

March 6, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Personal Services Contract with Eleos Health for the Eleos CareOps automated provider documentation platform. Contract Value is \$322,400 for 3 years. Funding is through CareOregon. No County General Funds are involved.

Previous Board Action/Review	No previous Board action.		
Performance Clackamas	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes: Jane Vetto	Procurement Review	Yes
Contact Person	Sarah Jacobson	Contact Phone	503-742-5303

EXECUTIVE SUMMARY: The Health Center Division of Health Housing and Human Services requests the approval of this agreement to use the Eleos CareOps Automation Platform for Health Center Behavioral Health staff. The Platform will automate provider documentation, thus alleviating provider burnout and elevating quality of care. This pilot is funded by CareOregon to further support their Strategic Healthcare Investment for Transformation (SHIFT) initiative in transforming specialty behavioral health organizations across Oregon so that people with behavioral health needs are truly at the center of care delivery and care teams can thrive.

Staff are responsible for numerous compliance requirements from our funders, the State, and Federally. Documentation needs to include a variety of required elements. Clients have the benefit of being able to view their records and notes, which can include after-visit summaries, safety plans, and instructions. The ability of the Eleos CareOps Automation Platform to increase the timeliness and accuracy of notes will provide better clinical care and timely information to clients about important information from visits. Timely notes also improve care coordination and client safety so other providers can review relevant information needed for their treatment.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this agreement (12023) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
 Director of Health, Housing & Human Services

For Filing Use Only

**CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract # 0000001065**

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Health Housing and Human Services department and Eleos Health, Inc. (“Contractor”). This Addendum shall be attached to, and incorporated into, the Eleos Health Master Service Agreement (“Vendor Agreement”). As used below, "Contract" means this Addendum and the Vendor Agreement. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective upon signature of both parties . Unless earlier terminated or extended, this Contract shall expire on December 31 2027and shall terminate upon termination of the Vendor Agreement.
- B. Consideration.** County Shall Pay Contractor an amount not to exceed \$322,400 for accomplishing the Work required by this Contract. If this Contract is terminated prior to expiration of its term, Contractor shall refund County the pro rata amount of the annual fee previously paid for the year in which the Contract was terminated.
- C. County Contract Administrator.** The County Contract Administrator for this Contract is **Emily Ketola**.
- D. Invoices and Payments.** Invoices shall be submitted to: Emily Ketola

Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

- E. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- F. Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. Public Contracting Requirements.** Pursuant to applicable public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract
3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.


- H. Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- I. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor either Party breaches any material Contract provision or is declared insolvent, County either Party may terminate after thirty (30) days written notice with an opportunity to cure.
- J. Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract.
- K. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- L. Indemnification. Subject to the limitation of liability in the Vendor Agreement,** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- M. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.

- N. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor’s performance (“Records”) for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- O. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- P. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- Q. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

Eleos Health Inc.

Clackamas County

DocuSigned by:

 Authorized Signature _____ Date 2/18/2025

Authorized Signature _____ Date _____

Dror Zaide COO
 Name/Title (Printed) _____

Chair
 Name/Title (Printed) _____

Approved as to Form:

Approved by JV via email
 Clackamas County Counsel _____ Date _____

ELEOS HEALTH MASTER SERVICE AGREEMENT

This Agreement (the "Agreement") is entered into on Dec 13, 2024 (the "Effective Date"), by and between Eleos Health Inc., a company incorporated under the laws of the state of Delaware with offices located at 117 Kendrick St Suite 300, Needham, MA 02494 together with its affiliates (hereinafter "Eleos") and Clackamas County Health, Housing and Human Services having its principal place of business at 6605 SE Lake Rd. Milwaukie, OR 97222 (hereinafter "Customer") (each, a "Party" and collectively, the "Parties").

1. **License.** Subject to the terms and conditions of this Agreement, Eleos hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, subscription based and revocable license to: (a) remotely access (i.e., on a SaaS basis) the Eleos software (the "Program") and use it for internal purposes; and (b) download, install and use Eleos' mobile software application ("App") for internal installation purposes. Unless otherwise indicated, the term "Program" also includes the App and any relevant documentation (including *inter alia* the Clackamas County Qualified Service Organization Business Associate Agreement attached hereto as Exhibit A (the "QSOBAA") provided to Customer in connection with their operation ("Documentation"). Customer may only use the Program in accordance with the Documentation, subject to the use limitations indicated in Customer's proposal or order attached hereto as Exhibit B ("Proposal"), the BAA and applicable laws.

2. **Payment.** The provision of the Services are conditioned on Customer's payment in full of the applicable fees set forth in the Proposal. All fees and other amounts paid hereunder are non-refundable. Eleos shall send the first invoice to Customer within thirty (30) days following the Effective Date or another date agreed between the Parties. Any amount not paid when required to be paid hereunder shall accrue interest on the rate of one and a half percent (1.5%) per month. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties. Eleos has a minimum amount of 10 licenses per month.

3. **Customer Account.** The Program may only be used through a Customer account (the "Account"). Such Account may be accessed solely by Customer's employees or service providers who are explicitly authorized by Customer to use the Program in accordance with the Proposal (each, a "Permitted User"). Customer will ensure that the Permitted Users keep the Account login details secure at all times and comply with the terms of this Agreement; and will be fully liable and responsible for any breach of this Agreement by a Permitted User. Unauthorized access or use of the Account or the Program must be immediately reported to Eleos.

4. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Eleos, Customer must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Program (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require Eleos to disclose the source code of the Program to any third party; (iv) disclose the results of any testing, use or benchmarking of the Program to any third party (including but not limited to any recordings made via the Program); (v) disassemble, decompile, reverse engineer or attempt to discover the Program's source code or underlying algorithms; (vi) use the Program in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) remove or alter any trademarks or other proprietary notices related to the Program; (viii)

circumvent, disable or otherwise interfere with security-related features of the Program or features that enforce use limitations; (ix) export, make available or use the Program in any manner prohibited by applicable laws (including without limitation export control laws); (x) use the Program in a manner that violates any applicable law, including the Health Insurance Portability and Accountability Act ("HIPAA"), and/or (xi) knowingly transmit any malicious code (i.e., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with Eleos' Product.

Customer Data and Analytics Information. As Eleos operates the Services, Eleos may monitor and process data that Customer will upload to the Program and/or that may be collected as a result of Customer's use of the program, regarding the Customer and/or its patients (the "Customer Data"). As the exclusive owner of the Customer Data, Customer represents that to the extent the Customer Data includes any personally identifiable information or protected health information, as defined in HIPAA ("PHI"), Customer has received the required consents or permits and has acted in compliance with applicable privacy laws (including but not limited to HIPAA), as to allow Eleos to use the Customer Data solely in order to perform Eleos' Services. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Customer shall defend, hold harmless and indemnify Eleos (including, without limitation, its employees, officers, directors) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees, as a result of Customer's breach or failure to meet its above representation. Eleos may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, hold and/or manage the Customer Data through Eleos' authorized third party service providers as reasonable for business purposes. Notwithstanding the foregoing, any anonymous information, which is derived from the use of the Program (i.e., Metadata, aggregated and/or analytics information which is not personally identifiable information ("Analytics Information")) may be used by Eleos for any purpose, including for providing the Service, for development, and/or for statistical purposes. For the removal of doubt, Eleos will be the exclusive owners of the Analytics Information. Eleos may store Customer Data for the term Eleos views such data as required.

5. **Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

6. **Intellectual Property Rights.** Eleos is and shall remain the sole owner of (i) all right, title, and interest, including any intellectual property rights related to the Program and any and all improvements and derivative works, and (ii) any know-how, including methods, logic, techniques, processes, or technologies embodied or relating to the Program, including such that was created and/or developed during or prior to the provision of the Services (including in case of a trial or

evaluation of the Product by Customer), as well as any developments, improvements, continuations or derivations thereof. This Agreement does not convey to Customer any interest in or to the Program other than a limited right to use the Program in accordance with Section 1. Nothing herein constitutes a waiver of the Eleos' intellectual property rights under any law.

If prior to or during the Term, Eleos receives any feedback (e.g., questions, comments, suggestions or the like) regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Eleos and that such shall be considered Eleos' Confidential Information; and Customer hereby irrevocably and unconditionally transfers and assigns to Eleos without all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto.

7. **Third Party Components.** The Program may use or include third party software, files, libraries or components that are subject to third party open source license terms. A list of such components will be provided on demand and may be updated from time to time. Requests of open source code of applicable third party components may be forwarded to: info@eleos.health.

8. **Publicity.** The Customer shall cooperate with Eleos in good faith and agree to reasonable requests from Eleos to serve as a reference. The Customer shall consider in good faith participation in marketing and public relations activities. The Parties shall collaborate on publishing testimonials and/or case studies thereafter. Additionally, Eleos may use Customer's name, logo, and trademark in any of Eleos' advertisements (including, without limitation marketing and promotional materials), and Eleos' website, media releases, or other public disclosures or announcements for sales and marketing purposes provided Eleos has received written Customer consent prior to each use.

9. **Confidentiality.** Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

Notwithstanding anything to the contrary, Customer's obligations under this agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 et. seq., and any other applicable state or federal law. While Customer will make good faith efforts to perform under this agreement, Customer's disclosure of Confidential Information, in whole or in part, will not be a breach of the agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If Customer is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential

Information, Customer shall notify Eleos in writing within a reasonable period of time of the request. Eleos is exclusively responsible for defending Eleos' position concerning the confidentiality of the requested information. Customer is not required to assist Eleos in opposing disclosure of Confidential Information, nor is Customer required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.

10. **LIMITED WARRANTIES.** OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM, DOCUMENTATION, SERVICES AND ANY REPORTS GENERATED AS A RESULT OF THE SERVICES ("**REPORTS**") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ELEOS DOES NOT WARRANT THAT THE PROGRAM, THE SERVICES AND/OR THE REPORTS WILL MEET CUSTOMER'S REQUIREMENTS AND DOES NOT WARRANT THAT THE PROGRAM, SERVICES AND/OR THE REPORTS WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. ELEOS EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

11. **LIMITATION OF LIABILITY.** ELEOS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA LOSS, OR DATA USE.

EXCEPT FOR CLAIMS ARISING FROM (1) A PARTY'S GROSS NEGLIGENCE, (2) WILLFUL MISCONDUCT, (3) A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 10, OR (4) ELEOS' VIOLATION OF ITS OBLIGATIONS UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND ITS REGULATIONS ("HIPAA"), AND FEDERAL STATUTES AND RULES REGARDING CONFIDENTIALITY OF SUBSTANCE USE DISORDER PATIENT RECORDS, 42 CFR PART 2, EACH OF THE PARTIES' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNT OF TWO HUNDRED THOUSAND UNITED STATES DOLLARS (\$200,000) OR THE TOTAL AMOUNTS ACTUALLY PAID TO ELEOS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, WHICHEVER IS GREATER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ELEOS' VIOLATION OF ITS OBLIGATIONS UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND ITS REGULATIONS ("HIPAA"), AND FEDERAL STATUTES AND RULES REGARDING CONFIDENTIALITY OF SUBSTANCE USE DISORDER PATIENT RECORDS, 42 CFR PART 2, SHALL IN NO EVENT EXCEED THE AGGREGATED AMOUNT OF ONE MILLION UNITED STATES DOLLARS (\$1,000,000).

12. **Indemnification.** Eleos acknowledges and agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Program, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Eleos will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, provided that (i) the Customer promptly notifies Eleos in writing of such claim; and (ii) the Customer grants Eleos the authority to solely handle the defense or settlement of any such claim and provides Eleos with all reasonable information and assistance, at Eleos' expense. Eleos will not be bound by any settlement that the Customer enters into without Eleos' prior written consent

If the Program becomes, or in Eleos' opinion is likely to become, the subject of an IP Infringement Claim, then Eleos may, at its sole discretion: (a) procure for the Customer the right to continue using the Program; (b) replace or modify the Program to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Eleos' reasonable efforts, then the Eleos may terminate this Agreement and in such event accept return of the affected Program and provide a pro-rata refund for any amount pre-paid by Customer for such returned Program for the remaining unused period of the license. Notwithstanding the foregoing, Eleos shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Program made by a party other than Eleos or its designee; (ii) the Customer's failure to implement software updates provided by Eleos specifically to avoid infringement; or (iii) combination or use of the Program with equipment, devices or software not supplied or authorized by Eleos or not in accordance with the Documentation.

This Section states Eleos' entire liability, and Customer's exclusive remedy, for claims of alleged or actual infringement.

13. **Term and Termination.** This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the period specified in the Proposal (the "Term"). Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof. Upon termination or expiration of this Agreement: (i) Program (including the Local Software) license granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately delete the App and delete and dispose of all copies of the Documentation; (iii) within 30 days from the termination date, Eleos shall permanently delete all Customer Data, without affecting any of the Eleos' rights to the Analytics Information; and (iv) any sums paid by Customer until the date of termination are non-refundable, and Customer shall not be relieved of its duty to discharge in full all due sums owed by Customer to Eleos under this Agreement up to the date of termination. The provisions of this

Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive. The termination of this Agreement shall not limit Eleos or the Customer from pursuing any other remedies available to it under applicable law.

14. **Miscellaneous.** This Agreement - including any BAA, Proposals, Clackamas County Government Addendum and any exhibits attached or referred herein - represents the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Program by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided that Eleos may assign this Agreement to the successor of all or substantially all of such Party's assets or business (including a merger or acquisition). This Agreement shall be governed by and construed under the laws of the State of Oregon, without reference to principles and laws relating to the conflict of laws. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Eleos will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Eleos. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date

Clackamas County

Name _____

Title _____

Signature _____

Date _____

Eleos Health Inc

Name Dror Zaide _____

Title COO _____

Signature  _____
DocuSigned by:
353EB8F80FE94BC...

Date 2/18/2025 _____

Counsel/Forms/Template – Qualified Service Organization BAA – Revised 12/10/18

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into by and between **Clackamas County, on behalf of its Department of Health, Housing and Human Services, Health Centers Division** (“Covered Entity”) and **Eleos Health Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:

1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;

1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and

1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.

1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.

1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR

§2.11.

1.5 “Effective Date” shall be the Effective Date of this Agreement.

1.6 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR

§160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.

1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.

- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual; and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 [Intentionally left blank]
- 1.15 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.16 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.17 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.18 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.19 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.20 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or

referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;

- 2.6 To provide access, at the request of the Covered Entity, and in a reasonable time and manner sufficient to satisfy Covered Entity's timely action deadlines under 45 CFR §164.524, to PHI in a Designated Record Set, to the Covered Entity or, as reasonably directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner sufficient to satisfy Covered Entity's timely action deadlines under 45 CFR §164.526; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, as required by the HIPAA Rules, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To employ reasonable efforts to resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agree to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;

- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- 2.17 To not use or disclose PHI related to reproductive health care in accordance with the prohibitions set forth in 45 CFR 164.502 and 45 CFR 164.509, and to obtain an attestation before disclosing PHI potentially related to reproductive health care in accordance with 45 CFR 164.509.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate 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 purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as

permitted under the Confidentiality Rule.

- c. **De-identify PHI.** Solely to the extent permitted by the HIPAA Rules or the Confidentiality Rule, Business Associate may de-identify PHI following the de-identification procedures set forth in the HIPAA Rules including, but not limited to 45 CFR 164.514.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide in writing the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR

§164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

5.3. Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within a reasonable period of time which shall in no case be less than thirty (30) business days, or immediately terminate this Agreement if the Business Associate determines that cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, and subject to the limitation of liability in the Agreement, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach. Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting

the privacy of personal information about Individuals.

7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.

7.4 **Indemnification by Business Associate.** Subject to the limitation of liability in the Agreement, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party for all liability to third parties arising from or in connection with Business Associate's breach of Section II and III of this Agreement. Accordingly, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.

7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Eleos Health Inc.

Covered Entity
Clackamas County

By: Dror Zaide
Authority _____

353EB8F80FE94BC...

By: _____ Signature
Chair

Title: COO

Date: 2/18/2025

Date: _____



Eleos Health Inc
PO Box 650190
West Newton, MA, 02465
www.eleos.health

Prepared for Clackamas County Health, Housing and Human Services
Prepared by Shea McGinnity
Pricing & Promotion Expires on Dec 13, 2024

SHIP TO

BILL TO

Customer: Clackamas County Health, Housing and Human Services
6605 SE Lake Rd. Milwaukie, OR 97222
United States

Customer Primary Contact: Emily Ketola
Customer Primary Email: EKetola@clackamas.us
Customer Primary Phone: 971-930-2051

Customer Accounts Payable Contact: Emily Ketola
Customer Accounts Payable Email: EKetola@clackamas.us
Customer Accounts Payable Phone: 971-930-2051

Table with 5 columns: Item, Product, Description, Term, Total. Rows include Implementation (\$20,000), Year 1 (\$100,800), Year 2 (\$100,800), Year 3 (\$100,800), and a Total row (\$322,400).

ORDER AGREEMENT TERMS AND CONDITIONS

General: This Order Agreement is entered into as of the last date in the signature block below ("Effective Date") between Eleos Health Inc. ("Eleos") and Clackamas County Health, Housing and Human Services ("Customer").

Order Information & Fees: All prices are quoted in US Dollars

Billing Frequency & Payment Terms: Annual in advance of Start Date with Net 30 Payment Terms.

Renewal Pricing: Upon agreement renewal of equal or greater license, product unit price on this Order Agreement shall increase by 3%

Taxes: Customer agrees to pay all relevant and necessary taxes related to this Order Agreement

M&A Activity: In the situation where Clackamas County Health, Housing and Human Services acquires or merges with another organization(s), Eleos and Clackamas County Health, Housing and Human Services will come together to negotiate any material changes to the contract...

Embedded Audio Product: Upon Eleos' Embedded Audio product technical readiness, Customer will receive full access, workflow alignment, and training for Embedded Audio for telehealth for the users covered in this order agreement at no additional cost.

It is acknowledged that Customer's lack of cooperation and/or lack of time resources may lead to delays in setup. Such delays and/or any other delays attributable to Customer, shall have no effect on the above Payment Schedule...

ACCEPTED AND AGREED TO BY:

Clackamas County

Title Chair
Signature
Date

Eleos Health, Inc.

Name Dror Zaide
Title COO
Signature [DocuSigned by: Dror Zaide]
Date 2/18/2025

Exhibit B continued - Proposal

ELEOS HEALTH STATEMENT OF WORK

This Statement of Work (“SOW”) is incorporated as an Exhibit to the Software and Master Services Agreement between Eleos Health Inc. (“Eleos”) and Clackamas County Health, Housing and Human Services (“Customer”) and is subject to and governed by the terms and conditions defined therein. In the event that the terms and conditions contained in this SOW are different than, or conflict with, the terms and conditions contained in the Agreement, the terms and conditions contained in the SOW shall govern.

The information contained in this Statement of Work shall not be disclosed by Customer and Eleos to any third party and shall not be duplicated, used or disclosed in whole or part for any purpose other than for the purpose of completing the deliverables contemplated by this SOW.

Item	Product	Approx. Start	Approx. End	Invoice Date	Invoice Amount
Implementation	Scribe/Replay	Q1 2025	Q2 2025	Upon Contract Execution	\$20,000
Year 1	Scribe/Replay	Q2 2025	Q2 2026	Upon Technical Readiness in the Customer's Production Environment	\$100,800
Year 2	Scribe/Replay	Q2 2026	Q2 2027	Anniversary of Technical Readiness	\$100,800
Year 3	Scribe/Replay	Q2 2027	Q2 2028	Anniversary of Technical Readiness	\$100,800
GRAND TOTAL:					\$322,400

Project Summary:

Eleos will deploy the Application(s) for Customer as listed in the Order Agreement which are within the scope of Project. Eleos will utilize Application’s standard user extensibility features to configure Application for Customer’s use. Eleos and Customer will mutually define the required configurations defined below.

Customer Profile:

Title (Items in Bold are Required)	Customer Response
EHR	Epic OCHIN
Telehealth System	Epic OCHIN Zoom
Single Sign-On (SSO) Identity Provider	Microsoft Azure
Types of Sessions Covered (In Person, Phone, Telehealth, etc.)	In Person (*Telehealth available upon technical readiness of Embedded Audio)
Number and Type of Note Templates	3

Project Deliverables:

- Project is based on current Eleos functionality and not future product availability.
- Configuration is for a stand-alone Eleos solution
- Customer has all required resources assigned for the full duration of the project as outlined in the SOW.

Title	Description
Project Charter Plan	Project charter review with the customer that includes: goals, pain points, how we define success, timeline, resources, governance model and teams.
Implementation Plan	Written implementation plan that includes: <ul style="list-style-type: none"> ● Milestones, key dates and dependencies per deliverable ● Resource allocation per milestone
Training Plan	Written training schedule that includes: <ul style="list-style-type: none"> ● Assumed dates for training across the multiple sites ● On-site/virtual training visit ● Number of users trained per visit/session
Mutual Marketing Plan	Together, we will define goals for Marketing that make sense for your organization. Marketing activities include: <ul style="list-style-type: none"> ● Resources for promoting Eleos Health within your organization (e.g. videos) ● Case studies and blog posts ● Presentations at conferences, events and webinars ● Media interviews and op-eds

Sample Timeline:

Task	Relative Week	Responsibility
SOW Signed + Approved	0	Customer
Users + Access to EHR	0 - 1	Customer
Partnership Kickoff, IT + Clinical Discovery	1 - 2	Eleos / Customer
Configure + Test	2 - 3	Eleos
Workflow Alignment	3 - 4	Eleos / Customer
Technical Readiness Testing	5 - 6	Eleos / Customer
Training + Go Live Prep	6 - 7	Eleos / Customer
Go Live	8 - 9	Eleos / Customer
Monitoring + Executive Reviews	10+	Eleos / Customer

Customer’s Roles and Responsibilities:

Customer Resource	Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> ● Provide thought leadership, overall project guidance, and acts as escalation point of contact ● Define and maintain the objectives that will guide use and success of the Eleos Application
Project Manager	<ul style="list-style-type: none"> ● Act as a single point of contact for Eleos’s engagement activities during project duration ● Responsible for identifying stakeholders and collaborating on scheduling stakeholder activities ● Responsible for Eleos requests, scheduling, key decisions, communications, acceptance, or issues ● Coordinate Customer's resources' schedules, tasks, and stakeholder availability for meetings ● Coordinate on-site, web, or conference call meetings during project
Clinical Support/Super Users	<ul style="list-style-type: none"> ● Act as clinical expert & primary resource for discovery interviews during implementation ● Act as a super user and trainer once rollout is complete ● Add Eleos training materials to the Customer Learning Management System ● Amend consent formats to align with law requirements
IT/Technology Lead	<ul style="list-style-type: none"> ● Review IT Configuration Guide for the application environment ● Provide test user accounts to access EHR systems and create test cases ● Provide security requirements ● Add eleos.health and eleoshealth.ai to your internal Safe Sender email list ● Amend electronic consent formats to align with law requirements

ACCEPTED AND AGREED TO BY:

Clackamas County

Name _____

Title Chair _____

Signature _____

Date _____

Eleos Health, Inc.

Name Dror Zaide _____

Title COO _____

Signature  _____

Date 2/18/2025 _____