply with all applicable laws and regulations related to this Agreement the performance of its obligations hereunder; (ii) Employer will comply with all applicable laws and regulations related to this Agreement the performance of its obligations hereunder; (iii) Employer has obtained all consents, permissions, or authorizations necessary to share the Eligibility Data with Uprise Health in connection with the Services; (iv) the Eligibility Data has been obtained by or on behalf of Employer in compliance with applicable laws; (v) the Eligibility Data does not infringe, misappropriate or violate the intellectual property rights of any third party; (vi) at the time of delivery, the Eligibility Data will not contain any viruses, time bombs, or malicious code or elements.

#### 5. CONFIDENTIALITY

- 5.1. **"Confidential Information"** means the information of a party ("**Disclosing Party**") that is disclosed to the other party ("**Receiving Party**") under this agreement that the Receiving Party knows or reasonably should know is confidential to the Disclosing Party. Confidential Information may be disclosed in written, visual, oral or other form. Confidential Information also includes all summaries or abstracts of Confidential Information. Confidential Information of Uprise Health includes any information with respect to Uprise Health or any of its affiliates' fees or specific rates of payment to health care providers (including employee assistance network providers) and any information which may allow determination of such fees or rates any of the terms and provisions of the health care provider's agreement (including employee assistance network providers) with Uprise Health or its affiliates.

- 5.2. Each party acknowledges that in the course of performing this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times both during the term of this Agreement and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as reasonably required to perform this Agreement. The Receiving Party shall take reasonable steps to prevent unauthorized disclosure or use of the Disclosing Party's Confidential Information and to prevent it from becoming publicly available or falling into the possession of unauthorized persons, but in no event will the Receiving Party use less care than it would in connection with its own confidential information of like kind. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into confidentiality agreements or are bound by professional responsibility obligations which protect the Confidential Information of the Disclosing Party sufficient to enable the Receiving Party to comply with its obligations of confidentiality under this Agreement.
- 5.3. The confidentiality obligations set forth herein do not apply to information which is: (i) now or hereafter, through no unauthorized act or failure to act on the Receiving Party's part, in the public domain or publicly available; (ii) known to the Receiving Party without an obligation of confidentiality at the time the Receiving Party receives the same from the Disclosing Party; (iii) hereafter furnished to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any law or governmental investigative or judicial agency pursuant to proceedings over which that agency has jurisdiction, on condition that, prior to the disclosure, the Receiving Party (a) asserts the confidential nature of the Confidential Information; (b) immediately notifies the Disclosing Party in writing of the requirement, order or request to disclose; and (c) cooperates fully with the Disclosing Party in protecting against any the disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.
- 5.4. **Upon Termination.** Upon termination of this Agreement, each Party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to applicable law, to the extent such Confidential Information cannot be disaggregated from the Uprise Health's databases, or except as otherwise provided under HIPAA; provided, however, that Uprise Health may retain copies of any such Confidential Information it deems necessary for to comply with applicable laws or the defense of litigation concerning the Services it provided under this Agreement.
- 5.5. To the extent Employer will be sending patient data to Uprise Health that is "Protected Health Information" as such term is defined by Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the rules and regulations promulgated thereunder (collectively "**HIPAA**"), then the parties shall sign a Business Associate

Addendum, attached hereto as **Exhibit D**, and the terms of that Addendum shall apply to Protected Health Information sent to Uprise Health under this Agreement.

- 5.6. **Aggregated and De-Identified Data.** Notwithstanding anything herein to the contrary, Uprise Health may monitor Employer's use of the Services and Platform and use data and information related to such use in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services and Platform ("**Aggregated Data**"). All right, title and interest in the Aggregated Data shall belong to Uprise Health. Employer acknowledges that Uprise Health will be compiling Aggregated Data and may use such information to the extent and in the manner permitted by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Employer or Confidential Information of Employer.

## 6. INDEMNIFICATION

- 6.1. Uprise Health shall indemnify and hold harmless Employer, its directors, officers, employees (acting in the course of their employment, but not as members) for that portion of any third-party claims, loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees) caused solely and directly by Uprise Health's (i) willful misconduct or (ii) criminal conduct.
- 6.2. Employer shall indemnify and hold harmless Uprise Health, its affiliates and their respective directors, officers, and employees for that portion of any third party claim, loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees) arising from or relating to: (i) Employer's willful misconduct, criminal conduct, or breach of the Business Associates Agreement, (ii) the transfer of Eligibility Data or Protected Health Information to, or use of Eligibility Data or Protected Health Information by, Uprise Health, Employer, or a third party; (iii) the infringement, misappropriation or violation of the intellectual property rights of any third party by the Eligibility Data or Uprise Health's use of the Eligibility Data, or (iv) claims, demands or lawsuits brought against Uprise Health in connection with Services provided under this Agreement.
- 6.3. The party seeking indemnification under this Section 6 must notify the indemnifying party within twenty (20) days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.
- 6.4. Employer and Uprise Health agree that: (i) Uprise Health does not render medical services or treatments to members; (ii) neither Employer nor Uprise Health is responsible for the health care that is delivered by EAP Plan network providers; (iii) EAP Plan network providers are solely responsible for the health care they deliver to members; (iv) EAP Plan network providers are not the agents or employees of Employer or Uprise Health; and (v) the indemnification obligations under this Section 6 do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of EAP Plan network providers with respect to members.

- 6.5. The indemnification obligations under Section 6.1 above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by Uprise Health's act or omission undertaken at the direction of Employer.
- 6.6. The indemnification obligations under this Section 6 shall terminate upon the expiration of this Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or within two (2) years thereafter.

**7. LIMITATION OF LIABILITY**

- 7.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 7.2. IN NO EVENT SHALL UPRISE HEALTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO UPRISE HEALTH PURSUANT TO THIS AGREEMENT AND ANY APPLICABLE STATEMENT OF WORK, AS APPLICABLE.

**8. INTELLECTUAL PROPERTY**

- 8.1. **Ownership.** As between the parties, (i) Uprise Health owns all right, title and interest in and to the Services, Additional Services, Platform, Aggregated Data, and Work Product, and (ii) Employer owns all right, title and interest in and to the Eligibility Data. There are no implied rights. No rights are granted to use any trademarks, trade names, service marks, logos, domain names, or other distinctive brand features associated with either Party.
- 8.2. **Work Product.** All intellectual property rights in and to all documents, work product, and other materials that are provided by or on behalf of Uprise Health to Employer under this Agreement ("**Work Product**") shall be owned by Uprise Health. If Employer obtains any right, title or interest in or Work Product, Employer hereby irrevocably assigns such right, title and interest in and to such Work Product to Uprise Health. Uprise Health hereby grants Employer a non-exclusive, non-transferable, non-assignable license to use the Work Product solely in Employer's EAP Plan marketing materials during the Term.
- 8.3. **License.** Subject to Employer's compliance with the terms and conditions of this Agreement, and provided that Employer is authorized to use Uprise Health's online platform for purposes of accessing analytics, reporting, and materials relating to the Services (the "**Platform**") under Exhibit A, Uprise Health grants Employer a non-exclusive, royalty-free, non-transferable, non-assignable right to access and use the Platform solely in connection with Employer's use of the Services. Use of the Platform is subject to the restrictions and limitations set forth herein, Exhibit A and

any related order form or statement of work, which may include, without limitation, restrictions on the number of users of Employer that may access the Platform.

- 8.4. **General Restrictions.** Employer shall not, directly or indirectly, do, nor permit anyone to do, any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of any of the Platform; (ii) transfer, sublicense, distribute, re-transmit, disseminate, re-sell, loan, lease, share, give, or otherwise make available in any format the Platform on a stand-alone basis or as part of any software application; (iii) make available or provide the Platform to any third party as a reseller, service bureau, service provider or similar basis; (iv) modify or create derivative works (as defined under U.S. Copyright laws) of any of the Platform; (v) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Platform; (vi) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of any third party; (vii) remove any proprietary notices from any of the Platform or any other software, content, or materials furnished or made available hereunder by Uprise Health; (viii) publish or disclose to third parties any negative evaluation of the Services or Platform without Uprise Health's prior written consent; (ix) use the Platform or Services to develop a similar or replacement product or service, or other information resource of any kind (electronic or otherwise) or otherwise create or attempt to create a substitute or similar service or product; (x) take any act that may reasonably be expected to undermine or adversely affect the security or integrity of the Platform or any software available therefrom or any data or information stored or transmitted using the Platform; or (xi) use web scraping, web harvesting, or web data extraction methods to extract data or information from the Service or Platform.

## **9. MISCELLANEOUS**

- 9.1. **Amendment.** No amendment or modification of this Agreement shall be made, except as provided herein, without the prior written consent of the Parties; provided, however, Uprise Health may amend this Agreement upon prior written notice to Employer as required to make the Agreement compliant with applicable laws.
- 9.2. **Assignment.** Neither Party shall assign, delegate or subcontract any of its rights or obligations set forth in this Agreement without the prior written approval of the other Party, and such approval shall not be unreasonably withheld; provided, however, Uprise Health may freely assign this Agreement, or its obligations and/or rights under this Agreement, without obtaining such approval, in connection with any merger, consolidation, sale of all or substantially all of the assets related to this Agreement or equity of the party or any other similar transaction, or to an Uprise Health affiliate or subsidiary. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies upon any other person or party other than the Parties or their respective successors.
- 9.3. **Dispute Resolution.** If the Parties are unable to informally resolve any dispute arising out of or relating to this Agreement, either Party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Orange County, California, in accordance with the commercial dispute rules then in effect of the Judicial Arbitration and Mediation Services (“JAMS”). The arbitration shall be conducted on an expedited basis by a single arbitrator. In making decisions about discovery and case management, it is the Parties' express agreement and intent that the arbitrator at all times promote efficiency without denying either

Party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. The Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys' fees and costs.

- 9.4. **Entire Agreement.** This Agreement and any exhibits attached hereto, which are incorporated into the Agreement by this reference, set forth the full and complete understanding of the Parties. This Agreement shall be binding upon the Parties and their respective successors and assignees.
- 9.5. **Force Majeure.** Uprise Health shall not be liable for any failure to meet any of the obligations or provide any of the Services or benefits specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of Uprise Health, its employees, officers or directors. Such contingencies include, but are not limited to: acts or omissions of any person or entity not employed or reasonably controlled by Uprise Health, its employees, officers or directors; acts of God; fires; wars; accidents; labor disputes or shortages; governmental laws, ordinances, rules, regulations, or the opinions rendered by any Court, whether valid or invalid.
- 9.6. **Governing Law.** This Agreement shall be governed by the laws of the state of California, and the Parties consent to venue and personal jurisdiction over them in California state courts and in U.S. District Court for the Central District of California, as applicable, for purposes of construction and enforcement of this Agreement.
- 9.7. **Independent Contractors.** The relationship of the Parties shall be that of independent contractors or vendor-client, and nothing in this Agreement shall be construed as creating the relationship of partners, joint ventures, or employer/employee between the Parties.
- 9.8. **Insurance.** Uprise Health will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a company carrying on a similar business in a similar location, and for any other risks to which Uprise Health is normally exposed.
- 9.9. **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

Notice: City of San Luis Employee Benefit Trust  
1090 E Union St  
P.O BOX 1170  
San Luis, Arizona 85349

Attention:  
Notice: Uprise Health  
2 Park Plaza, Suite 1200  
Irvine, CA 92614

- 9.10. **Records.** Employer acknowledges and agrees that Uprise Health or its affiliates or authorized agents shall have the right to use all documents, records, reports, and data, including data recorded in Uprise Health's data processing systems ("**Documentation**"), subject to compliance with privacy laws and regulations,

including without limitation regulations promulgated pursuant to HIPAA. All Documentation is stored in Uprise Health's data warehouses, and may be de-identified as to members and employer identity for purposes other than administration of EAP Services, at Uprise Health's discretion. Employer is not compensated for any use of de-identified Documentation maintained in Uprise Health's data warehouse.

- 9.11. **Remedies.** All remedies, either under this Agreement, or by law or otherwise afforded to any Party, shall be cumulative and not alternative.
- 9.12. **Represented by Counsel.** The provisions of this Agreement have been examined by counsel for each Party, and no implication shall be drawn against any Party by virtue of the drafting of this Agreement.
- 9.13. **Severability.** In the case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 9.14. **Survival.** Those provisions that expressly state, or by its nature is intended to survive, shall survive. Each Party shall promptly notify the other Party of any notice of lawsuit and or legal action pertaining to the Plan or its administration. Uprise Health shall work with Employer to respond to such complaints or inquiries, or where appropriate assist Employer in its response to such complaints, inquiries or legal action.
- 9.15. **Waiver.** The rights of any Party to enforce any provision hereof shall not be affected by its prior failure to require performance of that provision or any other provision, nor shall any right be deemed to have been waived unless the waiver thereof be in writing and signed by the Party making such waiver.

*Signature page follows*

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below, to be effective as of the Effective Date set forth above.

**City of San Luis Employee Benefit Trust**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Integrated Behavioral Health, Inc., d/b/a Uprise Health.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit B**

**DESCRIPTION OF SERVICES**

**I. Included Services.** Uprise Health shall provide and Customer shall purchase the following Services pursuant to the terms of the Agreement between the parties and the pricing set forth in Exhibit B. Services to be provided for all eligible employees and their eligible dependents.

Customer Service and Account Management	
<input checked="" type="checkbox"/>	<b>Implementation</b> (subject to separate fee as set forth in Exhibit B): Digital launch and implementation kit plus access to account team support.
<input checked="" type="checkbox"/>	<b>Reporting &amp; Analytics Dashboard:</b> An online dashboard that provides aggregated data about workforce and service utilization and demographics.
<input checked="" type="checkbox"/>	<b>Member Communications:</b> Standard digital promotional material explaining Uprise Health tools and services will be available in the resource library. Assets will be created in English and priority assets translated into Spanish (additional languages available for a fee).
<input checked="" type="checkbox"/>	<b>Technical Support:</b> Technical support for Uprise Health platform and websites available Monday through Friday from 8:00 a.m. – 5:00 p.m. (Pacific time)

Digital Mental Health Platform & Services	
Coaching and Therapy Services*	
✓	24/7 Phone line (unlimited member use)
✓	<b>6</b> Group Sessions per member per calendar year (virtual)
✓	<b>6</b> Therapy Sessions per member/Per Incident/Per Year (Standard Phone Referral or virtual)
✓	<b>6</b> Coaching Sessions per member per year
* Sessions cannot be transferred between coaching, group, and therapy. For example: a member can have 3 coaching, 3 group, and 3 therapy but not 6 coaching and 3 therapy.	
EAP Services	
✓	24/7 Phone Line (unlimited member use)
✓	Work-life and Wellbeing Resources
✓	Work-life Services (certain elements not included)
✓	Manager Resources
Health Platform	
✓	Wellbeing Check & Progress Tracking
✓	Personalized Care Plan
✓	Self-guided Digital Courses
✓	Coach-guided Digital Courses
✓	Live Mental Health Care
✓	Proactive Outreach Based on Member Wellness Assessment
✓	Whole Person Care

<b>Digital Mental Health Platform &amp; Services</b>	
<b>Service</b>	<b>Description</b>
<b>24/7 Phone Line</b>	<p>24/7/365 telephone access to Uprise Health case management staff. During business hours, members who are in crisis will be connected with an Uprise Health case manager, who will arrange appropriate support.</p> <p>After hours answering services are available and calls can be triaged to licensed professionals for emergency care.</p> <p>We have a provision of translator services (240+ languages) and TDD/TTY services.</p> <p>Members that are in life threatening situations should immediately call 911 as they would do with any other medical/life emergency.</p>
<b>Coaching Sessions</b>	<p>Coaching can be self-booked within the digital platform using a real-time calendar system. Coaching is intended for members who want support with current stressful life events or for well employees who are looking to learn mental fitness skills. Coaching is designed to be approachable for all members. Coaches help members apply the skills from the digital library and introduce ways to strengthen mental health and wellbeing. Coaching is delivered via phone-based sessions.</p>
<b>Group Sessions</b>	<p>Group sessions can be self-booked, and, typically, there are between 50 – 100 chat rooms available at any time on a range of topics and there are live group sessions available daily. All sessions are led by a trained moderator. Members can choose either chat room or video-based group sessions and have the option to participate anonymously with the other participants.</p>
<b>Therapy Sessions</b>	<p>Members can call the Phone Line and are connected to one of Uprise Health’s staff within thirty (30) seconds on average. Uprise Health staff assist the member by collecting any requirements to see a counselor in their area or virtually via phone or video. If the member requests a virtual session, they are provided with either access to our virtual counseling web portal where they can sign up immediately or referred to a network provider who conducts video sessions using their own technology. If they request an in-person session, then Uprise Health staff will provide a curated list of in-network counselors in their area. This list is confirmed on a regular basis with our provider network to ensure that it is up to date and that our members can be seen as quickly as possible.</p>
<b>EAP Services Description</b>	

<p><b>Work-life and Wellbeing Resources</b></p>	<p>Online access to work-life and wellbeing resources, which provide guides, newsletters, webinars, calendar, resource kits (Grief and Loss, Emotional First Aid, Hurricane Preparedness, etc.), educational materials, tools, and trainings that cover a wide range of popular topics for health, work-life, financial, legal, adult and elder care, children/parenting, and more. The portal includes access to an online savings center for discounts for services, events, and products. Also includes crisis alerts and support links for national events.</p> <p>On-demand webinars on various work-life, wellbeing, and personal development topics, which are available on the 1<sup>st</sup> day of each month and past topics are available for viewing at any time.</p> <p>A newsletter that covers work-life, wellbeing, and personal development topics available in English and Spanish only.</p>
<p><b>Work-life Services</b></p>	<p><u>Legal</u>: One initial thirty (30) minute legal consultation per each separate legal matter at no cost for members. If the member and attorney or mediator agree to further representation, services will be provided at a twenty-five percent (25%) reduction from the standard hourly rate. Telephonic support and an extensive library of resources are also available.</p> <p><u>Financial</u>: Thirty (30) days of access for each member to a personal financial expert who will work with the member toward financial wellness by identifying financial goals, assessing current financial situation, and providing a suggested detailed action plan.</p> <p><u>Caregiver</u>: Comprehensive database for child, dependent and elder care look-up. No-obligation curated referral list or warm handover to our partner program who can provide dependent care for an additional fee. Fees depend on the services provided. Please contact us for a list of services and associated costs.</p>
<p><b>Manager Resources</b></p>	<p>Uprise Health prepares proactive communications and materials to help supervisors address current topics and trends, such as crisis response for COVID-19, social unrest, natural disasters (e.g., fires, flooding, tornados.), and more.</p> <p>Management Referrals: We provide a process for referring eligible employees with conduct or substance use issues to Uprise Health.</p>
<p><b>Health Platform Services Description</b></p>	
<p><b>Wellbeing Check</b></p>	<p>We use a World Health Organization wellbeing measure that gives an accurate assessment of high, moderate, or low levels. The measure takes less than a minute to complete and asks questions about sleep and energy to make it approachable for everyone, whether they are</p>

	thriving or surviving. Customers can track their organization’s wellbeing levels via Uprise Health reporting dashboard.
<b>Personalized Care Plan</b>	Each member receives a personalized care plan based on their preferences and Wellness Assessment levels. The care plan recommends skills/lessons from our digital library as well as the frequency of sessions with their coach or consultant. Members are recommended evidence-based courses to manage issues like depression and anxiety while high Wellness Assessment scored members are recommended courses to stay well and thrive using an approach called positive psychology.
<b>Self-Guided Digital Courses</b>	Uprise Health has a strong focus on only using evidence-based content. Each of the lessons has passed an evidence review and was written by a team of clinical psychologists. Each course is based on an established course that has been evaluated in at least one peer-reviewed scientific study and most courses have been evaluated in five (5) or more studies. To deliver the highest possible completion rates Uprise Health has focused on positive user experience and lessons are delivered via 3–5-minute videos and audios as well as interactive chatbot exercises based on best-practice adult learning principles.
<b>Coach-Guided Digital Courses</b>	Members have the option of completing their digital courses with the support of a coach. The coach can create a personalized lesson plan and during the calls the coach shows the member how to apply the skills. The goal of coach-guidance is to improve accountability to practice the skills, which is linked to better behavioral outcomes.
<b>Live Mental Health Care Navigator</b>	Members are linked with a mental health Care Navigator during their onboarding. The Care Navigator’s role is to provide live support and to assist the member in navigating their mental health journey. The Care Navigator can book coaching sessions or counselling sessions for the member.
<b>Proactive Outreach based on Member Assessment Levels</b>	<p>Uprise Health proactively reaches out to members scoring below the clinical cutoff on the Wellbeing Check through Uprise Health Platform, to discuss support options available to members. If a member opts in, Uprise Health will proactively reach out to discuss available support options.</p> <p>For members who complete the Wellbeing Assessment and score in the low range, Uprise Health will proactively reach out to discuss available support options.</p>
<b>Reporting Dashboard</b>	Online dashboard that provides aggregated data about workforce and service utilization and demographics.

**Exhibit B**

**ADMINISTRATIVE SERVICES FEES**

<b>Customer:</b>	City of San Luis Employee Benefit Trust
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**FEES:** Customer shall pay the following pursuant to the terms and conditions of the Agreement.

Description	Due	Fee Type	Amount
Implementation Fee	Monthly	One-Time	\$0.00
<b>EAP</b>	Monthly	Employee/Member	Per Employee Per Month (“PEPM”) of \$1.91 per employee (with a minimum of 322 employees).
<b>Digital</b>	Monthly	Employee/Member	Per Employee Per Month (“PEPM”) of \$0.00 per employee (with a minimum of 322 employees).

**FEE FOR SERVICE ADD-ON SERVICES.** Uprise Health may make the following Services available for an additional fee.

✓	Critical Incident Response
✓	Training and Training Coordination

Add-On Fee for Service Descriptions and Pricing	
<b>Critical Incident Response (CIR)</b>	<p>CIR includes telephonic support for critical incidents via our 24/7 phone line as well as crisis support email communications for national disasters. Depending on the nature and scope of the event, the Uprise Health communication team will send email communications to targeted areas. Onsite or virtual crisis support can be purchased on a per hour basis and includes a range of supportive interventions designed to enhance a person’s natural resilience, facilitating individual and workgroup return-to-work/return-to-functioning. The CIR service is provided by a trained specialist to respond to emergency situations such as an act of violence, health of a co-worker, robbery, or a natural disaster.</p> <p>CIR Services are provided by Uprise Health third-party provider and CIR fees are subject to change depending upon the third-party provider. Uprise Health will endeavor to promptly provide notification of any changes in the CIR fees.</p>
<u>CIR Pricing</u>	<ul style="list-style-type: none"> <li>Standard Response Next Day: \$450 per hour with two-hour minimum.</li> <li>Same Day Response Outside of 2.0 hours: \$500 per hour with two-hour minimum.</li> <li>Immediate Response Within 2.0 hours: \$600 per hour with two-hour minimum.</li> </ul> <p>Additional fees may apply for cancellations, bilingual counselors and remote locations (travel).</p>

	<p><b>Cancellation Policy:</b></p> <ul style="list-style-type: none"> <li>• <b>48 Hour Cancellation.</b> If Employer cancels or reschedules CIR services within forty-eight (48) hours of the originally scheduled appointment, Employer will pay a flat fee, per shift, based on the number of hours scheduled. Shifts cancelled or rescheduled on the date of service will be billed in full.</li> <li>• <b>Shifts Scheduled 4 Hours or Less.</b> In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Employer will pay flat fee of \$350 per shift cancelled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.</li> <li>• <b>Shifts Scheduled Over 4 Hours:</b> In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Employer will pay flat fee of \$500 per shift cancelled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.</li> </ul>
<p><b>Training</b></p>	<p><b>Standard Training:</b></p> <ul style="list-style-type: none"> <li>• For an additional fee, Uprise Health will provide on-site and virtual trainings on a wide variety of topics or can create a bespoke training program for you. Delivered by experienced presenters and created by a team of subject matter experts. Account Managers will provide training coordination to coordinate topics for trainings, the training organization, and communicate about trainings.</li> </ul> <p><b>Employee and Supervisor Orientation Sessions:</b></p> <ul style="list-style-type: none"> <li>• Upon Request, annual, 30-minute virtual orientation hosted by Account manager.</li> </ul> <p><b>Virtual Health Fair Support:</b></p> <ul style="list-style-type: none"> <li>• Virtual support for company health fairs, minimum 3 week’s notice.</li> </ul>
<p><u>Training Pricing</u></p>	<ul style="list-style-type: none"> <li>• Webinar per hour:             <ul style="list-style-type: none"> <li>○ 3-week notice: \$325</li> <li>○ 2-week notice: \$375</li> <li>○ 1-week notice: \$425</li> </ul> </li> <li>• In-person \$550 per hour + travel</li> <li>• Custom Training: \$50 per hour + actual cost of outside experts</li> </ul> <p><b>Trainings Cancellation Policy:</b></p> <ul style="list-style-type: none"> <li>○ 7-10 days: \$50</li> <li>○ 3-6 days: \$100</li> <li>○ 0-3 days: Full training rate</li> </ul> <p>Training Services are provided by an Uprise Health third-party provider and fees are subject to change. Uprise Health will endeavor to promptly provide notification of any changes in the Training fees.</p>

If annual therapy case utilization exceeds 10% then Uprise Health reserves the right to

renegotiate pricing. Annual therapy case utilization is defined as total annual therapy cases divided by the average number of employees. A therapy case is defined as an instance where an employee or eligible dependent receives therapy for an incident and may consist of more than one therapy sessions.

**BUSINESS ASSOCIATE AGREEMENT  
BETWEEN UPRISE HEALTH AND City of San Luis Employee Benefit Trust**

This Business Associate Agreement (“BAA”) is entered into by and between **Integrated Behavioral Health, Inc., d/b/a Uprise Health, Inc.** (“Uprise Health”) and City of San Luis Employee Benefit Trust, (“**Covered Entity**”) and is effective as of 7/1/2025 (the “**BAA Effective Date**”). Uprise Health and Covered Entity may be referred to individually as a “Party” or, collectively, as the “Parties” in this BAA.

**RECITALS**

A. The Parties have entered into, and may in the future enter into, one or more written service agreements pursuant to which Uprise Health provides services to Covered Entity (together, the “Underlying Agreement”), and Covered Entity wishes to disclose certain information to Uprise Health pursuant to the terms of such Underlying Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. Covered Entity and Uprise Health intend to protect the privacy and provide for the security of PHI disclosed to Uprise Health pursuant to the Underlying Agreement in compliance with (i) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the “HIPAA Final Rule”).

C. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”).

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

1. Definitions.

a. Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this BAA by reference.

b. “Breach” shall have the same meaning given to such term in 45 C.F.R. § 164.402.

c. “Designated Record Set” shall have the same meaning given to such term in 45 C.F.R. § 164.501.

d. “Electronic Protected Health Information” or “Electronic PHI” shall have the same

meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Uprise Health creates, receives, maintains or transmits from or on behalf of Covered Entity.

e. “Individual” shall have the same meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

f. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

g. “Protected Health Information” or “PHI” shall have the same meaning given to such term in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Uprise Health from or on behalf of Covered Entity.

h. “Required by Law” shall have the same meaning given to such term in 45 C.F.R. § 164.103.

i. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

j. “Security Incident” shall have the same meaning given to such term in 45 C.F.R. § 164.304.

k. “Security Rule” shall mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

l. “Unsecured Protected Health Information” or “Unsecured PHI” shall have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

2. Permitted Uses and Disclosures of PHI.

a. Uses and Disclosures of PHI Pursuant to Underlying Agreement. Except as otherwise limited in this BAA, Uprise Health may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. To the extent Uprise Health is carrying out any of Covered Entity’s obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement or this BAA, Uprise Health shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

b. Permitted Uses of PHI by Uprise Health. Except as otherwise limited in this BAA, Uprise Health may use PHI for the proper management and administration of Uprise Health or to carry out the legal responsibilities of Uprise Health.

c. Permitted Disclosures of PHI by Uprise Health. Except as otherwise limited in this BAA, Uprise Health may disclose PHI for the proper management and administration of Uprise

Health, provided that the disclosures are Required by Law, or Uprise Health obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Uprise Health pursuant to this BAA), and that the person agrees to notify Uprise Health of any instances of which it is aware in which the confidentiality of the information has been breached. Uprise Health may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j).

d. Data Aggregation. Except as otherwise limited in this BAA, Uprise Health may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports and all other purposes allowed under applicable law.

e. De-identified Data. Uprise Health may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose.

3. Obligations of Uprise Health.

a. Appropriate Safeguards. Uprise Health shall use appropriate safeguards and shall comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BAA.

b. Reporting of Improper Use or Disclosure, Security Incident or Breach. Uprise Health shall report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section 3(b) constitutes notice by Uprise Health to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Uprise Health shall be provided only upon written request from Covered Entity. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Uprise Health’ firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Uprise Health’ notification to Covered Entity of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Uprise Health to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404(c).

c. Uprise Health’ Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, Uprise Health shall enter into a written agreement with any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Uprise Health for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Uprise Health with respect to such PHI.

d. Access to PHI. To the extent Uprise Health has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524 within ten (10) business days of Uprise Health' receipt of a written request from Covered Entity; provided, however, that Uprise Health is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524, or inquires about his or her right to access directly to Uprise Health, Uprise Health shall direct the Individual to Covered Entity.

e. Amendment of PHI. To the extent Uprise Health has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of Uprise Health' receipt of a written request from Covered Entity. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Uprise Health, or inquires about his or her right to amendment, Uprise Health shall direct the Individual to Covered Entity.

f. Documentation of Disclosures. Uprise Health agrees to document such disclosures of PHI and information related 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 45 C.F.R. § 164.528. Uprise Health shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

g. Accounting of Disclosures. Uprise Health agrees to provide to Covered Entity, within thirty (30) days of Uprise Health' receipt of a written request from Covered Entity, information collected in accordance with Section 3(f) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to Uprise Health, or inquires about his or her right to an accounting of disclosures of PHI, Uprise Health shall direct the Individual to Covered Entity.

h. Governmental Access to Records. Uprise Health shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Uprise Health on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Mitigation. To the extent practicable, Uprise Health will reasonably cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Uprise Health of a use or disclosure of PHI that is not permitted by this BAA.

j. Minimum Necessary. Uprise Health shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

k. Compliance with Laws. Uprise Health shall comply with all applicable state and federal privacy and security laws governing PHI, including but not limited to HIPAA and the HITECH Act, as such may be amended from time to time.

l. Substance Use Disorder Patient Records/Qualified Service Organization Agreement. Uprise Health acknowledges that “patient identifying information” (as defined at 42 C.F.R. § 2.11) subject to 42 C.F.R. Part 2, regarding the confidentiality of substance use disorder patient records (the “Part 2 Rule”) may be disclosed by or on behalf of Covered Entity to Uprise Health under the terms of this BAA (“Patient Identifying Information”). In such instances, Uprise Health shall: (a) comply with the requirements of the Part 2 Rule with respect to Patient Identifying Information; (b) implement appropriate safeguards to prevent unauthorized uses and disclosures of Patient Identifying Information; (c) report to Covered Entity any unauthorized use, disclosure, or breach of Patient Identifying Information; and (d) refrain from redisclosing Patient Identifying Information to any person or entity other than to Covered Entity or to an agent or subcontractor as necessary for Uprise Health to provide services to Covered Entity pursuant to the Underlying Agreement, where such agent or subcontractor is subject to restrictions substantially similar to those set forth in this Section. The Parties acknowledge that this Section constitutes notice by Covered Entity to Uprise Health that “42 CFR part 2 prohibits unauthorized disclosure of these records,” with respect to Patient Identifying Information, as such notice is required under 42 C.F.R. §§ 2.32(a) and 2.33(c). To the extent relevant, this BAA shall be considered a Qualified Service Organization Agreement as required by 42 C.F.R. Part 2.

4. Obligations of Covered Entity.

a. Notice of Privacy Practices. Covered Entity shall notify Uprise Health of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Uprise Health’ use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

b. Notification of Changes Regarding Individual Permission. Covered Entity shall notify Uprise Health of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Uprise Health’ use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Uprise Health with PHI.

c. Notification of Restrictions to the Use or Disclosure of PHI. Covered Entity shall notify Uprise Health of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Uprise Health’ use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Uprise Health reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Uprise Health’ ability to perform its obligations under the Underlying Agreement or this BAA, the Parties shall mutually agree upon any necessary modification of Uprise Health’ obligations under such agreements.

d. Permissible Requests by Covered Entity. Covered Entity shall not request Uprise Health to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity, except as permitted pursuant to the provisions of Section 2 of this BAA.

5. Term and Termination.

a. Term. The term of this BAA shall commence as of the BAA Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Uprise Health, or created or received by Uprise Health on behalf of Covered Entity, is cleared or returned to Covered Entity or, if it is infeasible to return or clear PHI, protections are extended to such information, in accordance with Section 5(c).

b. Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, those portions of the Underlying Agreement that involve the disclosure of PHI to Business Associate, or if non-severable, the Underlying Agreement, if cure is not possible.

c. Effect of Termination.

(i) Except as provided in paragraph (ii) of this Section 5(c), upon termination of the Underlying Agreement or this BAA for any reason, Uprise Health shall return or destroy all PHI received from Covered Entity, or created or received by Uprise Health on behalf of Covered Entity, and shall retain no copies of the PHI.

(ii) If, based upon a reasonable determination by Uprise Health, it is infeasible for Uprise Health to return or destroy the PHI upon termination of the Underlying Agreement or this BAA, Uprise Health shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Uprise Health maintains such PHI.

(iii) For purposes of this Section 5(c), "destroy" or "destruction" shall be satisfied by "sanitization" performed in accordance with NIST Special Publication 800-88 Revision 1. All storage media used by Uprise Health for storage of PHI shall be sanitized in such manner upon decommissioning at the end of useful life, and no such media subject to such sanitization shall leave the possession of Uprise Health until such sanitization occurs.

6. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

7. Indemnification. The Parties acknowledge and agree that the Underlying Agreement shall

set forth the Parties' respective indemnification obligations, including with respect to any and all losses, damages, deficiencies, judgments, settlements, interest, awards, penalties, fines, or other costs or expenses (including reasonable attorneys' fees) resulting from any claim, action, demand, lawsuit, arbitration, inquiry, proceeding, notices of violation, citation or investigation of any nature, including civil, criminal, administrative, regulatory or otherwise, whether at law, in equity, or otherwise, of a third party with respect to the subject matter of, or otherwise in connection with, this BAA.

8. Survival. The respective rights and obligations of Uprise Health under Section 5(c), Section 6, Section 7, and the statute of limitations in Section 10 of this BAA shall survive the termination of this BAA and the Underlying Agreement.

9. Effect of BAA. In the event of any inconsistency between the provisions of this BAA and the Underlying Agreement, the provisions of this BAA shall control with respect to protected health information. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over Uprise Health or Covered Entity, such rule or interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of Uprise Health or Covered Entity that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA shall control.

10. General. This BAA is governed by, and shall be construed in accordance with, the laws of the State that govern the Underlying Agreement. Any action relating to this BAA must be commenced within (1) one year after the date upon which the cause of action accrued. Covered Entity shall not assign this BAA without the prior written consent of Uprise Health, which shall not be unreasonably withheld. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. All notices relating to the Parties' legal rights and remedies under this BAA shall be provided in writing to a Party, shall be sent to its address set forth in the signature block below, or to such other address as may be designated by that Party by notice to the sending Party, and shall reference this BAA. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. Nothing in this BAA shall confer any right, remedy or obligation upon anyone other than Covered Entity and Uprise Health. This BAA is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

*Signature page follows*

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have duly executed this BAA as of the BAA Effective Date.

*COVERED ENTITY*

*UPRISE HEALTH*

**City of San Luis Employee Benefit Trust**

**Integrated Behavioral Health, Inc., d/b/a Uprise Health**

Address:

Notice: City of San Luis Employee Benefit Trust  
1090 E Union St  
P.O BOX 1170  
San Luis, Arizona 85349

Address:

Integrated Behavioral Health, Inc., d/b/a Uprise Health  
2 Park Plaza, Suite 1000  
Irvine, CA 92614  
Attention: Compliance

**City of San Luis Employee Benefit Trust**

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**Integrated Behavioral Health, Inc., d/b/a Uprise Health.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Notice to:*  
Uprise Health  
2 Park Plaza, Suite 1200  
Irvine, CA 92614  
Attention: Legal Department