

SPIRALFX INTERACTIVE, LLC
MASTER AGREEMENT FOR SOFTWARE AND SERVICES

This master agreement is made this 12th day of July, 2023 by and between SpiralFX Interactive, LLC, a Mississippi limited liability company with offices at 1091 Lake Village Circle, Suite A, Brandon, MS 39047 ("SpiralFX"), to provide software and services as a subcontractor to the Beltrami County Sheriff's Office, located at 626 Minnesota Avenue NW, Bemidji, MN 56601 ("CLIENT").

1. This document, and any future change order or amendment mutually executed from time to time, collectively constitute the "Master Agreement", and incorporates Appendix A, "HIPAA Business Associate Agreement".
2. SpiralFX licenses to CLIENT the HealthSecure EMR software system ("Software") for use at its jail
3. SpiralFX is acting as an independent contractor
4. SpiralFX shall retain ownership of the Software. CLIENT shall retain ownership of all records entered into the Software
5. SpiralFX agrees to install and configure the software for CLIENT and train CLIENT staff in its proper use.
6. SpiralFX will provide a copy of its written plan addressing all HIPAA "Technical Requirements and Safeguards", including the "Required and Addressable" standards below
 - a. Unique User Identification
 - b. Emergency Access
 - c. Automatic Logoff
 - d. Encryption and Decryption
 - e. Audit Controls
 - f. ePHI Integrity
 - g. Authentication
 - h. Transmission Security
7. SpiralFX agrees to license, maintain, host and support the Software for CLIENT.
8. CLIENT agrees to pay SpiralFX fees as per the following schedule, and payable according to CLIENT'S customary payment terms with its vendors
 - a. \$9,500 implementation fee, in the following milestones
 - i. \$4,000 – invoiced at contract signing
 - ii. \$4,000 – invoiced at completion and connection of Jail Management System ("JMS") interface to live HealthSecure server
 - iii. \$1,500 – invoiced at system launch
 - b. \$1,250 per month
 - i. Invoiced at availability of live server for CLIENT use, including users setup and connection of JMS interface
 - ii. First month pro-rated by days
 - c. The term for this contract is month to month, until terminated by one of the parties.
9. The monthly fee will be reassessed each year after the initial three (3) year period from contract signing, but the maximum annual increase in the monthly fee will be limited to 5%. These limits may be reconsidered if the jail's Average Daily Population (ADP) increases by more than 100% in any year compared to the prior year. In such situations, a new monthly fee will be negotiated in good faith.
10. Change order fees
 - a. Change orders are defined as CLIENT requests to modify the HealthSecure software
 - b. SpiralFX will determine in its sole judgement whether a Change order is billable, and if so, for how much
 - c. Billable charges will first be submitted for CLIENT for pre-approval before any work is performed.
 - d. Examples of change orders include, but are not limited to:
 - i. CLIENT-requested new features requiring software modifications
 - ii. Changes to existing electronic interfaces or additional interfaces for new CLIENT vendors.

11. CLIENT may terminate this agreement at any time, and for any reason, by notifying SpiralFX in writing and providing a date of termination that is at least 30 days from the date of notification. If this happens:
 - a. SpiralFX will continue all scheduled activities through the date of termination.
 - b. SpiralFX will return to CLIENT any unused portion of the monthly payment, on a daily pro-rated basis from the date of termination to the end of the payment period.
 - c. All other payments previously invoiced will remain due
 - d. Within 20 business days from the date of termination, SpiralFX will provide to CLIENT a copy of all inmate data, both current and historical, in machine readable electronic record format
12. SpiralFX may terminate this agreement notifying CLIENT in writing and providing a date of termination that is at least at 90 days from the date of notification. If this happens:
 - a. SpiralFX will continue all scheduled activities through the date of termination.
 - b. SpiralFX will return to CLIENT any unused portion of the monthly payment, on a daily pro-rated basis from the date of termination to the end of the payment period.
 - c. All other payments previously invoiced will remain due.
 - d. Within 20 days business days from the date of notification, SpiralFX will provide to CLIENT a preliminary copy of all inmate/patient data, both current and historical, in machine readable electronic record format
13. SpiralFX will provide CLIENT with "Hosting", defined as access to the Software via SSL-secured Internet access from computers that are connected to the Internet and operated according to Department of Health and Human Services § 164.306 (a) and (b) (HIPAA act, General Requirements and Security Standards, respectively)
14. SpiralFX will ensure that all CLIENT data is backed up
15. CLIENT will provide a network and adequately configured PC computers in which the Software can be reached at its facilities via an Internet connection.
16. CLIENT will be responsible for maintaining its network, PC computers for accessing the Software over the Internet, medical carts, electronic fax service, signature pads, barcode scanners and other equipment necessary for medical operations. SpiralFX will be responsible for ensuring that the Software is available over the Internet and that CLIENT's data is protected and backed up.
17. CLIENT will install the Internet web browsers that are specified by SpiralFX in order to access the Software and will keep such browsers updated to the latest versions within 6 months of the web browser release.
18. From the time of contract signing to system launch, SpiralFX will perform the following tasks
 - a. System configuration and customizations
 - b. CLIENT forms development
 - c. CLIENT nurse and doctor training sessions (by remote conference)
 - d. Final nurse training and system launch, with SpiralFX staff onsite at jail 2 days
19. SpiralFX will periodically or upon CLIENT request, update CLIENT's software to its latest version at no charge.
20. SpiralFX will not be responsible for costs, if any, charged by third parties such as CLIENT's other vendors.
21. CLIENT will provide a single point of contact for communication with SpiralFX.
22. CLIENT will provide a single point of contact for payment approvals.
23. SpiralFX liability for damages arising out of or in connection with this agreement shall not exceed the sum total of all payments made to SpiralFX under this contract.
24. This is the entire agreement between SpiralFX and CLIENT. It cannot be changed or added to except in a later, written agreement signed by the party against whom the agreement is to be enforced. Neither party shall be entitled to recover attorney's fees in any suit.
25. Neither party is relying on anything said by other party beyond what is written in this Master Agreement
26. This contract will be governed by the laws of the State of Minnesota

AGREED TO BY AND BETWEEN:

CLIENT

By Richard Anderson
 Name Richard Anderson
 Title Chair Beltrami County
 Date 8-15-23

SPIRALFX INTERACTIVE, LLC

By: Andrew V. Royappa
 Name Andrew V. Royappa, Ph.D
 Title CEO
 Date 8/15/2023

APPENDIX A: HIPAA Business Associate Agreement

THIS AGREEMENT is entered into by and between Beltrami County Sheriff's Office located at 626 Minnesota Avenue NW, Bemidji, MN 56601 ("Covered Entity") and **SpiralFX Interactive LLC**. ("Business Associate") pursuant to the MASTER AGREEMENT FOR SOFTWARE AND SERVICES executed between the parties.

WHEREAS, Business Associate is a business associate of Covered Entity as defined in the privacy and security of individually identifiable health information regulations under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); and

WHEREAS, Covered Entity will make available and/or transfer to Business Associate certain PHI for the purpose of providing software services; and

WHEREAS, Business Associate will have access to and/or receive from Covered Entity certain PHI that can be used or disclosed only in accordance with this Agreement (the "Agreement") and the HHS Privacy and Security Regulations and the HITECH Act, as defined below.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1.1. "HHS Privacy Regulations" or "Privacy Rule" shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Parts 160 and 164 concerning the privacy of individually identifiable health information, as amended.

1.2. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, contained within Subtitle D of the American Recovery and Reinvestment Act of 2009, as amended, including any regulations promulgated thereunder.

1.3. "Individual" shall mean the person who is the subject of the PHI, and has the same meaning as the term "individual" as defined by 45 C.F.R. 160.103.

1.4. "PHI" shall mean any "health information" provided and/or made available by Covered Entity to Business Associate, including but not limited to Electronic PHI, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103.

1.5. "Parties" shall mean Business Associate and Covered Entity

1.6. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated

1.7. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operators in an information system.

1.8. "Security Regulations" or "Security Rule" shall mean the Health Insurance Reform Security Standards at 45 C.F.R. parts 160, 162 and 164, as amended.

1.9. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary

2. **Term**. The term of this Agreement shall commence as of the Effective Date and, unless terminated earlier as set forth herein, shall expire on the date Business Associate certifies in writing that all of the PHI provided by Covered Entity to Business Associate, or that was created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity pursuant to this Agreement or, if mutually agreed upon that it is infeasible to return or destroy the PHI, Business Associate agrees to extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure to those purposes that make return or destruction infeasible.

3. **Remuneration.** Neither Party shall directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity obtained a fully-executed HIPAA-compliant authorization from that Individual, or unless receipt of such remuneration is specifically permitted by HIPAA and the HITECH Act

4. **Stated Purposes for Which Business Associate May Use or Disclose PHI.**

Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI as necessary to perform the services described above for the Covered Entity, if such use or disclosure of PHI would not violate the Privacy or Security Rules if done by Covered Entity.

If necessary, Business Associate may also use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may also disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, but only if the disclosure is required by law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. **Business Associate Obligations.**

5.1. **Limits on Further Use and Disclosure.** Business Associate hereby agrees that the PHI provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as required by law

5.2. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of the PHI, other than as provided for by this Agreement or by law. In addition, Business Associate agrees to implement, in compliance with the Security Rule, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that Business Associate creates, maintains or transmits on behalf of Covered Entity, and to comply with all other provisions of the Security Rule specifically applicable to Business Associate

5.3. **Reports of Security Incidents and Breaches of Information**

5.3.1. **Security Incidents.** Business Associate hereby agrees that it shall report to Covered Entity, within five (5) business days of discovery, any Security Incident that Business Associate becomes aware of and any use or disclosure of PHI not provided for or allowed by the Agreement

5.3.2. **Breach of Information.** Business Associate agrees that it shall report to Covered Entity any breach of Unsecured PHI within five (5) business days of discovering same. A breach shall be treated as discovered as of the first day on which such breach is known to or reasonably should have been known by the Business Associate. Such report shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach. The report shall also include (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of Unsecured PHI that were involved in the breach (such as full name, Social Security Number, date of birth, home address, account number, or disability code); and (c) any other available information that the Covered Entity is required to include in a notification to an Individual under 45 C.F.R. 164.404(c), or as reasonably requested by Covered Entity.

5.3.3. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law

and except when caused by an Oct of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Business Associate's subcontractors or agents in furnishing the services as if they were the Business Associate's own acts, failures or omissions

- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

5.4. Subcontractors. Business Associate hereby agrees to ensure that any subcontractors that create, receive, maintain or transmit Covered Entity's PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including Electronic PHI. Business Associate shall ensure same by entering into a written agreement with such subcontractors that contains the same terms, conditions and restrictions on the use and disclosure of PHI, including Electronic PHI, as contained in this Agreement.

5.5. Right of Access to PHI. Within ten (10) days of a request by Covered Entity, Business Associate agrees to make available to Covered Entity PHI necessary for Covered Entity to respond to an Individual's request for access to PHI about them in the event the PHI in Business Associate's possession constitutes a Designated Record Set as defined in the Privacy Rule. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. If the Covered Entity or Individual request PHI that is maintained electronically by Business Associate in one or more Designated Record Sets, then Business Associate shall provide Covered Entity the information for the Individual in the electronic form and format requested by the Individual if it is readily producible in such form and format. If it is not readily producible, Business Associate shall provide Covered Entity the PHI in an electronic form and format as agreed to by the Covered Entity and the Individual.

5.6. Amendment of PHI. Within ten (10) days of receipt of a request from Covered Entity, Business Associate agrees to make PHI available to Covered Entity for amendment and to incorporate any amendments to PHI in accordance with the Privacy Rule. In the event any Individual requests amendment of PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of requests for amendments of PHI shall be the responsibility of Covered Entity.

5.7. Provide Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. 164.528 and in accordance with the HITECH Act. Further, Business Associate agrees, within ten (10) days of receiving a written request from Covered Entity, to make available to the Covered Entity the information required for the Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. In the event any Individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to respond to any Individual submitting such request.

5.8. Access to Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, and its policies and procedures and documentation relating to safeguards to protect Electronic PHI available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy and Security Regulations.

5.9. Mitigation Procedures. Business Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any harmful effect that is known to Business Associate from the use or disclosure of PHI in a manner contrary to this Agreement or the HHS Privacy and Security Regulations.

5.10. Application of Privacy Rule to Business Associate. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, then Business Associate agrees to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).

5.11. Data Aggregation Services. Business Associate is permitted to provide data aggregation services relating to the health care operations of Covered Entity.

6. Property Rights. Business Associate acknowledges that the PHI shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

7. Covered Entity Obligations

7.1. Notice of Privacy Practices. Covered Entity shall provide Business Associate with Covered Entity's notice of privacy practices for PHI, and notice of any changes thereafter.

7.2. Revocations or Permissions by Individuals. Covered Entity shall notify Business Associate of any changes in the revocation or permission by Individuals to use or disclose their PHI, if such changes affect Business Associate's permitted or required uses or disclosures.

7.3. Other Restrictions. Covered Entity shall notify Business Associate of any restrictions to the use or disclosure of PHI the Covered Entity has agreed to under 45 C.F.R. 164.522, if such restrictions affect Business Associate's permitted or required uses or disclosures.

8. **Termination**. Either Party has the right to immediately terminate this Agreement and seek relief as provided for herein or allowed by law if it determines that the other Party has violated a material term of this Agreement.

8.1. Termination by Covered Entity. Upon Covered Entity's knowledge of a breach of this Agreement by Business Associate, Covered Entity may grant to Business Associate thirty (30) business days to cure the breach and if Business Associate does not cure the breach within said thirty (30) business days to Covered Entity's satisfaction, then Covered Entity may immediately terminate this Agreement and pursue such other remedies as set forth herein or allowed by law.

8.2. Termination by Business Associate. Upon Business Associate's knowledge of a breach of this Agreement by Covered Entity, Business Associate may grant to Covered Entity thirty (30) business days to cure the breach and if Covered Entity does not cure the breach within said thirty (30) business days to Business Associate's satisfaction, then Business Associate may immediately terminate this Agreement and pursue such other remedies as set forth herein or allowed by law.

9. General Provisions

9.1. Severability. In the event that any provision of this Agreement is held to be illegal or unenforceable, such provision shall be deemed severed from this Agreement and shall not affect the legality or enforceability of the remaining provisions of this Agreement unless either Party is unable to perform without such provision or unless such omission would be destructive of the intent of the Parties.

9.2. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State listed in the Master Services Agreement to which this Agreement is attached.

9.3. Amendments. No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by both Parties.

9.4. Assignability. Neither Party may assign its rights or obligations under this Agreement except with the prior written consent of the other Party.

9.5. No Third Party Rights. This Agreement is intended solely for the benefit of Covered Entity and Business Associate and it shall not be construed to create any benefits for or rights in any other person or entity.

9.6 Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH ACT or any other state or federal law means the section as in effect or as amended

9.7 Independent Contractors. The Parties agree that each is an independent contractor of the other, and not an agent of the other for any purpose.