

**Fill in this information to identify the case:**

Debtor Borrego Community Health Foundation

United States Bankruptcy Court for the: Southern District of California  
(State)

Case number 22-02384

Official Form 410  
**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>CLOUDMED SOLUTIONS LLC -previously Par8o, Inc</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>par8o, Inc</u>	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	See summary page	Cloudmed Solutions, LLC PO BOX 208272 Dallas, Texas 75320, United States
	Contact phone <u>4699916225</u>	Contact phone <u>+464699916220</u>
	Contact email <u>melissa.storey@cloudmed.com</u>	Contact email <u>See summary page</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1637 \_\_\_\_

7. How much is the claim? \$ 40,943.19. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
340B claims July and August 2022

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/15/2022  
MM / DD / YYYY

/s/Melissa Storey  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Melissa Storey  
First name Middle name Last name

Title AR Manager

Company Cloudmed Solutions, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0670 | International (310) 751-2670

<b>Debtor:</b> 22-02384 - Borrego Community Health Foundation		
<b>District:</b> Southern District of California, San Diego Division		
<b>Creditor:</b> CLOUDMED SOLUTIONS LLC -previously Par8o, Inc 1100 Peachtree Street Suite 1550  Atlanta, GA, 30309 United States <b>Phone:</b> 4699916225 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> melissa.storey@cloudmed.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Disbursement/Notice Parties:</b> Cloudmed Solutions, LLC PO BOX 208272  Dallas, Texas, 75320 United States <b>Phone:</b> +464699916220 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> accounts.receivable@cloudmed.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b> par8o, Inc	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> 340B claims July and August 2022	<b>Last 4 Digits:</b> Yes - 1637	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 40,943.19	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Melissa Storey on 15-Nov-2022 11:26:13 a.m. Eastern Time <b>Title:</b> AR Manager <b>Company:</b> Cloudmed Solutions, LLC		



### Agreement

CE Licensee Name: Borrego Community Health Foundation	CE Principal Contact: Daniel Camp, 340B Program Manager
CE Licensee HRSA ID: CH099010	CE Principal Contact Phone: 619-873-3542 Ext. 5342
CE Licensee Address: 587 Palm Canyon Drive, Suite 208 Borrego Springs, CA 92004	CE Principal Contact E-Mail: dcamp@borregohealth.org
CE Licensee Billing Name/Address (If different from above):	
<p><b>This agreement is to license "par8o 340B Software" which is (i) the par8o proprietary software (and accompanying Documentation, if any) developed by par8o to facilitate the identification and documentation of 340B eligible prescriptions from referred or consulting health care providers; and (ii) any Updates.</b></p>	
<p><b>Services Fees:</b> 22% net savings from 340B prescriptions, as defined in Section 10.1 herein</p>	<p><b>Initial Service Term:</b> 2 years, per Section 14.1 herein</p>
<p><b>Implementation Services:</b> Company will use commercially reasonable efforts to provide Customer the services described in Exhibit A (Statement of Work), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p><b>Implementation Fee (one-time):</b> \$10</p>	

**PAR80, INC.**

Name: Jan Tagliaferro  
 Title: National Business Development Director  
 Signed: 12/23/19

**CE LICENSEE**

Name: Marie Connelly  
 Title: CDO  
 Signed: [Signature]



## Agreement

### LICENSE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT (the "AGREEMENT") CAREFULLY. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) ("LICENSEE" OR "YOU") AND PAR8O, INC., HAVING A BUSINESS ADDRESS AT 170 MILK ST, 2ND FLOOR, BOSTON, MA 02109 ("par8o"). YOU MUST REVIEW AND EITHER ACCEPT OR REJECT THE TERMS OF THIS AGREEMENT BEFORE ACCESSING OR USING THE PAR8O 340B SOFTWARE. BY SIGNING THE ORDER FORM, ACCESSING OR OTHERWISE USING THE PAR8O 340B SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED ACCESS TO THE PAR8O 340B SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE PAR8O 340B SOFTWARE.

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1. **Definitions.** In this Agreement, the following capitalized terms have the meanings indicated:
  - 1.1 **"Consult Notes"** means clinical notes and other medical documentation from a referred or consulting health care provider referencing the 340B-qualifying prescription.
  - 1.2 **"Documentation"** means the online help text provided in connection with the par8o 340B Software.
  - 1.3 **"Verified Referral Data"** means a data file delivered by par8o containing patient demographic and prescription information to be used by Licensee (or third party administrator or contract pharmacy) to qualify referral prescriptions for 340b eligibility.
  - 1.4 **"Data Feeds"** mean feeds from Licensee and/or Licensee's third party administrators that contain data related to 340B eligible patients that have been referred to health care providers outside of the Licensee's 340B eligible sites, and the resulting prescriptions initially dispensed and refilled at Licensee's pharmacy or contracted pharmacy following such referrals See Exhibit A (Statement of Work).
  - 1.5 **"340B Qualified Prescriptions Report"** means the report that includes data on all prescriptions that qualified for 340B discount at Licensee's pharmacy(ies), including those identified by par8o, based upon collection of information from referral provider documentation (e.g. consult notes). Report will include all necessary data fields, to calculate Licensee additional savings, as described in Addendum.
2. **"End User(s)"** means the individual Licensee employees authorized by Licensee to use the par8o 340B Software in connection with their relationship with Licensee.
3. **"Error"** means a material failure of the par8o 340B Software to function in accordance with its Documentation.
4. **"Intellectual Property Rights"** or **"IP"** means unpatented inventions, ideas, methods, processes, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how, trade secret rights, and all other forms of protection of a similar nature anywhere in the world.
  - 4.1 **"Order Form(s)"** means the order summary provided by par8o and accepted by Licensee, evidencing Licensee's purchase of a license to use the par8o 340B Software, plus any subsequent Order Forms agreed to by the parties, in each case specifying, among other things, the applicable fees, and the term of the agreement (to the extent it differs from the Term set forth herein). Each Order Form is incorporated into, and therefore is a part of, this Agreement.
  - 4.2 **"par8o 340B Software"** means (i) the par8o proprietary software (and accompanying Documentation, if any) developed by par8o to facilitate the identification and documentation of 340B eligible prescriptions from referred or consulting health care providers, ; and (ii) any Updates.
  - 4.3 **"Services"** means Support Services par8o may provide to Licensee or End Users. The Services provided by par8o hereunder expressly exclude integration and configuration, unless expressly set forth in an Order Form.
  - 4.4 **"Support Services"** means any support services provided to Licensee by par8o, as provided in Section 9 (Support Services).
  - 4.5 **"Update"** means a bug fix, patch, or other revision to or modification of par8o 340B Software that par8o provides to Licensee



## Agreement

**5. Ownership.** The par80 340B Software is licensed, not sold. The Licensee acknowledges that the par80 340B Software and all Intellectual Property Rights embodied in the par80 340B Software are and will remain the property of par80 and its licensors. Licensee will have no right, title or interest in or to the par80 340B Software except those rights expressly granted to Licensee by par80 pursuant to this Agreement. There shall be no licenses or rights implied under this Agreement, based on any course of conduct, or other construction or interpretation thereof. All rights and licenses not expressly granted are reserved by par80

### **6. Obligations of the Parties**

#### **6.1 Obligations of Licensee**

6.1.1 Licensee shall provide (or cause its third party administrator(s) and/or 340B contract pharmacies to provide) all necessary data feeds and files as described in Exhibit A (Statement of Work). Licensee shall have sole responsibility for identifying which of its patients are eligible for the 340B program in compliance with all applicable laws, regulations, rules and guidance, including those set forth by the Health Resources and Services Administration of the U.S. Department of Health and Human Services ("HRSA").

6.1.2 Licensee shall provide a par80 with 340B Qualified Prescription Report, upon par80 request for audit.

#### **6.2 Obligations of par80**

6.2.1 par80 will complete all necessary activities for both implementation and ongoing licensing as described in Exhibit A (Statement of Work). While par80 facilitates the generation of auditable records that assist in the matching of prescriptions issued by Prescribers and dispensed to Licensee's 340B eligible patients, neither par80 nor the par80 340B Software makes the determination as to whether the dispensed prescription qualifies for or otherwise satisfies all the requirements for 340B drug discount pricing.

6.2.2 par80 will provide ongoing access to 340B Software Administrator tool, which allows Licensee to identify which Consult Notes have been obtained from the Prescriber. On a [nightly/weekly/monthly, as determined by third party administrator agreements] basis, par80 will provide a **Verified Referral Data** to Licensee subject to Licensee's compliance with Section 7.1.

6.2.3 par80 will invoice Licensee based on the Licensee's savings for prescriptions dispensed to Licensee's 340B eligible patients that have matched by par80 340B Software to Consult Notes, as provided in Section 7.

### **7. Grant of Rights and Restrictions.**

**7.1 Grant of Rights.** Subject to the terms and conditions of this Agreement and during the Term, par80 grants to Licensee a non-exclusive, non-sublicensable and non-transferable license, under par80's Intellectual Property Rights, to install, access, execute, display, perform, and otherwise use the par80 340B Software in object code format for the purpose of matching prescriptions to Licensee's 340B eligible patients and generating auditable records related thereto. Licensee's End Users shall be entitled to access and use of the par80 340B Software solely in connection with their relationship with Licensee, provided that all such End Users are in compliance with the terms of this Agreement. Licensee acknowledges and agrees that it shall be responsible for all such End Users' use of the par80 340B Software.

**7.2 Restrictions.** Licensee will not, nor will it permit others to: (i) modify, disable, circumvent, deactivate or otherwise interfere with features of the par80 340B Software; (ii) decompile, disassemble, reverse-engineer or otherwise attempt to derive the source code of the par80 340B Software, except to the limited extent, if any, these activities may be permitted by law despite this restriction; (iii) modify or create derivative works of the par80 340B Software; (iv) use the par80 340B Software for a purpose or in a manner not permitted by the terms of this Agreement; or (v) sell, rent, lease, sublicense or redistribute par80 340B Software.

**7.3 Feedback.** If Licensee or Licensee's End Users provide suggestions, ideas, feedback, recommendations or other information relating to the par80 340B Software ("**Feedback**"), par80 shall be free to employ and use such Feedback in its business for all purposes without obligation to Licensee (or, where applicable, to an End User), including without payment obligation.

**8. Protection of and Access to Protected Health Information.** Par80 agrees to protect the privacy, security and confidentiality of all Protected Health Information as defined in 45 C.F.R. § 160.103 consistent with all requirements of



## Agreement

federal, state and local laws, regulations, rules and guidance, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and Section 1104 of the Patient Protection and Affordable Care Act of 2010 (PPACA). par8o agrees to abide by the HIPAA Business Associate Addendum available at [<https://par8o.box.com/s/9phinx3dkb2uvgisoes8oooh60nhg7qb>], the terms of which are incorporated herein by reference. par8o shall cooperate with and abide by any and all privacy, security and confidentiality requirements mandated by HIPAA, HITECH, and Section 1104 of PPACA or any other applicable law, and will not use any Protected Health Information or other data provided by Licensee to par8o (collectively, "**Licensee Data**") for any purpose other than providing the par8o 340B Software and Verified Referral Data. Licensee shall be entitled to request return of its Licensee Data at any time during the Term of this Agreement and for ninety (90) days after termination (the "**Transition Period**") by submitting a written request to par8o. Depending on the volume of the Licensee Data, par8o will either post a link allowing Licensee to download the Licensee Data or work with Licensee to deliver the data on other digital media or by an automated data feed in a format mutually agreed upon by the parties

**9. Support Services.** Par8o shall provide Licensee with commercially reasonable Support Services as set out below. Par8o reserves the right to decline support where the Documentation reasonably answers user inquiries.

**9.1 Error Reports.** During Business Hours, par8o will respond as described below to Error reports submitted by Licensee via email at support@par8o.com (or to such other e-mail address or phone number as par8o may designate). When reporting an Error, Licensee will describe the Error in reasonable detail, indicate the severity of the Error (e.g., the par8o 340B Software is unusable by all users, the par8o 340B Software is usable but critical features are inoperative, the par8o 340B Software is usable with a work-around for critical features, or non-critical features are inoperative), and specify any error message(s) observed. par8o will use commercially reasonable efforts to respond to Licensee's Error reports.

**9.2 Error Correction.** par8o will use commercially reasonable efforts to correct, within a commercially reasonable period of time, any substantiated Error in the unaltered par8o 340B Software reported by Licensee as specified above. par8o will determine the form of any Error correction, which may include, by way of example and not limitation, an individual patch, a work around, a maintenance release provided in the normal course of par8o's maintenance release schedule, or a correction to erroneous documentation

**10. Fees and Payment.**

**10.1 Services Fee; Implementation Fee; Invoicing; Payment.** In consideration for the license granted herein and par8o's provision of Verified Referral Data, Licensee shall pay to par8o a monthly service fee equal to the percentage of Licensee's net savings listed on p. 1 (the "**Service Fee**") calculated based on a percentage of payment, paid by the contract pharmacy to the Licensee for par8o collected prescriptions. Payment is defined as third-party remit amount, plus any patient co-pay amount or cash received by the pharmacy less 340B cost and dispense fees. In the event Licensee is not able to either share monthly savings or cause pharmacy to share savings, par8o Service Fees will be determined by price calculation using the average wholesale price (AWP). In addition, par8o charges an initial implementation fee (the "**Implementation fee**") upon contract signing to cover setup costs.

Once implemented, par8o shall be entitled to charge a late fee of 1.5% of monthly **Service Fee** or the maximum rate allowable by law, whichever is greater, on any balance remaining unpaid for more than thirty (30) days. Prices are exclusive of all applicable taxes. Licensee agrees to pay all taxes (including but not limited to sales, use, excise, and value-added taxes), tariffs, duties, customs fees or similar charges imposed or levied on the par8o 340B Software and Services it acquires pursuant to this Agreement, with the exception of taxes on par8o's net income and employment-related taxes incurred by personnel employed by par8o.

**10.2 Suspension for Nonpayment/Failure to Provide 340B Qualified Prescriptions Report.** The Licensee acknowledges that (i) the non-payment of any Service Fees due and owing, or (ii) the failure to timely deliver a 340B Qualified Prescriptions Report will, at par8o's discretion, result in the suspension of par8o's delivery of Verified Referral Data to Licensee. However, if the Licensee (a) remedies any non-payment by making a payment in full of all fees due and owing in the case of delinquent Services Fees, or (b) resumes timely delivery of 340B Qualified Prescriptions Reports, then par8o, absent termination, will reinstate delivery of Verified Referral Data.

**11. Representations and Warranties.** Each Party represents and warrants that (i) it has all necessary power, right, licenses, and authority to enter into this Agreement; (ii) this Agreement and each Party's performance hereunder does not and will not violate the terms of any agreement between the Party and any third Party now existing or hereafter entered





## Agreement

into; and (iii) it is and shall remain during the Term in full compliance in all respects with all applicable federal, state and local laws, rules and regulations.

par80 represents and warrants that Support Services performed by par80 shall be performed in a professional manner, consistent with industry standards and in a diligent and workmanlike manner.

Licensee represents and warrants that (i) it has not falsely identified itself nor provided any false information to gain access to the par80 340B Software and that its billing information is correct, (ii) it has requisite rights to any Licensee Data it uploads to the par80 340B Software; and (iii) the Licensee Data it submits to the par80 340B Software will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information. Licensee also represents and warrants that it shall have sole responsibility for the submission of any initial or modified 340B claims data or other reporting to federal, state, and local government agencies as required by law, including any such data that must be resubmitted to the government as a result of the information produced in the 340B Qualified Prescriptions Report.

**11.1 Excluded Provider.** par80 represents and warrants that neither it, nor any of its employees or other contracted staff or subcontractors (collectively, "Employees") has been or is about to be excluded from participation in any Federal or State Health Care Program (as defined herein). par80 agrees to notify Licensee of intent to exclude or actual notice of exclusion from any such program. The listing of par80 or any of its Employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that par80 or any of its Employees is excluded from any Federal or State Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to Licensee, unless Licensee elects in writing to continue this Agreement. The term "Federal or State Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar government health care program.

**12. Warranty Disclaimer.** PAR80 AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PAR80 340B SOFTWARE, DATA FEED, LICENSEE DATA, CONSULT NOTES OR Verified Referral Data. PAR80 AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PAR80 340B SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE PAR80 340B SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS, OR (C) THE PAR80 340B SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PAR80 340B SOFTWARE IS PROVIDED TO LICENSEE STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PAR80 AND ITS LICENSORS.

**12.1 NO MEDICAL OR LEGAL ADVICE.** PAR80 IS NOT A HEALTH CARE PROVIDER, AND NEITHER PAR80 NOR THE PAR80 340B SOFTWARE PROVIDES MEDICAL ADVICE. PAR80 IS NOT AN ATTORNEY OR COMPLIANCE AUDITOR, AND NEITHER PAR80 NOR THE PAR80 340B SOFTWARE PROVIDES LEGAL, ACTUARIAL OR OTHER COMPLIANCE ADVICE. THE PAR80 340B SOFTWARE IS PROVIDED FOR ASSISTANCE IN GENERATING AUDITABLE RECORDS FOR 340B COMPLIANCE PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR MEDICAL, LEGAL, ACTUARIAL OR OTHER PROFESSIONAL ADVICE.

### **13. Exclusion of Damages and Limitation of Liability.**

**13.1 Exclusion of Damages.** NEITHER PARTY, NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, OR LICENSORS, WILL HAVE ANY LIABILITY TO THE OTHER (OR, IN THE CASE OF PAR80, TO ANY END USERS) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PAR80 340B SOFTWARE, OR THE SERVICES, EVEN IF PAR80 OR LICENSEE HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

**13.2 Limitation of Liability.** EXCEPT WITH RESPECT TO BREACHES OF SECTION 7 (GRANT OF RIGHTS AND RESTRICTIONS), SECTION 15 (CONFIDENTIAL INFORMATION), OR THE PAR80 BAA, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM LICENSEE DURING



## Agreement

THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS ALLEGEDLY GIVING RISE TO A CLAIM. NOTHING WITHIN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER, DELEGATION OR ASSIGNMENT TO PAR80 OF LICENSEE'S OBLIGATIONS TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS, RULES AND GUIDANCE GOVERNING THE 340B DRUG REBATE DISCOUNT PROGRAM, AND PAR80 EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM LICENSEE'S FAILURE TO COMPLY WITH ALL 340B PROGRAM REQUIREMENTS, UNLESS AS A DIRECT RESULT OF PAR80'S INTENTIONAL OR RECKLESS ACTS OR OMISSIONS

### 14. Term and Termination.

**14.1 Term.** Licensee's rights to use the par80 340B Software and receive Services as provided in this Agreement will commence on the Effective Date and continue for 2 years unless otherwise terminated in accordance with the terms of this Agreement (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") unless either Party provides notice of its intent not to renew at least ninety (90) days before the end of the then-current term (the Initial Term together with any Renewal Term, the "Term").

**14.2 Termination.** This Agreement may be terminated in its entirety as follows: (i) either Party may terminate this Agreement due to a material breach of the other Party's obligations, in which event the termination will be effective sixty (60) days after written notice to the other Party, unless the other Party substantially cures the breach within the thirty (30) day period; (ii) within the first (1) months following contract signing, either Party may terminate this Agreement for convenience at any time on sixty (60) days prior written notice, thereafter there shall be no right to terminate for convenience; (iii) par80 shall be entitled to terminate this Agreement effective immediately upon written notice to Licensee if Licensee breaches any of its obligations under Section 7.2 (Restrictions); and (iii) either Party may terminate this Agreement effective immediately upon written notice to the other if a proceeding is commenced by or against the other Party for relief under bankruptcy or insolvency laws or all or a substantial portion of the other Party's assets are transferred to a receiver or to an assignee for the benefit of creditors.

**14.3 Effect of Termination.** Upon termination of this Agreement, (i) Licensee and all End Users will immediately discontinue use of the par80 340B Software; and (ii) par80 will have no further obligation to provide Services to Licensee or its End Users

### 15. Confidential Information.

**15.1** Each Party will (i) use commercially reasonable efforts to maintain the confidentiality of the other's Confidential Information; and (ii) disclose the other's Confidential Information only to its employees, contractors and agents who have a need to know it for purposes contemplated by this Agreement and who are legally bound to protect it by restrictions at least as strict as those set forth in this section. Notwithstanding the foregoing, either Party may disclose Confidential Information if served with a judicial or other governmental order seeking its production, in which event the Party served with the order will use reasonable efforts to notify the other Party of the existence of the order prior to production of any Confidential Information and cooperate with the other Party in its efforts to obtain a protective order.

**15.2 "Confidential Information"** means non-public information concerning a Party's software (including the par80 340B Software), systems, products, services, research and development; customers and prospective customers; business plans and finances, and similar information of a Party (a) that is marked confidential, restricted or proprietary by the disclosing Party (or by any other person to whom such disclosing Party has an obligation of confidence); or (b) is disclosed under circumstances where the receiving Party either knew or should have known that the information should be treated as confidential. Notwithstanding the foregoing, Confidential Information does not include any information that was publicly available before it was disclosed to the recipient; becomes publicly available other than through a breach of this Agreement; is or has been disclosed to the recipient free of any obligation to keep it confidential; or is developed independently by the recipient.

### 16. General Provisions.

**16.1 Compliance with Applicable Laws.** The Parties shall comply with and intend that this Agreement comply with all applicable federal, state and local laws, statutes, regulations, rules, orders and ordinances now in effect or hereinafter enacted, amended or promulgated, including, without limitation the provisions of Section 1128B(b) of the Social Security Act, 42 U.S.C. §1320-7b(b), also known as the Anti-Kickback Act, 31 U.S.C. §§ 3729-3733, also known as the False Claims Act, and Section 1877 of the Social Security Act, 42 U.S.C. 1395nn, also known as the physician self-referral law and commonly referred to as the Stark Law. Licensee shall not use the par80 340B Software, or allow any individual to whom Licensee provides access to the par80 340B Software to use the par80 340B Software, in any manner that would violate those laws.



## Agreement

**16.2 Force Majeure.** Except in relation to payment obligations, a Party affected by a Force Majeure Event will be released without liability from the performance of its obligations under this Agreement, but only to the extent and for the period that its performance is prevented by the Force Majeure Event. “**Force Majeure Event**” means an event or circumstance beyond the reasonable control of a Party that prevents that Party from performing its obligations under this Agreement or which makes it commercially impracticable to do so, including, but not limited to, strikes, lockouts, and other labor disturbances; equipment failure; power or communication line failures; failure of third Party service providers or suppliers to perform; policies or restrictions of governments (including restrictions on export, import or other licenses); severe weather conditions or natural disasters; or vandalism, civil disturbances, war, or terrorist acts.

**16.3 Waiver.** No delay or omission by either Party to exercise any right or power arising upon the other Party’s nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving Party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

**16.4 Successors and Assigns.** Licensee shall not, without the prior written consent of par8o (which consent may be withheld by par8o in its sole discretion) assign or transfer this Agreement, in whole or in part. Any attempted assignment in contravention of this shall be void. Each Party’s rights and obligations under this Agreement will bind and inure to the benefit of its successors and permitted assigns.

**16.5 Notices** Any notice or other communication required or desired to be given in connection with this Agreement will be in writing and will be sent by post, express courier or facsimile. Notices sent to Licensee should be directed to the address indicated in the Order Form. Notices sent to par8o should be directed to the following address:

par8o, Inc  
170 Milk St, 2nd floor  
Boston, MA 02109  
Attention: Daniel Palestrant, MD

Either Party may change its address for notices under this Agreement by giving the other Party notice of that change.

**16.6 Publicity.** par8o may identify Licensee as a client, and may issue a press release in connection with the transaction contemplated by this subscription. Within thirty (30) days of Effective Date, and par8o shall have the right to identify Licensee as one of its customers on par8o’s website and customer lists.

**16.7 Governing Law and Language.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. The Parties agree that State and Federal Courts in the judicial district in which par8o is located shall have jurisdiction over disputes under this Agreement (to the exclusion of all other forums). The Parties hereby consent to personal jurisdiction and venue in such courts.

**16.8 Severability.** If any provision of this Agreement is declared void, illegal or unenforceable, the provision will be deemed amended as necessary to conform to applicable laws or regulations. If the provision cannot be so amended without materially altering the intention of the parties, the remainder of the Agreement will continue in full force and effect as if the offending provision were not a part of this Agreement.

**16.9 Survival.** The parties’ respective rights and obligations under Sections 5 (Ownership), 12 (Warranty Disclaimers), 13 (Exclusion of Damages and Limitation of Liability), Section 15 (Confidential Information), and Section 16 (General Provisions) will survive the termination of this Agreement. In addition, any right or legal obligation of a Party contained in this Agreement that, by its express term or nature, would reasonably extend for a period beyond the term of the Agreement will also survive the termination of the Agreement for such extended period.

**16.10 Scope; Entire Agreement; Amendment.** This Agreement, including all Order Forms, is the complete and exclusive statement of the parties’ agreement with respect to its subject matter, and it supersedes all prior communications, understandings and agreements, as well as the terms and conditions set forth in or on any purchase order, acknowledgement form or similar document Licensee may issue, or printed on any check or other document or instrument transmitting or accompanying payment for par8o 340B Software or Services covered by this Agreement. In the event of a conflict between a provision in the main text of this Agreement and a provision in the BAA or an Order Form, a specific statement in the BAA or Order Form will take precedence over a contradictory or inconsistent statement in the main text of this Agreement. This Agreement may be modified or amended only in writing by the Parties.



## Agreement

### Exhibit A: Statement of Work

#### Schedule 1 "Implementation Services"

During implementation, the following activities will occur. "Data Feeds" are feeds from Licensee and/or Licensee's third party administrators that contain data related to 340B eligible patients that have been referred to health care providers outside of the Licensee's 340B eligible sites, and the resulting prescriptions initially dispensed and refilled at Licensee's pharmacy or contracted pharmacy following such referrals.

##### Step 1: Introduce and Establish CE Data Feeds

- par80 sends EMR Data Feed Spec for Encounters, Referral Orders, and Providers to CE and reviews with IT
- par80 sets up Secure File Transfer Protocol (SFTP) and shares credentials with CE for sample files

##### Step 2: Review and Approve CE Data Feeds

- CE shares historical sample of data according to par80 spec
- CE and par80 review data for completeness, and identify revisions, cleaning or supplementation required prior to establishing regular file drop

##### Step 3: Establish Claims Data Feed from TPA(s) and/or Contract Pharmacy(s)

- par80 and TPA/Contract Pharmacy (e.g. Walgreens) establish data exchange to 1) send par80 candidate claims that could be eligible for 340B referral capture and 2) receive verified claims from par80 and update them as 340B captured claims.
- TPAs and/or Contract Pharmacies may require a brief CE contract addendum prior to implementation

##### Step 4: Implementation and Go-Live (After Data Feeds Established)

- par80 and CE review operations and approach to claim verification, including CE review process for certain claims that may require additional documentation to support compliance
- par80 provides CE portal access, which gives CE access to data on verified claims including consult notes
- CE and par80 confirm invoicing process and key contacts
- CE ensures policies and procedures are updated accordingly (par80 can share sample)
- par80 confirms nightly CE data file drop to par80's SFTP

#### Schedule 2 "Ongoing Services"

Once the implementation is complete, par80 uses the Data Feeds to do the following:

- 1) Match referral/encounter data to candidate claims
- 2) Prioritize and attempt to obtain consult notes from referred to specialist prescribers
- 3) Review consult note documentation and relevant data to confirm claim eligibility
  - a. If claim and documentation is eligible and compliant, claim is verified and communication is sent back to relevant TPA/Contract Pharmacy for 340B capture
  - b. If documentation does not fully support claim capture, par80 may request CE review in portal to ultimately determine verification
- 4) All relevant information on verified claims and claims for review (consult notes, claim and EMR documentation) made accessible to CE in portal



## INVOICE

Date: 08/17/2022  
Invoice #: INV-039313

BILL **Borrego Community Health**  
TO **Foundation**

SHIP **Borrego Community Health**  
TO **Foundation**

Cloudmed  
5700 Granite Parkway  
Plano, TX 75024

587 Palm Canyon Drive  
Suite 208  
Borrego Springs, CA 92004

587 Palm Canyon Drive  
Suite 208  
Borrego Springs, CA 92004

PAYMENT TERMS	DUE DATE	PROJECT DESCRIPTION
Net 30	09/16/2022	Par8o - 340B Referral Capture

HOSPITAL(S)	INVOICE PERIOD	FEE
C-001637-Borrego Community Health Foundation	Walgreens July 2022 Claims - 253 claims	\$12,006.75
C-001637-Borrego Community Health Foundation	CVS/WellPartner July 2022 Claims - 44 claims	\$6,251.07
<b>SUBTOTAL</b>		<b>\$18,257.82</b>
<b>TOTAL</b>		<b>\$18,257.82</b>

**Thank you for your business! For questions or concerns please reach us at [accounts.receivable@cloudmed.com](mailto:accounts.receivable@cloudmed.com)**

**MAKE CHECKS PAYABLE TO:**

Cloudmed  
Attn: Accounts Receivable  
P.O. Box 208272  
Dallas, TX 75320-8272

**REMIT EFT TO:**

ROUTING #121000248  
ACCOUNT #4174565853  
Wells Fargo Bank, NA  
420 Montgomery  
San Francisco, CA 94104



# INVOICE

Date: 09/16/2022  
Invoice #: INV-040878

BILL **Borrego Community Health**  
TO **Foundation**

SHIP **Borrego Community Health**  
TO **Foundation**

Cloudmed  
5700 Granite Parkway  
Plano, TX 75024

587 Palm Canyon Drive  
Suite 208  
Borrego Springs, CA 92004

587 Palm Canyon Drive  
Suite 208  
Borrego Springs, CA 92004

PAYMENT TERMS	DUE DATE	PROJECT DESCRIPTION
Net 30	10/16/2022	Par8o - 340B Referral Capture

HOSPITAL(S)	INVOICE PERIOD	FEE
C-001637-Borrego Community Health Foundation	Walgreens August 2022 Claims - 272 claims	\$16,738.28
C-001637-Borrego Community Health Foundation	CVS/WellPartner August 2022 Claims - 35 claims	\$6,176.42
C-001637-Borrego Community Health Foundation	Claims Previously Invoiced - Now Reversed - -3 claims	\$-229.33
<b>SUBTOTAL</b>		<b>\$22,685.37</b>
<b>TOTAL</b>		<b>\$22,685.37</b>

Thank you for your business! For questions or concerns please reach us at [accounts.receivable@cloudmed.com](mailto:accounts.receivable@cloudmed.com)

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P.O. Box 208272  
Dallas, TX 75320-8272

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San Francisco, CA 94104