

Elevations

Participation Agreement

Welcome to Elevations. Elevations is a Non- Medical drivers of Health Platform solution provided by CHN Tech Solutions with participating organizations located in and near Brazoria County, Texas, including the counties of Fort Bend, Galveston and Harris, that work together to provide community, health, educational, and supportive services to individuals in the local community. The administrator for Elevations is CHN Tech Solutions, a subsidiary of Stephen F. Austin Community Health Center, Inc. d/b/a Community Health Network (MyCHN).

This is our Participation Agreement. In order for a community organization to participate in Elevations, this agreement must be reviewed and signed. Please read this agreement carefully, sign it where indicated, and return to us. We utilize Adobe Sign to allow community organizations to easily review and sign the agreement. Once you sign the agreement via Adobe Sign, you will receive an executed copy. An electronic signature is valid and there is no need for you to sign a paper copy (a “wet” signature).

Please note that there are additional terms and conditions that are part of this Participation Agreement, as follows:

- *For HIPAA Covered Entities Only:* Our Business Associate Agreement
- Our Terms of Use, available at: [http://
https://chntechsolutions.com/elevations/Termsfuse](http://https://chntechsolutions.com/elevations/Termsfuse)
- Our Privacy Policy, available at: [https://chntechsolutions.com/wp-
content/uploads/2025/10/Elevations-Privacy-Policy-12.4.24-Updated.pdf](https://chntechsolutions.com/wp-content/uploads/2025/10/Elevations-Privacy-Policy-12.4.24-Updated.pdf)

We look forward to your organization’s participation.

Questions?

Please contact us at the following with any questions about this Participation Agreement or Elevations:

Penny Pabst
Director
1346 E Broadway St.
Pearland, Texas 77581
832-368-6147
ppabst@sfachc.org

Participation Agreement

This **Participation Agreement** (this "Agreement") is entered into by and between Stephen F. Austin Community Health Center, Inc. d/b/a Community Health Network (the "Administrator") and the entity identified in the signature block to this Agreement (the "Participating Organization") effective as of the date signed by all Parties (the "Effective Date"). The Administrator and the Participating Organization are at times referred to individually as a "Party" or collectively as the "Parties".

Background

The Administrator is engaged in making Elevations (the "Network") available to community organizations that elect to participate in the Network (referred to as "Network Participants"). The Participating Organization desires to participate in the Network and agrees to comply in full with the terms, conditions, and requirements applicable to Network Participants.

Agreement

1. Obligations of the Administrator

1.1 Availability of Network. Subject to the terms and conditions set forth herein, Administrator agrees to make the Network available to the Participating Organization. Administrator may modify, update, interrupt, suspend, or discontinue the Network at any time in whole or in part without notice or liability.

1.2 Network Support Services. Administrator shall provide commercially reasonable support services to the Participating Organization. Administrator shall publish a directory of Network Participants.

2. Obligations of the Participating Organization

2.1 Access to the Network. Participating Organization shall permit only those employees, agents, contractors, and volunteers authorized by the Participating Organization to access and use the Network (referred to as "Authorized Users"). Participating Organization shall require each Authorized User to access and use the Network in strict compliance with the requirements of the Network's then-current Terms of Use and Privacy Policy made available to Authorized Users on the applicable log-in or access screen or portal, which are hereby incorporated into this Agreement by reference. Participating Organization acknowledges that it shall be liable for the acts and omissions of Authorized Users, including but not limited to use of the Network in a manner inconsistent with this Agreement, the Terms of Use, or applicable law.

2.2 Current Information. Participating Organization shall promptly notify Administrator of any changes to its address, contact information, service locations, and services or programs offered to patients, members, or other community stakeholders.

3. Participating Organization Representations and Warranties

3.1 Participating Organization warrants, represents, and covenants, as of the Effective Date, that: (a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (b) it is authorized and qualified to do business in or operate in Texas; (c) the execution, delivery, and performance of the Agreement are duly authorized and do not violate any governing documents, contracts to which it is a party, or applicable law; (d) it has the legal right and authority to disclose, transfer, and share the personal information it discloses, transfers, or shares through the Network (the "Personal Data"); (e) to its knowledge, the Personal Data it discloses, transfers, and shares through the Network are true, correct, and current; (f) it has any and all licenses, permits and approvals required under applicable law to operate; (g) its performance shall not infringe or otherwise violate any third party's copyright, trade secret, trade dress, patent, or other intellectual property right whatsoever; (h) neither it nor any of its Authorized Users are debarred from any federal or state health care payor program; and (i) its access to and use of the system will not violate any state or federal law relating to fraud, waste, or abuse in the health care system.

3.2 Participating Organization shall promptly notify Administrator in writing in the event any representation, warranty, or covenant becomes untrue for any reason or Participating Organization has a reasonable expectation that a representation, warranty, or covenant shall become untrue in the near term.

4. Data Privacy Requirements

4.1 Participating Organization shall, and shall ensure that its Authorized Users, access and use the Network in compliance with all applicable state and federal data privacy and data security laws, regulations, and requirements. If a Participating Organization is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it hereby agrees to the Business Associate Agreement which is incorporated into and made a part of this Agreement.

4.2 This Section 4.2 applies only to school officials as defined by The Family Educational Rights and Privacy Act and its regulations ("FERPA"). School officials may include, but is not limited to, teachers, principals, school administrators, and counselors. "Education Records" are records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution. Examples of the types of records and information that may be maintained and considered Education Records include, but is not limited to: the student's and parents' names, address and telephone number; the student's date and place of birth, date of enrollment in the school, records from previous schools attended, attendance record, subjects taken, grades, school activities, assessment results, number of credits earned,

immunization records, disciplinary records, correspondence from parents, and screening results, including hearing and vision screening results. Pursuant to FERPA, to share and disclose Education Records under this Agreement, the school official must have either (1) received written consent from a parent/legal guardian, or if the student is 18 years of age, from the student, authorizing the disclosure of Education Records ("Consent") or; (2) met the requirements of the "School Official Exception" as defined by FERPA. If any Education Records are shared by or through the Network by a school official, such school official represents and warrants that they have received appropriate Consent to disclose such records or that the disclosure meets the requirements of the School Official Exception.

4.3 Participating Organization is solely responsible for the safeguarding of the Personal Data it accesses or receives by or through the Network. Participating Organization is solely responsible for the security of the hardware, software, equipment, and connections it uses to access the Network.

4.4 Incident Reporting. Participating Organization shall promptly, but in no event more than 72 hours from the time of discovery, notify the Administrator of any actual or reasonably suspected (i) unauthorized access to the Network; (ii) use of the Network in a manner inconsistent with this Agreement, inclusive of the Terms of Use and Privacy Policy; (iii) use or disclosure of Personal Data in a manner inconsistent with this Agreement, the purpose of Participating Organization's use of the Network, and applicable law (collectively, an "Incident"). This section shall not apply to Incidents subject to the Business Associate Agreement, if applicable.

5. Financial Matters

The Parties shall not charge the other any fees, costs, or expenses for the services, functions, and activities performed pursuant to this Agreement and neither Party shall pay compensation to the other. Each Party is responsible for its own costs and expenses incurred through performance of this Agreement and access to and use of the Network.

6. Term and Termination

6.1 Term. Unless earlier terminated in accordance with Section 6.2 below, this Agreement shall be in effect from the Effective Date for a period of one (1) year. The Agreement shall automatically renew for additional one (1) year terms unless either Party notifies the other in writing of its desire to not renew.

6.2 Termination and Suspension. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Administrator has the right to immediately suspend Participating Organization's access to the Network or terminate this Agreement in the event of a material breach of this Agreement or in the event any representation or warranty of Participating Organization becomes untrue during the term. The obligations of the Parties contained in Sections 4, 6.2, 7, 8, and 9 hereof shall survive expiration or termination of this Agreement.

7. Indemnification, Insurance, and Liability

7.1 **Indemnification by Participating Organization.** To the extent permitted by law, Participating Organization agrees to indemnify, defend, and hold harmless Administrator and its officers, directors, affiliates, employees, and agents against any and all losses, damages, injuries, liabilities, suits, costs and expenses (including reasonable attorneys' fees) resulting from, arising out of, or in connection with an Incident or Participating Organization's or an Authorized User's negligence or willful misconduct, violation of law, or breach of any term, condition, requirement, or representation of this Agreement.

7.2 **Insurance.** Participating Organization will maintain insurance coverage as is customary for companies engaged in similar businesses and may be self-insured. At the request of Administrator, Participating Organization will furnish to Administrator a certificate(s) from its insurers (or other proof of coverage if self-insured) demonstrating its insurance coverage and Participating Organization will provide Administrator with written notice promptly after any material change or cancellation in coverage or limits.

7.3 THE NETWORK IS BEING MADE AVAILABLE "AS IS", WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND ADMINISTRATOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7.4 EXCEPT FOR PARTICIPATING ORGANIZATION'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THE LOSS OF OPPORTUNITY, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

8. Data Ownership and Intellectual Property

Each Party is, and will remain, the sole and exclusive owner of all right, title, and interest in their respective existing intellectual property and neither Party will gain any right to or ownership of the others intellectual property. The Parties agree that the Participating Organization shall retain ownership of Personal Data provided, created, or generated under this Agreement; provided that the Participating Organization grants an unrestricted, irrevocable, and perpetual license to the Network, the Administrator, and other Network Participants to use, re-disclose, and retain the Data for any purpose related to (a) operating, using, developing, and improving the Network, (b) providing services to community members, patients, and other stakeholders, (c) fulfilling proper business, administrative, and legal obligations, and (d) as otherwise permitted or required by law.

9. Miscellaneous

9.1 Independent Contractor. Administrator and Participating Organization are independent contractors, and nothing in the Agreement will create any partnership, joint venture, agency, or employment relationship between the Parties. Neither Party is an agent or representative of the other or is authorized to make any warranties or assume or create any other obligations on behalf of the other. Participating Organization will not in any way represent itself to be a partner or joint venturer of or with Administrator.

9.2 Publicity. Neither Party may use the other Party's name in any form of advertising, promotion, or publicity, including press releases, without the prior written consent of the other Party.

9.3 Notices. Any notices or other communications from one Party to the other will be in writing and will be sent to the contact information included in the signature block. Notices may be sent by email, certified mail, or carrier service (e.g., UPS or FedEx).

9.4 Assignment. Participating Organization will not assign, transfer, or otherwise dispose of this Agreement in whole or in part to any third party without the prior written consent of Administrator. Administrator may assign this Agreement, in whole or in part, (a) in connection with the transfer or sale of all or substantially all of its assets or the Network, (b) to a successor entity or acquirer in the event of a merger, consolidation or change of control, or (c) to any affiliate of Administrator. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and permitted assigns.

9.5 Force Majeure. Neither Party shall be in breach or default under this Agreement or otherwise liable for any failure to perform or delay in the performance of its obligations under this Agreement or for any losses hereunder resulting and such a failure shall not constitute an event of default or breach of this Agreement to the extent such failure arises out of a cause that is beyond the reasonable control of such party, including without limitation: flood, war, riot, act of terrorism, act of military, epidemic/pandemic, civil or regulatory authority, earthquake, act of God or natural disaster, failure or unavailability of any third party or external communication lines, or telecommunications or telephone facilities or other interconnection problems.

9.6 Entire Agreement; Modification. This Agreement (inclusive of the Business Associate Agreement, Terms of Use and Privacy Policy) constitutes the entire agreement of the Parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between Administrator and Participating Organization with regard to its subject matter. With the exception of the Terms of Use and Privacy Policy, this Agreement may be changed only by a writing signed by authorized representatives of both Parties.

9.7 Severability; Reformation. In the event that any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and all other provisions will remain in full force

and effect. If any provision of this Agreement is held to be excessively broad, it will be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

9.8 Governing Law. This Agreement will be construed and interpreted and its performance governed by the laws of the State of Texas, without giving effect to its conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state and federal courts in Texas for any suit, action, or proceeding relating to this Agreement.

9.9 Waiver. No waiver of any term, provision or condition of this Agreement (whether by conduct or otherwise) in any one or more instances will be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition of this Agreement.

9.10 Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument. PDF and electronic signatures will have the same legal effect as original signatures.

9.11 No Third Party Beneficiary. No third party is intended to be or shall be a third party beneficiary of this Agreement or of any provision under this Agreement. Participating Organization and Administrator shall be the only parties entitled to enforce the rights set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective :

Stephen F. Austin Community Health Center, Inc. d/b/a Community Health Network (MyCHN)

By (signature):

By (Signature):

Name:

Name: Penny Pabst

Title:

Title: Chief Administrative Officer

Date:

Contact Details:

Contact Details:

Penny Pabst
3146 E. Broadway, Ste. 100
Pearland, TX 77581
ppabst@sfachc.org

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “BAA”) is incorporated into and made a part of the Participation Agreement (the “Agreement”) entered into by and between Business Associate and the Participating Organization. This BAA applies and is in effect only when the Participating Organization is a Covered Entity and is effective as of the effective date of the applicable Participation Agreement (the “Effective Date”). Participating Organizations that are Covered Entities are referred to in this BAA as the “Covered Entity”.

Background

Business Associate and the Covered Entity have entered into the Agreement wherein the Business Associate may create, receive, maintain, or transmit Protected Health Information (“PHI”) for or on behalf of the Covered Entity. Covered Entity and the Business Associate desire to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and implementing regulations which are codified at 45 C.F.R. Parts 160 and 164, as such regulations may be amended from time to time (collectively referred to herein as the “HIPAA Standards”). Capitalized terms used, but not otherwise defined, herein are as defined in the HIPAA Standards.

Agreement

1. Permitted Uses and Disclosures by Business Associate

1.1 Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity. Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as Required by Law. The Business Associate shall limit, to the extent practicable, the use and disclosure of PHI to the limited data set (as defined in 45 C.F.R. § 164.514(e)(2)) or the minimum necessary to accomplish the intended purpose of the use or disclosure of the PHI or as required pursuant to the Agreement.

1.2 Except as otherwise limited in this BAA, Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that (i) the disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the recipient that the PHI will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient, and the recipient promptly notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

1.3 Business Associate may use PHI to provide Data Aggregation services.

2. Obligations of Covered Entity

2.1 Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice of Privacy Practices and the Business Associate shall comply with such Notice of Privacy Practices.

2.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

2.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by Covered Entity.

3. Obligations and Activities of Business Associate

3.1 Business Associate shall ensure, through a written agreement, that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to materially similar restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI, including without limitation, the restrictions, conditions and requirements of this BAA and the HIPAA Standards.

3.2 Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this BAA, any Breach, any breach of security of personal information as defined by any applicable state law, or any successful Security Incident involving PHI, in each case of which the Business Associate, or a subcontractor of the Business Associate, becomes aware (each, an "Incident"). Initial notice of an Incident shall be made to the Covered Entity no later than ten (10) business days after discovery of the Incident by Business Associate and Business Associate shall provide to Covered Entity any information necessary for Covered Entity to notify affected individuals and/or governmental authorities of the Incident within thirty (30) business days of discovery. The foregoing notwithstanding, for purposes of the Security Incident reporting obligation under this paragraph 3.2, Business Associate hereby reports and Covered Entity acknowledges that (a) Business Associate experiences inconsequential incidents from time to time such as scans or "pings" that are not permitted past Business Associate's firewall ("Inconsequential Attempted Incidents"), and (b) this report satisfies the requirements of the HIPAA Standards with respect to Inconsequential Security Incidents until such time as further guidance from the Secretary indicates otherwise.

3.3 Business Associate shall restrict disclosures or communicate confidentially with Individuals as required by the HIPAA Standards and as requested by the Covered Entity.

3.4 If the Business Associate maintains PHI in a Designated Record Set, the Business Associate shall: (a) provide access (including inspection, obtaining a copy or both), in the time and manner designated by Covered Entity, and Business Associate shall not charge any fee greater than the lesser of the amount permitted by State law or the Business Associate's actual cost of postage, labor and supplies for complying with the request; (b) make available PHI for amendment and incorporate any amendment(s) in the time and manner designated by Covered Entity; and (c) provide access to PHI that is in electronic format in the form and format requested by the Individual or Covered Entity, or if not readily producible in such form and format, in a readable electronic form and format agreed to by the Covered Entity and the Individual, and transmit such copy directly to an entity or person designated by the Individual or Covered Entity. Business Associate shall not charge any fee greater than the lesser of the amount permitted by State law or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

3.5 Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's or Business Associate's compliance with the HIPAA Standards. Nothing in this Section shall be construed as a waiver of any legal privilege or of any protections for trade secrets or confidential commercial information by Business Associate.

3.6 Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity or Business Associate under the HIPAA Standards to respond to a request by an Individual for an accounting of disclosures of PHI. Business Associate shall provide, in the time and manner designated by Covered Entity, an accounting of disclosures required by the HIPAA Standards made by the Business Associate.

3.7 Business Associate shall prevent use or disclosure of the PHI other than as provided for in this BAA and shall comply, where applicable, with the HIPAA Standards with respect to electronic PHI and State law. The Business Associate shall implement and maintain safeguards as necessary to ensure that all PHI is used or disclosed only as authorized under the HIPAA Standards and this BAA.

3.8 Some of the PHI provided to Business Associate by Covered Entity may be substance use disorder information subject to the confidentiality requirements set forth in 42 C.F.R. Part 2 ("Part 2 Records"). Covered Entity hereby reports and Business Associate hereby acknowledges that (a) Covered Entity may act as a lawful holder of PHI that includes Part 2 Records; (b) Covered Entity may disclose Part 2 Records to Business Associate only when a proper written consent has been obtained; (c) upon receipt of Part 2 Records, the Business Associate is fully bound by the requirements of 42 C.F.R. Part 2; (d)

42 C.F.R. Part 2 prohibits unauthorized disclosure of Part 2 Records; and (e) this notice satisfies the requirements of 42 C.F.R. § 2.32 with respect to the Part 2 Records until such time as further guidance from the Secretary indicates otherwise.

4. Term and Termination

4.1 Term. The Term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI maintained by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if Business Associate determines that it is infeasible to return or destroy the PHI, protections are extended to such PHI in accordance with the termination provisions in this section.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation, and Covered Entity may terminate the Agreement if Business Associate does not cure the breach or end the violation within thirty (30) calendar days of its receipt of written notice of such breach.

4.3 Effect of Termination. Upon termination of the Agreement or this BAA, for any reason, Business Associate shall return or, if authorized by Covered Entity, destroy all PHI maintained by Business Associate on behalf of Covered Entity at Covered Entity's expense. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible. This Section 4.3 shall survive termination of this BAA.

5. Miscellaneous

5.1 No Private Cause of Action. This BAA is not intended to and does not create a private cause of action by any individual, other than the parties to this BAA, as a result of any claim arising out of the breach of this BAA, the HIPAA Standards or other state or federal law or regulation relating to privacy or security.

5.2 Assumption of Obligations. Except as expressly provided in the Agreement or this BAA, Business Associate will not assume any obligations of Covered Entity under the HIPAA Standards. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Standards as expressly provided in the Agreement or this BAA, Business Associate will comply with the requirements of the HIPAA Standards that apply to Covered Entity in the performance of such obligations.

5.3 Relationship to Agreement. This BAA is incorporated into and made part of the Agreement between Participating Organization and Business Associate and is thus subject to its terms.