

**AGREEMENT TO ASSIGN
BEHAVIORAL HEALTH SERVICES AGREEMENT**

This AGREEMENT TO ASSIGN (the "Assignment") is made and entered into effective as of July 1, 2025, by and between POLK COUNTY, a political subdivision of the State of Florida (the "County"), and Ibis Healthcare, Inc. (the "new Behavioral Health Services Entity").

WITNESSETH:

WHEREAS, the COUNTY and Cove Behavioral Health, Inc., ("former Behavioral Health Services Entity"), entered into that certain Behavioral Health Services Agreement effective October 1, 2023, (the "Agreement"), as set forth in Attachment 2, attached to this Assignment, for the purpose of providing behavioral health care for the County, which is more fully set forth in the total compensation included in the Agreement; and

WHEREAS, Cove Behavioral Health, Inc., ("former Behavioral Health Services Entity") and Mental Health Care, Inc. d/b/a Gracepoint have merged to create Ibis Healthcare, Inc. (the new Behavioral Health Services Entity) as set forth in Attachment 1, attached to this Assignment; and

WHEREAS, Section 10.6 of the Agreement provides that the County may not assign this Agreement without the Behavioral Health Services Entity's prior written consent except that the County may assign this Agreement to an entity related to the County by ownership or control or to any successor organization without the Behavioral Health Services Entity's prior written consent.

WHEREAS, The County consents to the Assignment; and

WHEREAS, this Assignment shall serve as the County's prior written consent required by Section 10.6 of the Agreement.

NOW, THEREFORE, the County and new Behavioral Health Services Entity hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.
2. The County hereby consents to the Assignment of the Agreement, subject to the terms and conditions stated herein.
3. The new Behavioral Health Services Entity hereby agrees to assume all rights, duties, and liabilities of the former Behavioral Health Services Entity under the Agreement, and further acknowledges and agrees to be bound by all of the terms and conditions of the Agreement.
4. The new Behavioral Health Services Entity hereby represents and warrants the following to the County:
 - (a) The new Behavioral Health Services Entity's performance under the Agreement will not violate or breach any contract or agreement to which it is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation;
 - (b) The new Behavioral Health Services Entity has the full right and authority to accept the Assignment and enter into the Agreement and to perform its obligations in accordance with the terms thereof;
 - (c) Each individual executing this Assignment on behalf of the new Behavioral Health Services Entity is authorized to do so; and
 - (d) The new Behavioral Health Services Entity has read each and every provision of the Agreement and fully understands the meaning and import thereof and agrees to be bound thereby.

5. Article VIII: TERM AND TERMINATION shall be modified to add the following Subsections 8.7 and 8.8:

8.7 No Coercion for Labor or Services. Concurrently with its execution of this Assignment, Behavioral Health Services Entity has executed an affidavit (Exhibit A) which has been signed by an officer or representative of Behavioral Health Services Entity under penalty of perjury attesting that Behavioral Health Services Entity does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Contract. Behavioral Health Services Entity shall provide the County the same type of affidavit upon any renewal or extension of the Contract as required by Section 787.06.

8.8 Foreign Country of Concern Attestation. Concurrently with its execution of this Assignment, Behavioral Health Services Entity has executed an affidavit (Exhibit B) which has been signed by an officer or representative of Behavioral Health Services Entity under penalty of perjury attesting that Behavioral Health Services Entity does not meet any of the criteria stated in Florida Statutes, § 287.138(2), as that statute may be subsequently revised or amended. Receipt of the required affidavit is a condition precedent to this Contract. Behavioral Health Services Entity shall provide the County the same type of affidavit upon any renewal or extension of the Contract as required by Section 287.138.

6. Pursuant to Section 10.10, beginning on the effective date of this Assignment, Notice shall be sent to:

BEHAVIORAL HEALTH SERVICES ENTITY:

Roaya Tyson, CEO
Ibis Healthcare, Inc.
5707 N 22nd Street
Tampa, FL 33610

COUNTY:

Paula McGhee, Provider Services Manager
Community Health Care / Health & Human Services
Polk County
2135 Marshall Edwards Drive
Bartow FL 33830-6757

7. The Agreement, as assigned, continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have agreed to this Assignment as of July 1, 2025.

BEHAVIORAL HEALTH SERVICES ENTITY
Ibis Healthcare, Inc.

POLK COUNTY, a political subdivision of the
State of Florida

BY: _____

Roaya Tyson, CEO

DATE: _____

7-7-25

BY: _____

William D. Beasley, County Manager

DATE: _____

7/30/2025



ATTEST: Stacy M. Butterfield, Clerk

WITNESS

WITNESS

BY: _____

Deputy Clerk

Approved as to form and legal sufficiency:

County Attorney

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Roaya Tyson, CEO (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Ibis Healthcare, Inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

Roaya Tyson
PRINT NAME

CEO
TITLE

7-7-25
DATE

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Ibis Healthcare, Inc (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

PRINTED NAME: Roanya Tyson

TITLE: CEO

SIGNATURE: 

DATE: 7-7-25

COMBINATION AGREEMENT

THIS COMBINATION AGREEMENT (this "Agreement"), dated effective as of April 25, 2025, is by and between MENTAL HEALTH CARE, INC., d/b/a GRACEPOINT, a Florida not for profit corporation ("GRACEPOINT"), and COVE BEHAVIORAL HEALTH, INC., a Florida not for profit corporation ("COVE"). GRACEPOINT and COVE are each sometimes referred to individually as a "Party" and collectively herein as the "Parties". Certain other capitalized terms used herein are defined in Article IX.

BACKGROUND INFORMATION

The Board of Directors of GRACEPOINT and the Board of Trustees of COVE have determined that it is in the best interests of each Party to reorganize their business structures to combine and amalgamate the Parties under the tradename "IBIS HEALTHCARE" (the "Combination"). In order to effectuate this reorganization, the Board of Directors of GRACEPOINT and the Board of Trustees of COVE have agreed to cause (a) COVE to amend and restate its Articles of Incorporation and other organizational and governance documents to admit GRACEPOINT as the sole member of COVE upon the terms, and subject to the conditions, set forth in this Agreement, and (b) GRACEPOINT to amend and restate its Amended and Restated Articles of Incorporation and other organizational and governance documents to, among other things, change its corporate name to "IBIS HEALTHCARE" upon the terms, and subject to the conditions, set forth in this Agreement.

As a result of the Combination, immediately following the transaction, COVE will become a wholly-owned subsidiary of GRACEPOINT and GRACEPOINT shall be known as "IBIS HEALTHCARE." Moreover, it is the intention of the Parties that, following the Effective Time of the Combination, GRACEPOINT and COVE will amalgamate their respective operations into the GRACEPOINT legal entity in order to conduct operations on and after the Effective Time under the tradename "IBIS HEALTHCARE." The combined and amalgamated operations of GRACEPOINT and COVE are sometimes referred to herein as "IBIS HEALTHCARE" (referred to herein as "CombinedCo").

GRACEPOINT and COVE are each a Florida not for profit corporation exempt from taxation under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code, and in the business of providing behavioral health, mental health, primary care and addiction recovery services to the community (the "Business"). It is the intention of the Parties that the Combination will facilitate the continuation of each Party's respective charitable purpose. In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, the Parties hereto agree as follows:

OPERATIVE PROVISIONS

ARTICLE I

THE COMBINATION

1.1 The Combination. Subject to the terms and conditions of this Agreement, at the Effective Time, GRACEPOINT and COVE will be combined and amalgamated as follows:

(a) COVE shall amend its Articles of Incorporation to admit GRACEPOINT as the sole member of COVE in the form annexed hereto as Exhibit A;

(b) GRACEPOINT shall amend its Amended and Restated Articles of Incorporation to change its corporate name to "IBIS HEALTHCARE" in the form annexed hereto as Exhibit B;

(c) COVE shall adopt the Amended and Restated Bylaws in the form annexed hereto as Exhibit C; and

(d) GRACEPOINT shall adopt the Amended and Restated Bylaws in the form annexed hereto as Exhibit D.

1.2 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of BUSH ROSS, P.A. commencing at 9:00 a.m. local time on the later of the following dates: (a) June 30, 2025 (the "Targeted Closing Date") or (b) the Extended Closing Date, but in either event only following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself) (the "Closing Date"). The Chief Executive Officer of each Party has the option to extend the Targeted Closing Date for up to two (2) additional periods of ninety (90) days each (such extended closing date referred to herein as the "Extended Closing Date") by sending written notice to the other Party of the exercise of such option within five (5) business days prior to the Targeted Closing Date or the first Extended Closing Date, as applicable.

1.3 Actions at the Closing. At the Closing, (a) GRACEPOINT shall deliver to COVE the various certificates, instruments, and documents referred to in Section 6.2 below, (b) COVE shall deliver to GRACEPOINT the various certificates, instruments, and documents referred to in Section 6.1 below, and (c) GRACEPOINT and COVE shall file with the Florida Department of State the Amended and Restated Articles of Incorporation for each Party in the form attached hereto as Exhibit A and Exhibit B, respectively. The Combination shall become effective on the Closing Date (the "Effective Time" or the "Effective Date").

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF GRACEPOINT

GRACEPOINT represents and warrants to COVE that the statements contained in this Article II are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article II).

2.1 Organization, Qualification, and Corporate Power. GRACEPOINT is a not for profit corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. GRACEPOINT has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

2.2 Authorization of Transaction. GRACEPOINT will seek to obtain from its Board of Directors the Requisite GRACEPOINT Board Approval of this Agreement and the Combination. Accordingly, if that approval is obtained, GRACEPOINT will have full power and authority (including full corporate power and authority) to perform its obligations under this Agreement. Subject to obtaining the Requisite GRACEPOINT Board Approval, this Agreement constitutes the valid and legally binding obligation of GRACEPOINT, enforceable in accordance with its terms and conditions.

2.3 Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute,

regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which GRACEPOINT is subject or any provision of the charter or bylaws of GRACEPOINT or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which GRACEPOINT is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any security interest upon any of its assets) except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, failure to give notice, or security interest would not have a material adverse effect on the financial condition of GRACEPOINT taken as a whole or on the ability of the Parties to consummate the transactions contemplated by this Agreement. Except as set forth on Schedule 2.3, GRACEPOINT does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government, governmental agency or other Person in order for the Parties to consummate the transactions contemplated by this Agreement.

2.4 Brokers' Fees. GRACEPOINT has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

2.5 Financial Statements. GRACEPOINT has delivered to COVE: (a) an audited statement of financial position of GRACEPOINT as at June 30, 2023, and the related audited statements of activities and changes in net assets, functional expenses and cash flows for the fiscal year then ended, (b) an audited statement of financial position of GRACEPOINT as at June 30, 2024 (including the notes thereto, the "GRACEPOINT Balance Sheet"), and the related audited statements of activities and changes in net assets, functional expenses and cash flows for the fiscal year then ended, and (c) an unaudited statement of financial position of GRACEPOINT as at May 31, 2025 (the "GRACEPOINT Interim Balance Sheet") and the related unaudited statements of activities and changes in net assets, functional expenses and cash flows for the eleven (11) months then ended, including in each case the notes thereto (the foregoing are collectively referred to herein as the "GRACEPOINT Financial Statements"). The GRACEPOINT Financial Statements fairly present the financial condition and the results of operations, changes in net assets, and cash flows of GRACEPOINT as at the respective dates of and for the periods referred to in the GRACEPOINT Financial Statements, all in accordance with GAAP, subject, in the case of the interim financial statements, to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes (that, if presented, would not differ materially from those included in the audited financial statements). The GRACEPOINT Financial Statements referred to in this Section 2.5 reflect the consistent application of such accounting principles throughout the periods involved, except as disclosed in the notes to the GRACEPOINT Financial Statements. No financial statement of any Person other than GRACEPOINT is required by GAAP to be included in the GRACEPOINT Financial Statements.

2.6 Books and Records. The books of account, minute books and other records of GRACEPOINT, all of which have been made available to COVE, are complete and correct in all material aspects. The minute book of GRACEPOINT contains accurate and complete records of all meetings held of, and corporate action taken by the Board of Directors of GRACEPOINT, and committees of the Board of Directors of GRACEPOINT, and no meeting of any such Board of Directors or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of GRACEPOINT.

2.7 Title to Properties; Encumbrances. Schedule 2.7 contains a complete and accurate list of all real property and leaseholds of real property owned or held directly by GRACEPOINT. GRACEPOINT owns (with good and marketable title in the case of real property, subject only to the matters permitted by the following sentence) all the properties and assets (whether real, personal, or

mixed and whether tangible or intangible) that it purports to own located in the facilities owned or operated by GRACEPOINT or reflected as owned in the books and records of GRACEPOINT, including all of the properties and assets reflected in the GRACEPOINT Balance Sheet and the GRACEPOINT Interim Balance Sheet (except for assets held under capitalized leases set forth in the GRACEPOINT Balance Sheet and GRACEPOINT Interim Balance Sheet and personal property sold since the date of the GRACEPOINT Balance Sheet and the GRACEPOINT Interim Balance Sheet, as the case may be, in the Ordinary Course of Business), and all of the properties and assets purchased or otherwise acquired by GRACEPOINT since the date of the GRACEPOINT Balance Sheet (except for personal property acquired and sold since the date of the GRACEPOINT Balance Sheet in the Ordinary Course of Business and consistent with past practice). All material properties and assets reflected in the GRACEPOINT Balance Sheet and the GRACEPOINT Interim Balance Sheet are free and clear of all Encumbrances and are not, in the case of real property, subject to any rights of way, building use restrictions, exceptions, variances, reservations, or limitations of any nature except, with respect to all such properties and assets, (a) mortgages or security interests shown on the GRACEPOINT Balance Sheet or the GRACEPOINT Interim Balance Sheet as securing specified liabilities or obligations, with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, (b) mortgages or security interests incurred in connection with the purchase of property or assets after the date of the GRACEPOINT Interim Balance Sheet (such mortgages and security interests being limited to the property or assets so acquired), with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, (c) liens for current taxes not yet due, and (d) with respect to real property, (i) minor imperfections of title, if any, none of which is substantial in amount, materially detracts from the value or impairs the use of the property subject thereto, or impairs the operations of GRACEPOINT, and (ii) zoning laws and other land use restrictions that do not impair the present or anticipated use of the property subject thereto. All buildings, plants, and structures owned by GRACEPOINT lie wholly within the boundaries of the real property owned by GRACEPOINT and do not encroach upon the property of, or otherwise conflict with the property rights of, any other Person.

2.8 Subsidiaries. Except as set forth on Schedule 2.8, GRACEPOINT does not own and has not owned, either directly or indirectly, any interest or investment (whether debt or equity) in or been a member of any corporation, partnership, joint venture, business trust or other entity during the previous twelve (12) month period.

2.9 Taxes.

(a) GRACEPOINT has filed or caused to be filed (on a timely basis since July 1, 2019) all Tax Returns that are or were required to be filed by or with respect to it, pursuant to applicable Legal Requirements. GRACEPOINT has delivered or made available to COVE copies of, and Schedule 2.9 contains a complete and accurate list of, all such Tax Returns filed since July 1, 2019. GRACEPOINT has paid, or made provision for the payment of, all Taxes that have or may have become due pursuant to those Tax Returns or otherwise, or pursuant to any assessment received by GRACEPOINT, except such Taxes, if any, as are listed in Schedule 2.9 and are being contested in good faith and as to which adequate reserves (determined in accordance with GAAP) have been provided in the GRACEPOINT Balance Sheet and the GRACEPOINT Interim Balance Sheet.

(b) The charges, accruals, and reserves with respect to Taxes on the books of GRACEPOINT are adequate (determined in accordance with GAAP) and are at least equal to GRACEPOINT's liability for Taxes. There exists no proposed tax assessment against GRACEPOINT except as disclosed in the GRACEPOINT Balance Sheet or in Schedule 2.9. All Taxes that GRACEPOINT is or was required by Legal Requirements to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

(c) All Tax Returns filed by GRACEPOINT are true, correct, and complete.

(d) GRACEPOINT has provided COVE with a letter from the IRS which recognizes that GRACEPOINT is exempt from United States federal income taxes under Section 501(a) of the Code as an organization described under Section 501(c)(3) of the Code and not a “private foundation” as such term is defined in Section 509 of the Code (the “GRACEPOINT Determination Letter”). The GRACEPOINT Determination Letter has not been modified, limited or revoked, in whole or in part, and GRACEPOINT has not been notified that the IRS is proposing to revoke, modify or limit the GRACEPOINT Determination Letter. There is no pending request by GRACEPOINT for a redetermination or modification of tax-exempt status as an organization described in Section 501(c)(3) of the Code. GRACEPOINT is in compliance with all of the terms, conditions, and limitations contained in the GRACEPOINT Determination Letter, if any, and GRACEPOINT has not engaged in any activity or conduct of such nature that would warrant modification, limitation or revocation of the GRACEPOINT Determination Letter. GRACEPOINT has not been notified that the IRS is proposing to investigate its continued qualification as an organization described in Section 501(c)(3) of the Code or that there are any administrative or judicial proceedings pending or threatened which may adversely affect the classification of it as an organization described in Section 501(c)(3) of the Code and not a private foundation under Section 509 of the Code. GRACEPOINT has made all filings necessary to maintain its status as an organization described in Section 501(c)(3) of the Code.

2.10 No Material Adverse Change. Since the date of the GRACEPOINT Interim Balance Sheet, there has not been any material adverse change in the business, operations, properties, prospects, assets, or condition of GRACEPOINT, and no event has occurred or circumstance exists that may result in such a material adverse change.

2.11 Employee Benefits.

(a) Except as otherwise set forth on Schedule 2.11, GRACEPOINT has no employee benefit plans, including, but not limited to: (i) any plan described in Section 3(3) of ERISA; or (ii) any obligation, arrangement, or customary practice, whether or not legally enforceable, to provide benefits, other than salary, as compensation for services rendered, to present or former employees, or agents, such as consulting agreements under which the compensation paid does not depend upon the amount of service rendered, vacation pay policies, sabbatical policies, severance payment policies, health benefit plans, insurance policies, and fringe benefits within the meaning of Section 132 of the Code.

(b) GRACEPOINT has no liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) to any Person for any employee benefit plan set forth in clause (a) above, except for liabilities or obligations reflected or reserved against in the GRACEPOINT Balance Sheet or the GRACEPOINT Interim Balance Sheet and current liabilities incurred in the Ordinary Course of Business since the respective dates thereof.

2.12 Compliance With Legal Requirements; Governmental Authorizations.

(a) Except as set forth in Schedule 2.12:

(i) GRACEPOINT is, and at all times since January 1, 2023 has been, in material compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets;

(ii) no event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a material violation by GRACEPOINT of, or a material failure on the part of GRACEPOINT to comply with, any Legal Requirement, or (B) may give rise to any obligation on the part of GRACEPOINT to

undertake, or to bear all or any portion of the cost of, any material remedial action of any nature; and

(iii) GRACEPOINT has not received, at any time since January 1, 2023, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential material violation of, or failure to materially comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential material obligation on the part of GRACEPOINT to undertake, or to bear all or any portion of the cost of, any material remedial action of any nature.

(b) Schedule 2.12 contains a complete and accurate list of each Governmental Authorization that is held by GRACEPOINT or that otherwise relates to the business of, or to any of the assets owned or used by, GRACEPOINT. Each Governmental Authorization listed or required to be listed on Schedule 2.12 is valid and in full force and effect. Except as set forth on Schedule 2.12:

(i) GRACEPOINT is, and at all times since January 1, 2023 has been, in material compliance with all of the terms and requirements of each Governmental Authorization identified or required to be identified on Schedule 2.12;

(ii) no event has occurred or circumstance exists that may (with or without notice or lapse of time) (A) constitute or result directly or indirectly in a material violation of or a failure to materially comply with any term or requirement of any Governmental Authorization listed or required to be listed on Schedule 2.12, or (B) result, directly or indirectly, in the revocation, withdrawal, suspension, cancellation, or termination of, or any modification to, any Governmental Authorization listed or required to be listed on Schedule 2.12;

(iii) GRACEPOINT has not received, at any time since January 1, 2023, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential material violation of or failure to materially comply with any term or requirement of any Governmental Authorization, or (B) any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification to any Governmental Authorization; and

(iv) all applications required to have been filed for the renewal of the Governmental Authorizations listed or required to be listed on Schedule 2.12 have been duly filed on a timely basis with the appropriate Governmental Bodies, and all other filings required to have been made with respect to such Governmental Authorizations have been duly made on a timely basis with the appropriate Governmental Bodies.

Notwithstanding anything to the contrary herein, the representations and warranties set forth in this Section 2.12 shall not apply to any matters that are the subject of a corrective action plan established by a Governmental Authority provided that GRACEPOINT has complied with all requirements of such corrective action plan within the applicable time periods set forth therein.

The Governmental Authorizations listed on Schedule 2.12 collectively constitute all of the Governmental Authorizations necessary to permit GRACEPOINT to lawfully conduct and operate its businesses in the manner it currently conducts and operates its business and to permit GRACEPOINT to own and use its assets in the manner in which it currently owns and uses such assets.

2.13 Legal Proceedings; Orders.

- (a) Except as set forth on Schedule 2.13, there is no pending Proceeding:
 - (i) that has been commenced by or against GRACEPOINT or that otherwise relates to or may affect the business of, or any of the assets owned or used by, GRACEPOINT; or
 - (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

To the Knowledge of GRACEPOINT, [A] no such Proceeding has been Threatened, and [B] no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding. GRACEPOINT has delivered or made available to COVE copies of all pleadings, correspondence, and other documents relating to each Proceeding listed on Schedule 2.13. The Proceedings listed on Schedule 2.13 will not have a material adverse effect on the business, operations, assets, condition, or prospects of GRACEPOINT.

- (b) Except as set forth on Schedule 2.13:
 - (i) there is no Order to which GRACEPOINT, or any of the assets owned or used by GRACEPOINT, is subject; and
 - (ii) no officer, director, trustee, agent, or employee of GRACEPOINT is subject to any Order that prohibits such officer, director, trustee, agent, or employee from engaging in or continuing any conduct, activity, or practice relating to the business of GRACEPOINT.
- (c) Except as set forth on Schedule 2.13:
 - (i) GRACEPOINT is, and at all times since January 1, 2023 has been, in substantial compliance with all of the terms and requirements of each Order to which it, or any of the assets owned or used by it, is or has been subject;
 - (ii) no event has occurred or circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation of or failure to comply with any term or requirement of any Order to which GRACEPOINT, or any of the assets owned or used by GRACEPOINT, is subject; and
 - (iii) GRACEPOINT has not received, at any time since January 1, 2023, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any term or requirement of any Order to which GRACEPOINT, or any of the assets owned or used by GRACEPOINT, is or has been subject.

2.14 Government Program Participation; Private Programs; Reimbursement.

- (a) The GRACEPOINT Facilities are certified for participation in the Government Programs and have current and valid GRACEPOINT Payor Agreements with such Government Programs from which GRACEPOINT presently receives payments on account of services provided by the GRACEPOINT Facilities or the Practitioners who have reassigned their right to bill to GRACEPOINT,

and GRACEPOINT is party to, or is otherwise entitled to bill under, current GRACEPOINT Payor Agreements with certain private non-governmental payors or programs, including any private insurance payor or program, self-insured employer, or other third-party payor (each a “GRACEPOINT Private Program”), under which GRACEPOINT directly or indirectly receives payments, each as set forth on Schedule 2.14(a). GRACEPOINT has delivered accurate and complete copies of all GRACEPOINT Payor Agreements to KSM CPAs & Advisors. The GRACEPOINT Facilities have been for the six (6) fiscal years immediately preceding the date hereof and are in material compliance with the conditions of participation or conditions for coverage, as applicable, in the Government Programs and GRACEPOINT Private Programs and with the terms, conditions, and provisions of the GRACEPOINT Payor Agreements. The GRACEPOINT Payor Agreements are each in full force and effect, and, to the Knowledge of GRACEPOINT, no events or facts exist that would cause any GRACEPOINT Payor Agreement to be suspended, terminated, restricted or withdrawn. During the six (6) years immediately preceding the date hereof, GRACEPOINT has not received notice from any Government Program or GRACEPOINT Private Program to the effect that it intends to cease or materially alter its business relationship with GRACEPOINT (whether as a result of the Combination or otherwise). No Government Program or GRACEPOINT Private Program (i) has indicated its intent to cancel or otherwise substantially modify its relationship with GRACEPOINT, or (ii) has advised GRACEPOINT of any material problem or dispute. GRACEPOINT has received all permits and approvals necessary for reimbursement of the GRACEPOINT Facilities by the Government Programs and GRACEPOINT Private Programs. During the six (6) years immediately preceding the date hereof, all billing practices of GRACEPOINT with respect to all Government Programs and GRACEPOINT Private Programs have been conducted in material compliance with all applicable law and the billing guidelines of such Government Programs or GRACEPOINT Private Programs. Neither GRACEPOINT nor the GRACEPOINT Facilities have billed or received any payment or reimbursement in excess of amounts allowed by applicable law or the billing guidelines of any GRACEPOINT Private Programs or Government Programs. There is no Proceeding, survey, or other action pending, or, to the Knowledge of GRACEPOINT, threatened, involving any Government Program or any GRACEPOINT Private Program, including the GRACEPOINT Facilities’ participation in and the reimbursement received by GRACEPOINT and the GRACEPOINT Facilities from the Government Programs or any GRACEPOINT Private Program, and no event has occurred during the six (6) years immediately preceding the date hereof, and, to the Knowledge of GRACEPOINT, no circumstance exists that would reasonably be expected to result, directly or indirectly, in any such Proceedings, surveys, or actions. Neither GRACEPOINT nor any GRACEPOINT employee, Employed Practitioner, former employee or current or former officer, director or trustee of GRACEPOINT, or, to the Knowledge of GRACEPOINT, any non-Employed Practitioner, has committed a material violation of any applicable law relating to payments and reimbursements under any Government Program or any GRACEPOINT Private Program during the six (6) fiscal years immediately preceding the date hereof. Schedule 2.14(a) contains a list of all national provider identifiers (NPIs) and all provider numbers under the Government Programs issued to and held by GRACEPOINT and the GRACEPOINT Facilities, all of which are in full force and effect. Neither GRACEPOINT, nor any managing employee or officer, director or trustee of GRACEPOINT has knowingly or willfully made or caused to be made a false statement or representation of a material fact in any report, data or other information supporting GRACEPOINT’s CMS Reporting.

(b) Except as set forth on Schedule 2.14(b), for the six (6) Federal Fiscal Years or calendar years, as applicable, immediately preceding the date hereof, with respect to applicable reporting periods, GRACEPOINT has timely filed all reports, data, and other information required to be filed with CMS (or public or private data registry) (i) regarding GRACEPOINT’s CMS Reporting obligations in support of GRACEPOINT’s right to receive payments from Medicare or Medicaid; and (ii) as required by CMS Reporting and/or Government Programs, regarding GRACEPOINT’s participation in CMS Reporting, and all reports, data and other information submitted by GRACEPOINT in support of its attestations and reporting under CMS Reporting, CMS Program Payments and/or Government Programs

are, in all material respects, accurate, correct and support its attestations and reporting, as applicable, and support its claims for CMS payments, achievement of positive or avoidance of negative payment adjustments, and payment of bonuses or incentives. During the six (6) fiscal years immediately preceding the date hereof, neither GRACEPOINT, nor any officer, director or trustee of GRACEPOINT, or, to the Knowledge of GRACEPOINT, any employee of GRACEPOINT, has knowingly and willfully made or caused to be made a false statement or representation of a material fact in any report, data, and other information supporting GRACEPOINT's attestations and reporting under GRACEPOINT's CMS Reporting or other filings for CMS Program Payments and/or Government Programs.

(c) Neither GRACEPOINT, nor to GRACEPOINT's Knowledge, any partner, member, director, trustee officer or employee of GRACEPOINT, nor any agent acting on behalf of or for the benefit of any of the foregoing, has directly or indirectly in connection with the Business in violation of any Legal Requirements: (i) offered or paid any remuneration, in cash or in kind, to, or made any financial arrangements with, any past, present or potential customers, past or present suppliers, patients, medical staff members, contractors or third party payors of GRACEPOINT; (ii) given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) to any customer or potential customer, supplier or potential supplier, contractor, third party payor or any other Person; (iii) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent where either the contribution, payment or gift or the purpose of such contribution, payment or gift is or was illegal under the Legal Requirements of the United States or under the Legal Requirements of any state or any other Governmental Authority having jurisdiction over such payment, contribution or gift; (iv) established or maintained any unrecorded fund or asset for any purpose or made any misleading, false or artificial entries on any of its books or records for any reason; or (v) made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any payment to any Person with the intention or understanding that any part of such payment would be used for any purpose other than that described on the documents supporting such payment.

(d) Neither GRACEPOINT nor any partner, member, director, trustee, officer or employee of GRACEPOINT is a party to any contract (including any joint venture or consulting agreement) related to GRACEPOINT, its Business with any physician, healthcare facility, hospital, nursing facility, home health agency or other Person who is in a position to make or influence referrals to or otherwise generate business for GRACEPOINT, to provide services, lease space, lease equipment or engage in any other venture or activity, to the extent that any of the foregoing is prohibited by Legal Requirements.

(e) GRACEPOINT is in compliance with the Medicare Fraud and Abuse Amendments of 1977, as amended by the Medicare Patient and Program Protection Act of 1987 (i.e., the Anti-Kickback Statute), federal prohibitions on physician "self-referrals" (i.e., the Stark Law), the Health Insurance Portability and Accountability Act of 1996 (i.e., HIPAA), the civil monetary penalties law, 42 U.S.C. § 1320a-7a(b), the Federal False Claims Act, 42 U.S.C. §§ 3729 – 3733, and any and all Orders.

Notwithstanding anything to the contrary herein, the representations and warranties set forth in Section 2.14(a), Section 2.14(b) and Section 2.14(e) above shall not apply to any matters that are the subject of a corrective action plan established by a Governmental Authority provided that GRACEPOINT has complied with all requirements of such corrective action plan within the applicable time periods set forth therein.

2.15 Contracts; No Defaults.

(a) Schedule 2.15 contains a complete and accurate list, and GRACEPOINT has delivered or made available to COVE and/or KSM CPAs & Advisors true and complete copies, of:

(i) each Applicable Contract that involves performance of services or delivery of goods or materials by GRACEPOINT of an amount or value in excess of \$1,000,000;

(ii) each Applicable Contract that was not entered into in the Ordinary Course of Business and that involves expenditures or receipts in excess of \$50,000;

(iii) each lease (other than those certain low income rental property leases to which GRACEPOINT is a party), rental or occupancy agreement, license, installment and conditional sale agreement, mortgage, and other Applicable Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property owned or held directly by GRACEPOINT (except personal property leases having a value per item or aggregate payments of less than \$50,000 and with terms of less than one year);

(iv) each licensing agreement or other Applicable Contract with respect to patents, trademarks, copyrights, or other intellectual property, including agreements with current or former employees, consultants, or contractors regarding the appropriation or the non-disclosure of any intellectual property;

(v) each collective bargaining agreement and other Applicable Contract to or with any labor union or other employee representative of a group of employees;

(vi) each joint venture, partnership, and other Applicable Contract (however named) involving a sharing of profits, losses, costs, or liabilities by GRACEPOINT with any other Person;

(vii) each Applicable Contract containing covenants that in any way purport to restrict the business activity of GRACEPOINT or any affiliate of GRACEPOINT or limit the freedom of GRACEPOINT or any affiliate of GRACEPOINT to engage in any line of business or to compete with any Person;

(viii) each Applicable Contract providing for payments to or by any Person based on sales, purchases, or profits, other than direct payments for goods;

(ix) each Applicable Contract for capital expenditures in excess of \$125,000;

(x) each written warranty, guaranty, and or other similar undertaking with respect to contractual performance extended by GRACEPOINT other than in the Ordinary Course of Business; and

(xi) each amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing.

(b) Except as set forth on Schedule 2.15, no Related Person has or may acquire any rights under any Contract that relates to the business of, or any of the assets owned or used by, GRACEPOINT.

(c) Except as set forth on Schedule 2.15, each Contract identified or required to be identified on Schedule 2.15 is in full force and effect and is valid and enforceable in accordance with its terms.

(d) Except as set forth on Schedule 2.15:

(i) GRACEPOINT is, and at all times since January 1, 2023 has been, in material compliance with all applicable terms and requirements of each Contract under which GRACEPOINT has or had any obligation or liability or by which GRACEPOINT or any of the assets owned or used by GRACEPOINT is or was bound;

(ii) each other Person that has or had any obligation or liability under any Contract under which GRACEPOINT has or had any rights is, and at all times since January 1, 2023 has been, in material compliance with all applicable terms and requirements of such Contract;

(iii) no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a material violation or breach of, or give GRACEPOINT or other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Applicable Contract; and

(iv) GRACEPOINT has not given to or received from any other Person, at any time since January 1, 2023, any notice or other communication (whether oral or written) regarding any actual, alleged, possible, or potential material violation or breach of, or default under, any Contract.

Notwithstanding anything to the contrary herein, the representations and warranties set forth in this Section 2.15(d) shall not apply to any matters that are the subject of a corrective action plan established by a Governmental Authority provided that GRACEPOINT has complied with all requirements of such corrective action plan within the applicable time periods set forth therein.

(e) There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to GRACEPOINT under current or completed Contracts with any Person and no such Person has made written demand for such renegotiation.

(f) The Contracts relating to the sale, design, manufacture, or provision of products or services by GRACEPOINT have been entered into in the Ordinary Course of Business and have been entered into without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation of any Legal Requirement.

2.16 Environmental Matters. Except as set forth on Schedule 2.16, GRACEPOINT is, and at all times has been, in full compliance with, and has not been and is not in violation of or liable under, any Environmental Law. GRACEPOINT has no basis to expect, nor has it or any other Person for whose conduct it is or may be held to be responsible received, any actual or Threatened order, notice, or other communication from any Person, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or Threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the properties or assets (whether real, personal, or mixed) in which GRACEPOINT has had an interest.

2.17 Trademarks.

(a) Schedule 2.17 contains a complete and accurate list and summary description of all Marks of GRACEPOINT. GRACEPOINT is the owner of all right, title, and interest in and to each of the Marks set forth in Schedule 2.17, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims.

(b) All Marks of GRACEPOINT that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date.

(c) No Mark of GRACEPOINT has been or is now involved in any opposition, invalidation, or cancellation and, to GRACEPOINT's Knowledge, no such action is Threatened with the respect to any of the Marks of GRACEPOINT.

(d) To GRACEPOINT's Knowledge, there is no potentially interfering trademark or trademark application of any third party.

(e) No Mark of GRACEPOINT is infringed or, to GRACEPOINT's Knowledge, has been challenged or threatened in any way. None of the Marks used by GRACEPOINT infringes or is alleged to infringe any trade name, trademark, or service mark of any third party.

(f) All products and materials containing a Mark of GRACEPOINT bear the proper federal registration notice where permitted by law.

2.18 Disclosure.

(a) No representation or warranty of GRACEPOINT in this Agreement omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) No notice given pursuant to this Agreement by GRACEPOINT will contain any untrue statement or omit to state a material fact necessary to make the statements therein or in this Agreement, in light of the circumstances in which they were made, not misleading.

(c) There is no fact known to GRACEPOINT that has specific application to GRACEPOINT (other than general economic or industry conditions) and that materially adversely affects or, as far as GRACEPOINT can reasonably foresee, materially threatens, the assets, business, prospects, financial condition, or results of operations of GRACEPOINT that has not been set forth in this Agreement.

2.19 Relationships With Related Persons. Except as set forth on Schedule 2.19, no Related Person has or had any interest in any property (whether real, personal, or mixed and whether tangible or intangible) used in or pertaining to GRACEPOINT's businesses. No Related Person of GRACEPOINT is, or has owned (of record or as a beneficial owner) an equity interest or any other financial or profit interest in, a Person that has (a) had business dealings or a material financial interest in any transaction with GRACEPOINT, or (b) engaged in competition with GRACEPOINT with respect to any line of the products or services of GRACEPOINT in any market presently served by GRACEPOINT. Except as set forth on Schedule 2.19, no Related Person of GRACEPOINT is a party to any Contract with, or has any claim or right against, GRACEPOINT.

2.20 No Undisclosed Liabilities. Except as set forth in Schedule 2.20, GRACEPOINT has no liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations reflected or reserved against in the GRACEPOINT Balance Sheet or the GRACEPOINT Interim Balance Sheet and current liabilities incurred in the Ordinary Course of Business since the respective dates thereof.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF COVE

COVE represents and warrants to GRACEPOINT that the statements contained in this Article III are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article III).

3.1 Organization, Qualification, and Corporate Power. COVE is a not for profit corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. COVE has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

3.2 Authorization of Transaction. COVE will seek to obtain from its Board of Trustees the Requisite COVE Board Approval of this Agreement and the Combination. Accordingly, if that approval is obtained, COVE will have full power and authority (including full corporate power and authority) to perform its obligations under this Agreement. Subject to obtaining the Requisite COVE Board Approval, this Agreement constitutes the valid and legally binding obligation of COVE, enforceable in accordance with its terms and conditions.

3.3 Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which COVE is subject or any provision of the charter or bylaws of COVE or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which COVE is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any security interest upon any of its assets) except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, failure to give notice, or security interest would not have a material adverse effect on the financial condition of COVE taken as a whole or on the ability of the Parties to consummate the transactions contemplated by this Agreement. Except as set forth on Schedule 3.3, COVE does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government, governmental agency or other Person in order for the Parties to consummate the transactions contemplated by this Agreement.

3.4 Brokers' Fees. COVE has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

3.5 Financial Statements. COVE has delivered to GRACEPOINT: (a) an audited statement of financial position of COVE as at June 30, 2023, and the related audited statements of activities and changes in net assets, functional expenses and cash flows for the fiscal year then ended, (b) an audited statement of financial position of COVE as at June 30, 2024 (including the notes thereto, the "COVE

Balance Sheet”), and the related audited statements of activities and changes in net assets, functional expenses and cash flows for the fiscal year then ended, and (c) an unaudited statement of financial position of COVE as at May 31, 2025 (the “COVE Interim Balance Sheet”) and the related unaudited statements of activities and changes in net assets, functional expenses and cash flows for the eleven (11) months then ended, including in each case the notes thereto (the foregoing are collectively referred to herein as the “COVE Financial Statements”). The COVE Financial Statements fairly present the financial condition and the results of operations, changes in net assets, and cash flows of COVE as at the respective dates of and for the periods referred to in the COVE Financial Statements, all in accordance with GAAP, subject, in the case of the interim financial statements, to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes (that, if presented, would not differ materially from those included in the audited financial statements). The COVE Financial Statements referred to in this Section 3.5 reflect the consistent application of such accounting principles throughout the periods involved, except as disclosed in the notes to the COVE Financial Statements. No financial statement of any Person other than COVE is required by GAAP to be included in the COVE Financial Statements.

3.6 Books and Records. The books of account, minute books and other records of COVE, all of which have been made available to GRACEPOINT, are complete and correct in all material aspects. The minute book of COVE contains accurate and complete records of all meetings held of, and corporate action taken by the Board of Trustees of COVE, and committees of the Board of Trustees of COVE, and no meeting of any such Board of Trustees or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of COVE.

3.7 Title to Properties; Encumbrances. Schedule 3.7 contains a complete and accurate list of all real property and leaseholds of real property owned or held directly by COVE. COVE owns (with good and marketable title in the case of real property, subject only to the matters permitted by the following sentence) all the properties and assets (whether real, personal, or mixed and whether tangible or intangible) that it purports to own located in the facilities owned or operated by COVE or reflected as owned in the books and records of COVE, including all of the properties and assets reflected in the COVE Balance Sheet and the COVE Interim Balance Sheet (except for assets held under capitalized leases set forth in the COVE Balance Sheet and COVE Interim Balance Sheet and personal property sold since the date of the COVE Balance Sheet and the COVE Interim Balance Sheet, as the case may be, in the Ordinary Course of Business), and all of the properties and assets purchased or otherwise acquired by COVE since the date of the COVE Balance Sheet (except for personal property acquired and sold since the date of the COVE Balance Sheet in the Ordinary Course of Business and consistent with past practice). All material properties and assets reflected in the COVE Balance Sheet and the COVE Interim Balance Sheet are free and clear of all Encumbrances and are not, in the case of real property, subject to any rights of way, building use restrictions, exceptions, variances, reservations, or limitations of any nature except, with respect to all such properties and assets, (a) mortgages or security interests shown on the COVE Balance Sheet or the COVE Interim Balance Sheet as securing specified liabilities or obligations, with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, (b) mortgages or security interests incurred in connection with the purchase of property or assets after the date of the COVE Interim Balance Sheet (such mortgages and security interests being limited to the property or assets so acquired), with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, (c) liens for current taxes not yet due, and (d) with respect to real property, (i) minor imperfections of title, if any, none of which is substantial in amount, materially detracts from the value or impairs the use of the property subject thereto, or impairs the operations of COVE, and (ii) zoning laws and other land use restrictions that do not impair the present or anticipated use of the property subject thereto. All buildings, plants, and structures owned

by COVE lie wholly within the boundaries of the real property owned by COVE and do not encroach upon the property of, or otherwise conflict with the property rights of, any other Person.

3.8 Subsidiaries. Except as set forth on Schedule 3.8, COVE does not own and has not owned, either directly or indirectly, any interest or investment (whether debt or equity) in or been a member of any corporation, partnership, joint venture, business trust or other entity during the previous twelve (12) month period.

3.9 Taxes.

(a) COVE has filed or caused to be filed (on a timely basis since July 1, 2019) all Tax Returns that are or were required to be filed by or with respect to it, pursuant to applicable Legal Requirements. COVE has delivered or made available to GRACEPOINT copies of, and Schedule 3.9 contains a complete and accurate list of, all such Tax Returns filed since July 1, 2019. COVE has paid, or made provision for the payment of, all Taxes that have or may have become due pursuant to those Tax Returns or otherwise, or pursuant to any assessment received by COVE, except such Taxes, if any, as are listed in Schedule 3.9 and are being contested in good faith and as to which adequate reserves (determined in accordance with GAAP) have been provided in the COVE Balance Sheet and the COVE Interim Balance Sheet.

(b) The charges, accruals, and reserves with respect to Taxes on the books of COVE are adequate (determined in accordance with GAAP) and are at least equal to COVE's liability for Taxes. There exists no proposed tax assessment against COVE except as disclosed in the COVE Balance Sheet or in Schedule 3.9. All Taxes that COVE is or was required by Legal Requirements to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

(c) All Tax Returns filed by COVE are true, correct, and complete.

(d) COVE has provided GRACEPOINT with a letter from the IRS which recognizes that COVE is exempt from United States federal income taxes under Section 501(a) of the Code as an organization described under Section 501(c)(3) of the Code and not a "private foundation" as such term is defined in Section 509 of the Code (the "COVE Determination Letter"). The COVE Determination Letter has not been modified, limited or revoked, in whole or in part, and COVE has not been notified that the IRS is proposing to revoke, modify or limit the COVE Determination Letter. There is no pending request by COVE for a redetermination or modification of tax-exempt status as an organization described in Section 501(c)(3) of the Code. COVE is in compliance with all of the terms, conditions, and limitations contained in the COVE Determination Letter, if any, and COVE has not engaged in any activity or conduct of such nature that would warrant modification, limitation or revocation of the COVE Determination Letter. COVE has not been notified that the IRS is proposing to investigate its continued qualification as an organization described in Section 501(c)(3) of the Code or that there are any administrative or judicial proceedings pending or threatened which may adversely affect the classification of it as an organization described in Section 501(c)(3) of the Code and not a private foundation under Section 509 of the Code. COVE has made all filings necessary to maintain its status as an organization described in Section 501(c)(3) of the Code.

3.10 No Material Adverse Change. Since the date of the COVE Interim Balance Sheet, there has not been any material adverse change in the business, operations, properties, prospects, assets, or condition of COVE, and no event has occurred or circumstance exists that may result in such a material adverse change.

3.11 Employee Benefits.

(a) Except as otherwise set forth on Schedule 3.11, COVE has no employee benefit plans, including, but not limited to: (i) any plan described in Section 3(3) of ERISA; or (ii) any obligation, arrangement, or customary practice, whether or not legally enforceable, to provide benefits, other than salary, as compensation for services rendered, to present or former employees, or agents, such as consulting agreements under which the compensation paid does not depend upon the amount of service rendered, vacation pay policies, sabbatical policies, severance payment policies, health benefit plans, insurance policies, and fringe benefits within the meaning of Section 132 of the Code.

(b) COVE has no liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) to any Person for any employee benefit plan set forth in clause (a) above, except for liabilities or obligations reflected or reserved against in the COVE Balance Sheet or the COVE Interim Balance Sheet and current liabilities incurred in the Ordinary Course of Business since the respective dates thereof.

3.12 Compliance With Legal Requirements: Governmental Authorizations.

(a) Except as set forth in Schedule 3.12:

(i) COVE is, and at all times since January 1, 2023 has been, in material compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets;

(ii) no event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a material violation by COVE of, or a material failure on the part of COVE to comply with, any Legal Requirement, or (B) may give rise to any obligation on the part of COVE to undertake, or to bear all or any portion of the cost of, any material remedial action of any nature; and

(iii) COVE has not received, at any time since January 1, 2023, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential material violation of, or failure to materially comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential material obligation on the part of COVE to undertake, or to bear all or any portion of the cost of, any material remedial action of any nature.

(b) Schedule 3.12 contains a complete and accurate list of each Governmental Authorization that is held by COVE or that otherwise relates to the business of, or to any of the assets owned or used by, COVE. Each Governmental Authorization listed or required to be listed on Schedule 3.12 is valid and in full force and effect. Except as set forth on Schedule 3.12:

(i) COVE is, and at all times since January 1, 2023 has been, in material compliance with all of the terms and requirements of each Governmental Authorization identified or required to be identified on Schedule 3.12;

(ii) no event has occurred or circumstance exists that may (with or without notice or lapse of time) (A) constitute or result directly or indirectly in a material violation of or a failure to materially comply with any term or requirement of any Governmental Authorization listed or required to be listed on Schedule 3.12, or (B) result, directly or indirectly, in the revocation, withdrawal, suspension, cancellation, or termination of, or any modification to, any Governmental Authorization listed or required to be listed on Schedule 3.12;

(iii) COVE has not received, at any time since January 1, 2023, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential material violation of or failure to materially comply with any term or requirement of any Governmental Authorization, or (B) any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification to any Governmental Authorization; and

(iv) all applications required to have been filed for the renewal of the Governmental Authorizations listed or required to be listed on Schedule 3.12 have been duly filed on a timely basis with the appropriate Governmental Bodies, and all other filings required to have been made with respect to such Governmental Authorizations have been duly made on a timely basis with the appropriate Governmental Bodies.

Notwithstanding anything to the contrary herein, the representations and warranties set forth in this Section 3.12 shall not apply to any matters that are the subject of a corrective action plan established by a Governmental Authority provided that COVE has complied with all requirements of such corrective action plan within the applicable time periods set forth therein.

The Governmental Authorizations listed on Schedule 3.12 collectively constitute all of the Governmental Authorizations necessary to permit COVE to lawfully conduct and operate its businesses in the manner it currently conducts and operates its business and to permit COVE to own and use its assets in the manner in which it currently owns and uses such assets.

3.13 Legal Proceedings: Orders.

(a) Except as set forth on Schedule 3.13, there is no pending Proceeding:

(i) that has been commenced by or against COVE or that otherwise relates to or may affect the business of, or any of the assets owned or used by, COVE; or

(ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

To the Knowledge of COVE, [A] no such Proceeding has been Threatened, and [B] no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding. COVE has delivered or made available to GRACEPOINT copies of all pleadings, correspondence, and other documents relating to each Proceeding listed on Schedule 3.13. The Proceedings listed on Schedule 3.13 will not have a material adverse effect on the business, operations, assets, condition, or prospects of COVE.

(b) Except as set forth on Schedule 3.13:

(i) there is no Order to which COVE, or any of the assets owned or used by COVE, is subject; and

(ii) no officer, director, trustee, agent, or employee of COVE is subject to any Order that prohibits such officer, director, trustee, agent, or employee from engaging in or continuing any conduct, activity, or practice relating to the business of COVE.

(c) Except as set forth on Schedule 3.13:

(i) COVE is, and at all times since January 1, 2023 has been, in substantial compliance with all of the terms and requirements of each Order to which it, or any of the assets owned or used by it, is or has been subject;

(ii) no event has occurred or circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation of or failure to comply with any term or requirement of any Order to which COVE, or any of the assets owned or used by COVE, is subject; and

(iii) COVE has not received, at any time since January 1, 2023, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any term or requirement of any Order to which COVE, or any of the assets owned or used by COVE, is or has been subject.

3.14 Government Program Participation; Private Programs; Reimbursement.

(a) The COVE Facilities are certified for participation in the Government Programs and have current and valid COVE Payor Agreements with such Government Programs from which COVE presently receives payments on account of services provided by the COVE Facilities or the Practitioners who have reassigned their right to bill to COVE, and COVE is party to, or is otherwise entitled to bill under, current COVE Payor Agreements with certain private non-governmental payors or programs, including any private insurance payor or program, self-insured employer, or other third-party payor (each a "COVE Private Program"), under which COVE directly or indirectly receives payments, each as set forth on Schedule 3.14(a). COVE has delivered accurate and complete copies of all COVE Payor Agreements to KSM CPAs & Advisors. The COVE Facilities have been for the six (6) fiscal years immediately preceding the date hereof and are in material compliance with the conditions of participation or conditions for coverage, as applicable, in the Government Programs and COVE Private Programs and with the terms, conditions, and provisions of the COVE Payor Agreements. The COVE Payor Agreements are each in full force and effect, and, to the Knowledge of COVE, no events or facts exist that would cause any COVE Payor Agreement to be suspended, terminated, restricted or withdrawn. During the six (6) years immediately preceding the date hereof, COVE has not received notice from any Government Program or COVE Private Program to the effect that it intends to cease or materially alter its business relationship with COVE (whether as a result of the Combination or otherwise). No Government Program or COVE Private Program (i) has indicated its intent to cancel or otherwise substantially modify its relationship with COVE, or (ii) has advised COVE of any material problem or dispute. COVE has received all permits and approvals necessary for reimbursement of the COVE Facilities by the Government Programs and COVE Private Programs. During the six (6) years immediately preceding the date hereof, all billing practices of COVE with respect to all Government Programs and COVE Private Programs have been conducted in material compliance with all applicable law and the billing guidelines of such Government Programs or COVE Private Programs. Neither COVE nor the COVE Facilities have billed or received any payment or reimbursement in excess of amounts allowed by applicable law or the billing guidelines of any COVE Private Programs or Government Programs. There is no Proceeding, survey, or other action pending, or, to the Knowledge of COVE, threatened, involving any Government Program or any COVE Private Program, including the COVE Facilities' participation in and the reimbursement received by COVE and the COVE Facilities from the Government Programs or any COVE Private Program, and no event has occurred during the six (6) years immediately preceding the date hereof, and, to the Knowledge of COVE, no circumstance exists that would reasonably be expected to result, directly or indirectly, in any such Proceedings, surveys, or actions. Neither COVE nor any COVE employee, Employed Practitioner, former employee or current or former officer, director or trustee of COVE, or, to the Knowledge of COVE, any non-Employed Practitioner, has committed a material

violation of any applicable law relating to payments and reimbursements under any Government Program or any COVE Private Program during the six (6) fiscal years immediately preceding the date hereof. Schedule 3.14(a) contains a list of all national provider identifiers (NPIs) and all provider numbers under the Government Programs issued to and held by COVE and the COVE Facilities, all of which are in full force and effect. Neither COVE, nor any managing employee or officer, director or trustee of COVE has knowingly or willfully made or caused to be made a false statement or representation of a material fact in any report, data or other information supporting COVE's CMS Reporting.

(b) Except as set forth on Schedule 3.14(b), for the six (6) Federal Fiscal Years or calendar years, as applicable, immediately preceding the date hereof, with respect to applicable reporting periods, COVE has timely filed all reports, data, and other information required to be filed with CMS (or public or private data registry) (i) regarding COVE's CMS Reporting obligations in support of COVE's right to receive payments from Medicare or Medicaid; and (ii) as required by CMS Reporting and/or Government Programs, regarding COVE's participation in CMS Reporting, and all reports, data and other information submitted by COVE in support of its attestations and reporting under CMS Reporting, CMS Program Payments and/or Government Programs are, in all material respects, accurate, correct and support its attestations and reporting, as applicable, and support its claims for CMS payments, achievement of positive or avoidance of negative payment adjustments, and payment of bonuses or incentives. During the six (6) fiscal years immediately preceding the date hereof, neither COVE, nor any officer, director or trustee of COVE, or, to the Knowledge of COVE, any employee of COVE, has knowingly and willfully made or caused to be made a false statement or representation of a material fact in any report, data, and other information supporting COVE's attestations and reporting under COVE's CMS Reporting or other filings for CMS Program Payments and/or Government Programs.

(c) Neither COVE, nor to COVE's Knowledge, any partner, member, director, trustee, officer or employee of COVE, nor any agent acting on behalf of or for the benefit of any of the foregoing, has directly or indirectly in connection with the Business in violation of any Legal Requirements: (i) offered or paid any remuneration, in cash or in kind, to, or made any financial arrangements with, any past, present or potential customers, past or present suppliers, patients, medical staff members, contractors or third party payors of COVE; (ii) given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) to any customer or potential customer, supplier or potential supplier, contractor, third party payor or any other Person; (iii) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent where either the contribution, payment or gift or the purpose of such contribution, payment or gift is or was illegal under the Legal Requirements of the United States or under the Legal Requirements of any state or any other Governmental Authority having jurisdiction over such payment, contribution or gift; (iv) established or maintained any unrecorded fund or asset for any purpose or made any misleading, false or artificial entries on any of its books or records for any reason; or (v) made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any payment to any Person with the intention or understanding that any part of such payment would be used for any purpose other than that described on the documents supporting such payment.

(d) Neither COVE nor any partner, member, director, trustee, officer or employee of COVE is a party to any contract (including any joint venture or consulting agreement) related to COVE, its Business with any physician, healthcare facility, hospital, nursing facility, home health agency or other Person who is in a position to make or influence referrals to or otherwise generate business for COVE, to provide services, lease space, lease equipment or engage in any other venture or activity, to the extent that any of the foregoing is prohibited by Legal Requirements.

(e) COVE is in compliance with the Medicare Fraud and Abuse Amendments of

1977, as amended by the Medicare Patient and Program Protection Act of 1987 (i.e., the Anti-Kickback Statute), federal prohibitions on physician "self-referrals" (i.e., the Stark Law), the Health Insurance Portability and Accountability Act of 1996 (i.e., HIPAA), the civil monetary penalties law, 42 U.S.C. § 1320a-7a(b), the Federal False Claims Act, 42 U.S.C. §§ 3729 – 3733, and any and all Orders.

Notwithstanding anything to the contrary herein, the representations and warranties set forth in Section 3.14(a), Section 3.14(b) and Section 3.14(e) above shall not apply to any matters that are the subject of a corrective action plan established by a Governmental Authority provided that COVE has complied with all requirements of such corrective action plan within the applicable time periods set forth therein.

3.15 Contracts; No Defaults.

(a) Schedule 3.15 contains a complete and accurate list, and COVE has delivered or made available to GRACEPOINT and/or KSM CPAs & Advisors true and complete copies, of:

(i) each Applicable Contract that involves performance of services or delivery of goods or materials by COVE of an amount or value in excess of \$1,000,000;

(ii) each Applicable Contract that was not entered into in the Ordinary Course of Business and that involves expenditures or receipts in excess of \$50,000;

(iii) each lease (other than those certain low income rental property leases to which COVE is a party), rental or occupancy agreement, license, installment and conditional sale agreement, mortgage, and other Applicable Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property owned or held directly by COVE (except personal property leases having a value per item or aggregate payments of less than \$50,000 and with terms of less than one year);

(iv) each licensing agreement or other Applicable Contract with respect to patents, trademarks, copyrights, or other intellectual property, including agreements with current or former employees, consultants, or contractors regarding the appropriation or the non-disclosure of any intellectual property;

(v) each collective bargaining agreement and other Applicable Contract to or with any labor union or other employee representative of a group of employees;

(vi) each joint venture, partnership, and other Applicable Contract (however named) involving a sharing of profits, losses, costs, or liabilities by COVE with any other Person;

(vii) each Applicable Contract containing covenants that in any way purport to restrict the business activity of COVE or any affiliate of COVE or limit the freedom of COVE or any affiliate of COVE to engage in any line of business or to compete with any Person;

(viii) each Applicable Contract providing for payments to or by any Person based on sales, purchases, or profits, other than direct payments for goods;

(ix) each Applicable Contract for capital expenditures in excess of \$125,000;

(x) each written warranty, guaranty, and or other similar undertaking with respect to contractual performance extended by COVE other than in the Ordinary Course of Business; and

(xi) each amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing.

(b) Except as set forth on Schedule 3.15, no Related Person has or may acquire any rights under any Contract that relates to the business of, or any of the assets owned or used by, COVE.

(c) Except as set forth on Schedule 3.15, each Contract identified or required to be identified on Schedule 3.15 is in full force and effect and is valid and enforceable in accordance with its terms.

(d) Except as set forth on Schedule 3.15:

(i) COVE is, and at all times since January 1, 2023 has been, in material compliance with all applicable terms and requirements of each Contract under which COVE has or had any obligation or liability or by which COVE or any of the assets owned or used by COVE is or was bound;

(ii) each other Person that has or had any obligation or liability under any Contract under which COVE has or had any rights is, and at all times since January 1, 2023 has been, in material compliance with all applicable terms and requirements of such Contract;

(iii) no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a material violation or breach of, or give COVE or other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Applicable Contract; and

(iv) COVE has not given to or received from any other Person, at any time since January 1, 2023, any notice or other communication (whether oral or written) regarding any actual, alleged, possible, or potential material violation or breach of, or default under, any Contract.

Notwithstanding anything to the contrary herein, the representations and warranties set forth in this Section 3.15(d) shall not apply to any matters that are the subject of a corrective action plan established by a Governmental Authority provided that COVE has complied with all requirements of such corrective action plan within the applicable time periods set forth therein.

(e) There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to COVE under current or completed Contracts with any Person and no such Person has made written demand for such renegotiation.

(f) The Contracts relating to the sale, design, manufacture, or provision of products or services by COVE have been entered into in the Ordinary Course of Business and have been entered into without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation of any Legal Requirement.

3.16 Environmental Matters. Except as set forth on Schedule 3.16, COVE is, and at all times has been, in full compliance with, and has not been and is not in violation of or liable under, any Environmental Law. COVE has no basis to expect, nor has it or any other Person for whose conduct it is or may be held to be responsible received, any actual or Threatened order, notice, or other communication from any Person, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or Threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the properties or assets (whether real, personal, or mixed) in which COVE has had an interest.

3.17 Trademarks.

(a) Schedule 3.17 contains a complete and accurate list and summary description of all Marks of COVE. COVE is the owner of all right, title, and interest in and to each of the Marks set forth in Schedule 3.17, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims.

(b) All Marks of COVE that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date.

(c) No Mark of COVE has been or is now involved in any opposition, invalidation, or cancellation and, to COVE's Knowledge, no such action is Threatened with the respect to any of the Marks of COVE.

(d) To COVE's Knowledge, there is no potentially interfering trademark or trademark application of any third party.

(e) No Mark of COVE is infringed or, to COVE's Knowledge, has been challenged or threatened in any way. None of the Marks used by COVE infringes or is alleged to infringe any trade name, trademark, or service mark of any third party.

(f) All products and materials containing a Mark of COVE bear the proper federal registration notice where permitted by law.

3.18 Disclosure.

(a) No representation or warranty of COVE in this Agreement omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) No notice given pursuant to this Agreement by COVE will contain any untrue statement or omit to state a material fact necessary to make the statements therein or in this Agreement, in light of the circumstances in which they were made, not misleading.

(c) There is no fact known to COVE that has specific application to COVE (other than general economic or industry conditions) and that materially adversely affects or, as far as COVE can reasonably foresee, materially threatens, the assets, business, prospects, financial condition, or results of operations of COVE that has not been set forth in this Agreement.

3.19 Relationships With Related Persons. Except as set forth on Schedule 3.19, no Related Person has or had any interest in any property (whether real, personal, or mixed and whether tangible or intangible) used in or pertaining to COVE's businesses. No Related Person is, or has owned (of record or as a beneficial owner) an equity interest or any other financial or profit interest in, a Person that has (a) had business dealings or a material financial interest in any transaction with COVE, or (b) engaged in competition with COVE with respect to any line of the products or services of COVE in any market presently served by COVE. Except as set forth on Schedule 3.19, no Related Person of COVE is a party to any Contract with, or has any claim or right against, COVE.

3.20 No Undisclosed Liabilities. Except as set forth in Schedule 3.20, COVE has no liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations reflected or reserved against in the COVE Balance Sheet or the COVE Interim Balance Sheet and current liabilities incurred in the Ordinary Course of Business since the respective dates thereof.

ARTICLE IV

CONDUCT OF BUSINESS PENDING THE COMBINATION

The Parties agree as follows with respect to the period from and after the execution of this Agreement:

4.1 General. Each of the Parties will use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Article VI below). Without limiting the foregoing, each of GRACEPOINT and COVE will timely seek to obtain the approval of the Combination by its Boards of Directors or Board of Trustees, as applicable, and each will use their good faith efforts to obtain such approval.

4.2 Notices and Consents. GRACEPOINT and COVE, as the case may be, will give any notices to third parties, and will use its best efforts to obtain any third party consents, that the other Party may request in connection with the matters referred to in Sections 2.3 and 3.3 above.

4.3 Governmental Approvals and Consents.

(a) Each of the Parties shall use reasonable best efforts to give any notices to, make any filings with, and obtain any authorizations, consents, and approvals from all third parties that are described in Sections 2.3 and 3.3 above. Each Party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any law applicable to such Party or any of its affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Each Party shall cooperate fully with the other Party and its affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The Parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals. Without limiting the generality of the Parties' undertakings pursuant to this Section 4.3, each of the Parties hereto shall use all reasonable best efforts to: (A) respond to any inquiries by any Governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement; (B) avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement; and (C) in the event any governmental order adversely affecting the ability of the Parties to consummate

the transactions contemplated by this Agreement has been issued, to have such governmental order vacated or lifted.

(b) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between any Party and Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by applicable law or any disclosure containing confidential information) shall be disclosed to the other Party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each Party shall give notice to the other Party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(c) Notwithstanding the foregoing, nothing in this Section 4.3 shall require, or be construed to require, any Party or any of its affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Effective Time, any assets, businesses or interests of any Party or any of their respective Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to result in a material adverse effect on any Party or materially and adversely impact the economic or business benefits to any Party of the transactions contemplated by this Agreement; or (iii) any material modification or waiver of the terms and conditions of this Agreement.

4.4 Conduct of Business by GRACEPOINT and COVE Pending the Combination.

(a) GRACEPOINT and COVE each covenant and agree that, between the date of this Agreement and the Effective Time, the businesses of GRACEPOINT and COVE shall be conducted only in, and GRACEPOINT and COVE shall not take any action except in, the Ordinary Course of Business, consistent with past practice. GRACEPOINT and COVE shall use their best efforts, subject to the covenants of this Article IV, to preserve intact their business organizations, to keep available the services of their current officers, employees and consultants and to preserve their present relationships with customers/clients, suppliers and other persons with which they have significant business relations.

(b) Without limiting the foregoing, from the date hereof until the Effective Time, each Party shall: (i) preserve and maintain all of its permits; (ii) pay its debts, taxes and other obligations when due; (iii) maintain the properties and assets owned, operated or used by it in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear; (iv) continue in full force and effect without modification all of its insurance policies, except as required by applicable law; (v) defend and protect its properties and assets from infringement or usurpation; (vi) perform all of its obligations under all contracts relating to or affecting its properties, assets or business; (vii) maintain its books and records in accordance with past practice; and (viii) comply in all material respects with all applicable laws.

(c) By way of amplification and not limitation, except as contemplated by this Agreement, each of GRACEPOINT and COVE shall not, between the date of this Agreement and the Effective Time, directly or indirectly, do or propose or agree to do any of the following without the prior written consent of the other Party:

(i) amend or otherwise change its articles of incorporation or bylaws or equivalent organizational documents;

(ii) acquire by merger, consolidation, or acquisition of stock or assets any interest in any corporation, partnership or other business organization or division thereof or any assets, or make any investment either by purchase of stock or securities, contributions of capital or property transfer, or, except in the Ordinary Course of Business, purchase any property or assets of any other Person;

(iii) take any action, other than in the Ordinary Course of Business, with respect to accounting policies or procedures;

(iv) pay, discharge or satisfy any existing claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the Ordinary Course of Business of due and payable liabilities reflected or reserved against in its financial statements, as appropriate, or liabilities incurred after the date hereof in the Ordinary Course of Business;

(v) transfer, assign, sell or otherwise dispose of any of the assets shown or reflected in the GRACEPOINT Financial Statements or COVE Financial Statements, as applicable, or cancellation of any debts or entitlements, except as set forth on Schedule 4.4;

(vi) make any capital expenditures in excess of \$125,000;

(vii) impose any encumbrance upon any of the properties or assets of such Party, tangible or intangible;

(viii) enter into a new line of business or abandon or discontinue an existing line of business; or

(ix) agree, in writing or otherwise, to take or authorize any of the foregoing actions or any action which would make any representation or warranty in Article II or in Article III materially untrue or incorrect except in the Ordinary Course of Business.

4.5 Notice of Certain Events. From the date hereof until the Closing, each Party shall give prompt written notice to the other Party of the following:

(a) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, operations, assets, condition, or prospects of such Party, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by such Party hereunder not being true and correct, or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Article VI to be satisfied;

(b) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(c) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(d) any actions commenced or, to such Party's Knowledge, threatened against, relating to or involving or otherwise affecting such Party that, if pending on the date of this Agreement, would have been required to have been disclosed hereunder or that relates to the consummation of the transactions contemplated by this Agreement.

A Party's receipt of information pursuant to this Section 4.5 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the other Party in this Agreement and shall not be deemed to amend or supplement the schedules attached hereto.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Further Assurances. Each Party shall execute and deliver such additional instruments and other documents and shall take such further actions as may be reasonably necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

5.3 Confidentiality; Publicity. Except as may be required by law or as otherwise permitted or expressly contemplated herein, no Party hereto or its employees, agents and representatives shall disclose to any third party this Agreement or the subject matter or terms hereof without the prior consent of the other Party hereto. Each Party shall comply with, and shall cause their respective representatives to comply with, all of their respective obligations under that certain Mutual Confidentiality Agreement, dated effective as of July 1, 2024, by and between the Parties, which shall survive the termination of this Agreement in accordance with the terms set forth therein. No press release or other public announcement related to this Agreement or the transactions contemplated hereby shall be issued by any Party hereto without the prior written approval of the other Party, except that GRACEPOINT or COVE may make such public disclosure which it believes in good faith to be required by law (in which case GRACEPOINT or COVE will consult with the other Party prior to making such disclosure).

5.4 Access and Investigation. Between the date of this Agreement and the Closing, each of the Parties will, and will cause each of its representatives to, (a) afford the other Party and its representatives full and free access to the Party's personnel, properties, contracts, books and records, and other documents and data, (b) furnish the other Party with copies of all such contracts, books and records, and other existing documents and data as the other Party may reasonably request, (c) furnish the other Party and its representatives with such additional financial, operating, and other data and information as the other Party may reasonably request, and (d) instruct the representatives of such Party to cooperate with the other Party in its investigation of such Party. Any investigation pursuant to this Section 5.4 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the other Party. No investigation by any Party or other information received by any Party shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the other Party in this Agreement.

5.5 Appointment of Board of Directors of CombinedCo. The initial members of the Board of Directors of CombinedCo as of the Closing Date shall consist of twenty (20) directors and shall be appointed in the following manner: (a) one-half of the members of the Board of Directors of CombinedCo (i.e., ten (10)) shall be appointed by the Chief Executive Officer and Board Chair of GRACEPOINT immediately preceding the Closing Date and (b) one-half of the members of the Board of Directors of CombinedCo (i.e., ten (10)) shall be appointed by the Chief Executive Officer and Board Chair of COVE immediately preceding the Closing Date.

ARTICLE VI

CONDITIONS TO OBLIGATIONS TO CLOSE

6.1 Conditions to Obligation of GRACEPOINT. The obligation of GRACEPOINT to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of each of the following conditions:

(a) GRACEPOINT and COVE shall have procured all of the third party consents specified in Sections 2.3 and 3.3 above;

(b) the representations and warranties of COVE set forth in Article III above shall be true and correct in all material respects at and as of the Closing Date;

(c) COVE shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(d) there shall not be any judgment, order, decree, stipulation, injunction, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement and no action shall have been commenced against any Party which would prevent the Closing;

(e) COVE shall have delivered to GRACEPOINT a certificate to the effect that each of the conditions specified above in Sections 6.1(a) through (d) is satisfied in all respects;

(f) this Agreement and the Combination shall have received the Requisite GRACEPOINT Board Approval;

(g) CombinedCo shall have entered into an employment agreement with the Chief Executive Officer of CombinedCo, the Chief Strategic Officer of CombinedCo and any other officer designed in writing by GRACEPOINT prior to Closing as material to the operations of CombinedCo;

(h) from the date of this Agreement, there shall not have occurred any material adverse effect on the business, operations, assets, condition, or prospects of any Party, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a material adverse effect on the business, operations, assets, condition, or prospects of any Party; and

(i) all actions to be taken by COVE in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to GRACEPOINT.

GRACEPOINT may waive any condition specified in this Section 6.1 if it executes a writing so stating at or prior to the Closing.

6.2 Conditions to Obligation of COVE. The obligation of COVE to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of each of the following conditions:

(a) GRACEPOINT and COVE shall have procured all of the third party consents specified in Sections 2.3 and 3.3 above;

(b) the representations and warranties of GRACEPOINT set forth in Article II above shall be true and correct in all material respects at and as of the Closing Date;

(c) GRACEPOINT shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(d) there shall not be any judgment, order, decree, stipulation, injunction, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement and no action shall have been commenced against any Party which would prevent the Closing;

(e) GRACEPOINT shall have delivered to COVE a certificate to the effect that each of the conditions specified above in Sections 6.2(a) through (d) is satisfied in all respects;

(f) this Agreement and the Combination shall have received the Requisite COVE Board Approval;

(g) CombinedCo shall have entered into an employment agreement with the Chief Executive Officer of CombinedCo, the Chief Strategic Officer of CombinedCo and any other officer designed in writing by COVE prior to Closing as material to the operations of CombinedCo;

(h) from the date of this Agreement, there shall not have occurred any material adverse effect on the business, operations, assets, condition, or prospects of any Party, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a material adverse effect on the business, operations, assets, condition, or prospects of any Party; and

(i) all actions to be taken by GRACEPOINT in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to COVE.

COVE may waive any condition specified in this Section 6.2 if it executes a writing so stating at or prior to the Closing.

6.3 Closing Conditions. From the date hereof until the Closing, each Party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in this Article VI.

ARTICLE VII

POST-CLOSING REMEDIES: LIMITED RECISSION RIGHT

7.1 Survival. All representations, warranties, covenants, and obligations in this Agreement, the Schedules, the supplements to the Schedules, the certificates, and any other document delivered pursuant to this Agreement will survive the Closing until the date that is six (6) months from the Closing Date. Each Party's right to rescission pursuant to this Article VII will not be affected by any investigation conducted with respect to, or any Knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of, or compliance with, any such representation, warranty, covenant, or obligation.

7.2 Right to Rescind. During the six month (6) period immediately following the Closing Date (the “Rescission Period”), either Party shall have the right to rescind this Agreement upon the occurrence of a Material Misstatement or Omission by the other Party (such right referred to herein as the “Rescission Right”). For purposes of this Agreement, a “Material Misstatement or Omission” shall be defined as a significant inaccuracy, error or omission of information that, if known, would have substantially altered the decision-making process or outcome of the Combination, ultimately leading to the rescinding Party’s business or operations no longer being sustainable or viable. The exercise of a Party’s Rescission Right pursuant to this Article VII shall be approved by (a) the unanimous consent of the legacy members of such Party’s Board of Directors or similar governing body set forth in Schedule 7.2 attached hereto and (b) the Independent Director (as defined in Section 7.5 below). A Party seeking to exercise such Party’s Rescission Right shall provide written notice to the other Party, which notice shall include the following: (i) a copy of the rescinding Party’s meeting minutes of the Board of Directors (or similar governing body) whereby such Board of Directors (or similar governing body) decided to rescind this Agreement, (ii) a copy of the written approval of the Independent Director deciding that it is in the best interest of the rescinding Party to rescind this Agreement, and (iii) a description of the Material Misstatement or Omission in reasonable detail, including copies of all written evidence thereof and the estimated amount, if reasonably practicable to determine, of the amount of the alleged Material Misstatement or Omission (the “Preliminary Rescission Notice”). Upon receipt of a Preliminary Rescission Notice, the Parties shall attempt in good faith to mediate the dispute for forty-five (45) days (the “Mediation Period”), and such mediation shall be conducted by a mutually agreed-upon mediator within the Mediation Period. If the Parties cannot resolve the dispute within the Mediation Period, the Party delivering the Preliminary Rescission Notice shall deliver formal written notice of rescission of this Agreement to the other Party (the “Final Rescission Notice”), and such rescission shall be effective the later of three (3) business days from the date of the Final Rescission Notice or the date set forth in the Final Rescission Notice.

7.3 Time Limitations. If the Closing occurs, neither Party shall have any liability (for indemnification, rescission or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with, prior to the Closing Date, except for the limited rescission right set forth in this Article VII. After the Rescission Period, the right of each Party to rescind this Agreement upon the terms and conditions set forth in this Article VII shall automatically terminate.

7.4 Exclusive Remedy. The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud or criminal activity on the part of a Party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement shall be pursuant to the Rescission Right. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party hereto and its affiliates arising under or based upon any applicable law, except pursuant to the Rescission Right. Nothing in this Article VII shall limit any Person’s right to seek any remedy on account of any Party’s fraudulent or criminal misconduct.

7.5 Definition of Independent Director. For purposes of this Article VII, “Independent Director” means a natural Person selected by the Party seeking rescission of this Agreement that satisfies the following requirements: (a) such Person has prior experience as an independent director; (b) such Person has at least three (3) years of employment experience; and (c) such Person is not while serving as an Independent Director hereunder, and shall not have been at any time during the preceding five (5) years, any of the following: (i) a stockholder, trustee, director (other than as an Independent Director),

officer, employee, partner, attorney or counsel of any Party, any affiliate of any Party or any direct or indirect parent of any Party, (ii) a customer, client, supplier or other Person who derives any of its purchases or revenues from its activities with any Party or any affiliate of any Party, (iii) a Person or other entity controlling or under common control with any such stockholder, trustee, director, officer, employee, partner, attorney, counsel, customer, client, supplier or other Person described in clause (i) or clause (ii) above, and/or (iv) a member of the immediate family of any such stockholder, trustee, director, officer, employee, partner, attorney, counsel, customer, client, supplier or other Person described in clause (i) or clause (ii) above.

ARTICLE VIII

TERMINATION

8.1 Termination. This Agreement may be terminated at any time prior to the Effective Time: (a) by mutual written consent of all of the Parties hereto at any time prior to the Closing; (b) by the affirmative vote to terminate this Agreement of the Board of Directors or the Board of Trustees, as applicable, of any Party at any time prior to the Closing Date if there shall be a pending or threatened action or proceeding before any court or other governmental body which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or the occurrence of any other development which, in the reasonable judgment of the terminating Party, makes it inadvisable to proceed with the transactions contemplated by this Agreement; or (c) if the Closing shall not have occurred by December 31, 2025.

8.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 8.1, this Agreement and the Combination shall forthwith become void and of no further force or effect, and there shall be no liability on the part of GRACEPOINT or COVE to the other Party hereto.

ARTICLE IX

DEFINITIONS

9.1 Defined Terms. As used herein, the following terms shall have the following meanings:

“Agreement” has the meaning set forth in the preface above.

“Applicable Contract” means any Contract (a) under which a Party has or may acquire any rights, (b) under which a Party has or may become subject to any obligation or liability, or (c) by which a Party or any of the assets owned or used by it is or may become bound.

“Business” has the meaning set forth in the Background Information above.

“Closing” has the meaning set forth in Section 1.2 above.

“Closing Date” has the meaning set forth in Section 1.2 above.

“CMS” means the Centers for Medicare and Medicaid Services.

“CMS Program Payments” means payments or discounts that are not based directly on the submission of claims for services delivered and are received through participation in a Government Program implemented by CMS through a contract with CMS or as a participant through a contract with a CMS contractor, including Medicare accountable care organizations, episode-based payment initiatives

and other Medicare innovation models as implemented by CMS as authorized pursuant to laws identified in CMS Reporting.

“CMS Reporting” means any cost, quality, performance, use of certified electronic health record technology and electronic reporting requirements implemented by CMS pursuant, but not limited, to the Social Security Act, the Patient Protection and Affordable Care Act of 2010 (or any replacement or successor law), the Health Care and Education Reconciliation Act of 2010, the Pathway for Sustainable Growth Reform (SGR) Act of 2013, the Protecting Access to Medicare Act of 2014, the Improving Medicare Post-Acute Care Transformation Act of 2014 (IMPACT), the American Taxpayer Relief Act of 2012 (ATRA), the Balanced Budget Act of 1997 (BBA), the Medicare, Medicaid and SCHIP (State Children’s Health Insurance Program) Balanced Budget Refinement Act of 1999 (BBRA), the Medicare, Medicaid, and SCHIP Benefits Improvement and Protection Act of 2000 (BIPA), the 21st Century Cures Act, the HITECH Act, the Medicare Access & CHIP Reauthorization Act of 2015 (MACRA) (Pub L. 114-10, enacted April 16, 2015), amending Title XVIII of the Social Security Act and/or the Bipartisan Balanced Budget Act of 2018, each of which may be amended from time to time and each applicable at such time as healthcare services are rendered.

“Code” means the Internal Revenue Code of 1986, as amended.

“Combination” has the meaning set forth in the Background Information above.

“CombinedCo” has the meaning set forth in the Background Information above.

“Contemplated Transactions” means all of the transactions contemplated by this Agreement.

“Contract” means any legally binding written, oral, or other agreement, arrangement, understanding, commitment, instrument, or undertaking, including all amendments, modifications, and supplements thereto.

“COVE” has the meaning set forth in the preface above, and for purposes of Article III, “COVE” shall include COVE and any and all subsidiaries of COVE set forth in Schedule 3.8.

“COVE Balance Sheet” has the meaning set forth in Section 3.5 above.

“COVE Determination Letter” has the meaning set forth in Section 3.9(d) above.

“COVE Financial Statements” has the meaning set forth in Section 3.5 above.

“COVE Interim Balance Sheet” has the meaning set forth in Section 3.5 above.

“COVE Payor Agreement” means any contract between COVE and a Government Program or a COVE Private Program under which the Business or COVE directly or indirectly receives payments for medical services provided to such program’s beneficiaries at the COVE Facilities.

“COVE Private Program” has the meaning set forth in Section 3.14(a) above.

“Effective Time” or “Effective Date” has the meaning set forth in Section 1.3 above.

“Employed Practitioner” or “Employed Practitioners” means a Practitioner who is an employee of a Party.

“Encumbrance” means any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

“Environmental, Health, and Safety Liabilities” means any cost, damages, expense, liability, obligation, or other responsibility arising from or under any Environmental Law or Occupational Safety and Health Law and consisting of or relating to: (a) any environmental, health, or safety matters or conditions (including on-site or off-site contamination, occupational safety and health, and regulation of chemical substances or products); (b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and responses, or investigative, remedial, or inspection costs and expenses arising under any Environmental Law or Occupational Safety and Health Law; (c) financial responsibility under any Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any investigation, cleanup, removal, containment, or other remediation or response actions (“Cleanup”) required by any applicable Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or (d) any other compliance, corrective, investigative, or remedial measures required under any Environmental Law or Occupational Safety and Health Law. The terms “removal,” “remedial,” and “response action,” include the types of activities covered by the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., as amended (i.e., CERCLAs).

“Environmental Law” means any Legal Requirement that requires or relates to: (a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencement of activities, such as resource extraction or construction, that could have significant impact on the environment; (b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the environment; (c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated; (d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the environment when used or disposed of; (e) protecting resources, species, or ecological amenities; (f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances; (g) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention; or (h) making responsible parties pay private parties, or groups of them, for damages done to their health or the environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

“ERISA” means the Employee Retirement Income Security Act of 1974 or any successor law, and regulations and rules issued pursuant thereto or any successor law.

“Extended Closing Date” has the meaning set forth in Section 1.2 above.

“Facilities” means all facilities or practices owned, leased, managed or operated by any Party related to or associated with the Business.

“Federal Fiscal Year” means the fiscal year of the federal government of the United States.

“Formal Recission Notice” has the meaning set forth in Section 7.2 above.

“GAAP” means generally accepted accounting principles.

“Governmental Authorization” means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

“Governmental Body or Governmental Authority” means any nation or government, any state, regional, local or other political subdivision thereof, and any entity or official exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Government Programs” means the Medicare (including Medicare Part D and Medicare Advantage), Medicaid, Medicaid-waiver and CHAMPUS/TRICARE programs, any other similar or successor federal health care program (as defined in 42 U.S.C. §1320a-7b(f)) and any similar state or local programs for which the Business is eligible.

“GRACEPOINT” has the meaning set forth in the preface above, and for purposes of Article II, “GRACEPOINT” shall include GRACEPOINT and any and all subsidiaries of GRACEPOINT set forth in Schedule 2.8.

“GRACEPOINT Balance Sheet” has the meaning set forth in Section 2.5 above.

“GRACEPOINT Determination Letter” has the meaning set forth in Section 2.9(d) above.

“GRACEPOINT Financial Statements” has the meaning set forth in Section 2.5 above.

“GRACEPOINT Interim Balance Sheet” has the meaning set forth in Section 2.5 above.

“GRACEPOINT Payor Agreement” means any contract between GRACEPOINT and a Government Program or a GRACEPOINT Private Program under which the Business or GRACEPOINT directly or indirectly receives payments for medical services provided to such program’s beneficiaries at the GRACEPOINT Facilities.

“GRACEPOINT Private Program” has the meaning set forth in Section 2.14(a) above.

“Independent Director” has the meaning set forth in Section 7.5 above.

“IRS” means the Internal Revenue Service.

“Knowledge” means a Person will be deemed to have “Knowledge” of a particular fact or other matter if: (a) such Person is actually aware of such fact or other matter; or (b) a prudent Person could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter.

“Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

“Marks” means the tradename used by a Party, including, but not limited to, all fictional business names, trading names, registered and unregistered trademarks, service marks, and applications.

“Material Misstatement or Omission” has the meaning set forth in Section 7.2 above.

“Mediation Period” has the meaning set forth in Section 7.2 above.

“Occupational Safety and Health Law” means any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

“Order” means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“Parties” has the meaning set forth in the preface above, and the term “Party” means one of the Parties.

“Person” means an individual, partnership, corporation, business trust, joint stock company, estate, trust, unincorporated association, joint venture, Governmental Authority or other entity, of whatever nature.

“Practitioner” or “Practitioners” means the physicians and any other licensed professional (including advanced practice providers) who provide clinical services to the Business.

“Preliminary Recission Notice” has the meaning set forth in Section 7.2 above.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

“Recission Period” has the meaning set forth in Section 7.2 above.

“Recission Right” has the meaning set forth in Section 7.2 above.

“Related Person” means with respect to a particular individual: (a) each other member of such individual’s Family; (b) any Person that is directly or indirectly controlled by such individual or one or more members of such individual’s Family; (c) any Person in which such individual or members of such individual’s Family hold (individually or in the aggregate) a Material Interest; and (d) any Person with respect to which such individual or one or more members of such individual’s Family serves as a director, officer, partner, executor, or trustee (or in a similar capacity). With respect to a specified Person other than an individual: (u) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with, such specified Person; (v) any Person that holds a Material Interest in such specified Person; (w) each Person that serves as a director, officer, partner, executor, or trustee of such specified Person (or in a similar capacity); (x) any Person in which such specified Person holds a Material Interest; (y) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); and (z) any Related Person of any individual described in clause (b) or (c). For purposes of this definition, (aa) the “Family” of an individual includes (i) the individual, (ii) the individual’s spouse, (iii) any other natural person who is related to the individual or the individual’s spouse within the second degree, and (iv) any other natural person who resides with such individual, and (bb) “Material Interest” means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least five percent (5%) of the outstanding voting power of a Person

or equity securities or other equity interests representing at least five percent (5%) of the outstanding equity securities or equity interests in a Person.

"Requisite COVE Board Approval" means the affirmative vote of the Board of Trustees and the Members of COVE in favor of this Agreement and the Combination.

"Requisite GRACEPOINT Board Approval" means the affirmative vote of the Board of Directors of GRACEPOINT in favor of this Agreement and the Combination.

"Targeted Closing Date" has the meaning set forth in Section 1.2 above.

"Taxes" means all taxes, fees or other assessments, including, but not limited to, income, excise, property, sales, franchise, intangible, withholding, social security and unemployment taxes imposed by any federal, state, local or foreign governmental agency, and any interest or penalties related thereto.

"Tax Return" means any tax return, filing or information statement required to be filed in connection with or with respect to any taxes, fees or other assessments, including, but not limited to, income, excise, property, sales, franchise, intangible, withholding, social security and unemployment taxes imposed by any federal, state, local or foreign governmental agency, and any interest or penalties related thereto.

"Threatened" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

9.2 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificates, reports or other documents made or delivered pursuant hereto or thereto, unless the context otherwise requires.

(b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) All matters of an accounting nature in connection with this Agreement and the transactions contemplated hereby shall be determined in accordance with GAAP applied on a basis consistent with prior periods, where applicable.

(d) As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine, where the context so permits.

ARTICLE X

GENERAL PROVISIONS

10.1 Notices. All notices, requests, demands, claims, or other communications hereunder shall be in writing and shall be delivered by certified mail (first class postage pre-paid), guaranteed overnight delivery, or facsimile or e-mail transmission if such transmission is confirmed by delivery by certified mail (first class postage pre-paid) or guaranteed overnight delivery, to the following addresses and

telecopy numbers or e-mail addresses (or to such other addresses or telecopy numbers which such Party shall designate in writing to the other Party):

(a) if to GRACEPOINT:

Mental Health Care, Inc., d/b/a Gracepoint
5707 North 22nd Street
Tampa, Florida 33610
Attn: Roaya Tyson, Chief Executive Officer
Facsimile: (813) 239-8417
E-Mail: rtyson@gracepointwellness.org

(b) if to COVE:

Cove Behavioral Health, Inc.
4422 East Columbus Drive
Tampa, Florida 33605
Attn: Deanna Obregon, Chief Executive Officer
Facsimile: (813) 623-3730
E-Mail: deannao@covebh.org

10.2 Entire Agreement. This Agreement (including the Exhibits and Schedules attached hereto), and the other documents delivered at the Closing pursuant hereto, contain the entire understanding of the Parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the Parties with respect to such subject matter. The Exhibits and Schedules constitute a part hereof as though set forth in full above.

10.3 Expenses. Except as otherwise provided herein, the Parties shall pay their own fees and expenses, including their own counsel fees, incurred in connection with this Agreement or any transaction contemplated hereby.

10.4 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and assigns.

10.5 Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all Parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the Parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the Parties under this Agreement are in addition to all other rights and remedies, at law or in equity, that they may have against the other Party.

10.6 Binding Effect; Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any other Person any legal or equitable rights hereunder. Except as expressly provided herein, the rights and obligations of this Agreement may not be assigned by any Party without the prior written consent of the other Party.

10.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

10.8 Interpretation. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement unless otherwise indicated. The headings contained herein and on the schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the schedules. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Time shall be of the essence in this Agreement.

10.9 Governing Law; Interpretation; Jurisdiction; Venue. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Florida applicable to contracts executed and to be wholly performed within the State of Florida. The Parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in Florida. The Parties to this Agreement agree that they waive any objection, constitutional, statutory or otherwise, to a Florida court's taking jurisdiction of any dispute between them. By entering into this Agreement, the Parties, and each of them, understand that they might be called upon to answer a claim asserted in a Florida court. Venue for all purposes shall be deemed proper in Hillsborough County, Florida.

10.10 Arm's Length Negotiations. Each Party herein expressly represents and warrants to the other Party hereto that (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of independent legal counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the Parties.

10.11 Legal Fees and Costs. If a legal action is initiated by any Party to this Agreement against another, arising out of or relating to the alleged performance or non-performance of any right or obligation established hereunder, or any dispute concerning the same, any and all fees, costs and expenses reasonably incurred by each successful Party or its legal counsel in investigating, preparing for, prosecuting, defending against, or providing evidence, producing documents or taking any other action in respect of, such action shall be the joint and several obligation of and shall be paid or reimbursed by the unsuccessful Party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

COVE BEHAVIORAL HEALTH, INC.

By: Deanna Obregon
Deanna Obregon, Chief Executive Officer

**MENTAL HEALTH CARE, INC.,
d/b/a Gracepoint**

By: Roaya Tyson
Roaya Tyson, Chief Executive Officer

[SIGNATURE PAGE TO COMBINATION AGREEMENT]

EXHIBIT A

Amended and Restated Articles of Incorporation of Cove

See attached.

EXHIBIT B

Amended and Restated Articles of Incorporation of Gracepoint

See attached.

EXHIBIT C

Amended and Restated Bylaws of Cove

See attached.

EXHIBIT D

Amended and Restated Bylaws of Gracepoint

See attached.











Combination Agreement

Final Audit Report

2025-04-25

Created:	2025-04-25
By:	Sandy Cruz (cruz@bushross.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEwj0cTXmYg9HZfDfLD-3-kH23TFVnpD-

"Combination Agreement" History

-  Document created by Sandy Cruz (cruz@bushross.com)
2025-04-25 - 4:34:51 PM GMT
-  Document emailed to rtyson@gracepointwellness.org for signature
2025-04-25 - 4:38:40 PM GMT
-  Document emailed to deannao@covebh.org for signature
2025-04-25 - 4:38:40 PM GMT
-  Email viewed by deannao@covebh.org
2025-04-25 - 5:32:49 PM GMT
-  Signer deannao@covebh.org entered name at signing as Deanna Obregon
2025-04-25 - 5:33:42 PM GMT
-  Document e-signed by Deanna Obregon (deannao@covebh.org)
Signature Date: 2025-04-25 - 5:33:44 PM GMT - Time Source: server
-  Email viewed by rtyson@gracepointwellness.org
2025-04-25 - 9:04:35 PM GMT
-  Signer rtyson@gracepointwellness.org entered name at signing as Roaya Tyson
2025-04-25 - 9:05:07 PM GMT
-  Document e-signed by Roaya Tyson (rtyson@gracepointwellness.org)
Signature Date: 2025-04-25 - 9:05:09 PM GMT - Time Source: server
-  Agreement completed.
2025-04-25 - 9:05:09 PM GMT



Adobe Acrobat Sign

**BEHAVIORAL HEALTH SERVICES AGREEMENT
FOR BEHAVIORAL HEALTH CARE**

This Agreement ("Agreement") is made effective from October 1, 2023 ("Effective Date") to September 30, 2025 by and between Cove Behavioral Health, Inc., ("Behavioral Health Services Entity"), and Polk County, a political subdivision of the State of Florida ("COUNTY") (Behavioral Health Services Entity and COUNTY shall be jointly referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the County has an indigent health care plan, hereinafter known as the Polk HealthCare Plan (further defined herein and hereinafter referred to as the "Plan" as further defined in Section 1.8, below), and wishes to arrange for the provision of outpatient behavioral health services to certain eligible County residents ("Members" as further defined in Section 1.9, below); and

WHEREAS, the Behavioral Health Services Entity is comprised of, or contracts with, one or more Qualified Providers (hereinafter defined) capable of meeting the credentialing criteria of the County; and

WHEREAS, the County desires to engage the Behavioral Health Services Entity to deliver, or arrange for the delivery of outpatient behavioral health services to the Members of its Plan; and

WHEREAS, the Behavioral Health Services Entity is willing to deliver or arrange for the delivery of such services on the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 Claim. A statement of services submitted to the County, or its designated third party administrator, by the Behavioral Health Services Entity following the provision of Covered Services to a Member that shall include the Member's demographics, diagnosis or diagnoses (ICD10 Codes), date(s) of service, CPT/HCPCS codes, place of service, authorization number if required, referring provider if applicable, treating provider and the member name, member address, member date of birth, Plan member identification number and Qualified Provider to be paid for services rendered to the Member submitted on an approved CMS 1500 Form.

1.2 Co-payment. A charge which may be collected directly by a Behavioral Health Services Entity or Behavioral Health's Services Entity's designee from a Member in accordance with the Plan.

1.3 County. The designated division of the county government of Polk County, Florida, Polk HealthCare Plan, Health and Human Services Division or its authorized agent as applicable.

1.4 County Notice. A communication by the County to the Behavioral Health Services Entity informing the Behavioral Health Services Entity of the terms of the Plan, modifications to the Plan, and any other information relevant to the provision of Covered Services pursuant to this Agreement.

1.5 Covered Services. Those outpatient Behavioral Health care services to be delivered by or through Behavioral Health Services Entity to Members pursuant to this Agreement, as further defined in ARTICLE II.

1.6 Behavioral Health Services Entity. An individual or group of Qualified Providers, who are capable of meeting the credentialing criteria of the Plan.

1.7 Payer. The entity or organization directly responsible for the payment of Covered Services to the Behavioral Health Services Entity under the Plan.

1.8 Polk HealthCare Plan (the "Plan"). A government assistance program to provide health care services, which is funded by a discretionary sales surtax (as authorized pursuant to F.S. 212.055(7)) and administered by the County for the benefit of Members, as it may be modified from time to time, and all the terms, conditions, limitations, exclusions, benefits, rights and obligations thereof to which County and Members are subject.

1.9 Polk HealthCare Plan Members (or Members). Any individual(s) who has/have been determined eligible by the County to participate in the Plan and who is/are enrolled in the Plan.

1.10 Protected Health Information (PHI). Information that is (a) created or received by a Behavioral Health Services Entity; (b) relates to: (1) the past, present, or future behavioral health condition of an individual; (2) the provision of behavioral health care to an individual; or (3) the past, present, or future payment for the provision of behavioral health care to an individual; and (c) identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. PHI does not include information excluded from HIPAA's definition of "protected health information" in 45 C.F.R. 160.103.

1.11 Qualified Provider. A doctor of medicine or osteopathy, certified nurse practitioner, physician assistant, Mental Health Counselor, Psychologist, Marriage and Family Therapist, or Clinical Social Worker licensed to practice in the State of Florida, who possesses an unencumbered Florida license, and who provides Covered Services to Members as contemplated in this Agreement or oversees and co-signs on services provided by members of multidisciplinary team so that they can be billed.

1.12 Total Compensation. The total amount payable by Payer and Member for Covered Services furnished pursuant to this Agreement. The Total Compensation is defined herein pursuant to EXHIBIT A, attached hereto and incorporated into this Agreement by reference.

ARTICLE II **DELIVERY OF SERVICES**

2.1 Covered Services. The Behavioral Health Services Entity shall provide or, through its Qualified Providers, arrange for the Members the provision of Covered Services that are identified in EXHIBIT A, attached hereto and made a part of this Agreement by reference. All Covered Services shall be provided in accordance with generally accepted clinical and legal standards, consistent with medical ethics governing the Qualified Provider. Non-Covered Services are not reimbursable services under the Plan.

2.2 Verification of Members. In order to guarantee payment, the Behavioral Health Services Entity shall utilize a Member's identification card, which has been chosen by the County to verify and confirm that Member's eligibility for Covered Services prior to rendering any such Covered Services pursuant to the instructions provided in EXHIBIT B attached hereto and made a part of this Agreement by reference.

ARTICLE III **COMPENSATION AND RELATED TERMS**

3.1 Compensation. The Behavioral Health Services Entity, or its designee, shall accept the Total Compensation as full payment for the provision of Covered Services.

3.2 Billing for Covered Services. The Behavioral Health Services Entity shall submit a Claim to the County or its third party administrator and, in the event the Claim is consistent with the compensation terms under EXHIBIT A, the County or its third party administrator shall pay the Behavioral Health Services Entity for Covered Services rendered to Members in accordance with the terms of this Agreement. The Behavioral Health Services Entity shall arrange for all Claims for Covered Services to be submitted to the County or its third party administrator within one hundred and eighty (180) days from the date of service. If additional information is required or needed by the County or its third party administrator to evaluate or validate the original Claim submitted by the Behavioral Health Services Entity for payment, the Behavioral Health Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim. The Behavioral Health Services Entity shall submit such claims on a billing form CMS-1500 or on any other form that the County directs the Behavioral Health Services Entity, in writing, to utilize. If the Behavioral Health Services Entity does not submit a Claim to the County or its third party administrator in a timely manner, the County or its third party administrator may, at its discretion, deny payment.

3.3 Co-payments to be Collected from Members. When the Plan requires Members to make Co-payments, such Co-payments shall be collected from the Member at the time the service is rendered by the Behavioral Health Services Entity or one of its Qualified Providers. The County shall inform or educate Members that Members must make a Co-payment at the time the service is rendered and that this practice is mandatory for all Members. At no time shall the Behavioral Health Services Entity bill a Member for any balance remaining in relation to a bill after the Total Compensation has been applied to the same.

3.4 Promptness of Payment. The County or its third party administrator shall remit to the Behavioral Health Services Entity the County's portion of the Total Compensation, as specified in EXHIBIT A, within forty-five (45) days of receipt of a Claim by the Behavioral Health Services Entity. This Claim shall be sufficient in detail so that the County or its third party administrator is able to reasonably determine the amount to be paid. If additional information is required or needed by the County or its third party administrator to evaluate or validate the original Claim submitted by the Behavioral Health Services Entity for payment, the Behavioral Health Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim.

The County or its third party administrator shall affirm and pay any valid claims within forty-five (45) days of receipt of such additional information. All payments to the Behavioral Health Services Entity shall be considered final unless adjustments are requested, in writing to the County or its third party administrator by the Behavioral Health Services Entity within ninety (90) days following receipt of the payment explanation from the Payer.

If payment has been made to the Behavioral Health Services Entity by the County or its third party administrator for a non-covered service, the Behavioral Health Services Entity shall promptly refund such payment provided written notice of payment for such non-covered service has been made by the County within ninety (90) days of receipt of the Behavioral Health Services Entity's Claim.

For purpose of payment, "prompt payment" may be defined as "within ninety (90) days." The Behavioral Health Services Entity agrees that it shall not bill and collect any amount pursuant to this Agreement for charges incurred by Members to the extent that such charges result from an error made by the Behavioral Health Services Entity. An error shall include, but not be limited to, duplicate billing for a Covered Service provided only once and any services which were not actually rendered. If the County or its third party administrator concludes that such an erroneous billing or collection has been made, the County or its third party administrator shall notify the Behavioral Health Services Entity of the error. Upon receipt of this notification, the Behavioral Health Services Entity shall promptly withdraw the billing or that part which is in error, or reimburse the County or its third party administrator for such amounts already paid to the Behavioral Health Services Entity pursuant to the erroneous billing.

3.5 Payer of Last Resort. Under no circumstances shall Behavioral Health Services Entity bill the Plan or the Plan pay any Member bill until and unless all other sources of other Member coverage have been billed and payment has been denied by the same. Should a Plan member be determined to have other coverage for services provided by Behavioral Health Services Entity under any other contractual or legal benefit, including, but not limited to, Medicaid, Medicare, or a private group or indemnification program, Behavioral Health Services Entity is expected to bill the said entity as the primary payer. If the Plan paid for services and other coverage is later discovered, the Behavioral Health Services Entity must reimburse the County or its third party administrator by recoup, refund or adjustments.

3.6 Sole Source of Payment. Only after other payer sources have been exhausted, Behavioral Health Services Entity will pursue payment of any Claim from the County or its third party administrator for Medically Necessary Covered Services of Members. Behavioral Health Services Entity shall make no charges or claims against the Plan Members for Covered Services except for Co-payments as previously authorized.

ARTICLE IV

BEHAVIORAL HEALTH SERVICES ENTITY'S OBLIGATION

4.1 Licensed/Good Standing. The Behavioral Health Services Entity represents that each of its Qualified Providers are and shall remain licensed and/or registered who possesses an unencumbered Florida license to practice medicine and, if such Behavioral Health Services Entity is an entity, such entity is registered and in good standing in the State of Florida. Failure to maintain licensure will be grounds for immediate termination of this Agreement under Section 8.2.

4.2 Nondiscrimination. The Behavioral Health Services Entity agrees that it and each of its Qualified Providers shall not differentiate or discriminate in its provision of Covered Services to Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status, disability or age. Further, the Behavioral Health Services Entity agrees that its Qualified Providers shall render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as such services are offered to patients not associated with the Plan and consistent with medical ethics and applicable legal requirements for providing continuity of care.

4.3 Standards. Covered Services provided by or arranged for by the Behavioral Health Services Entity shall be delivered only by professional personnel qualified by licensure, training or experience to discharge their responsibilities and operate their facilities in a manner that complies with generally accepted standards in the industry.

4.4 Credentialing of Qualified Providers. The Behavioral Health Services Entity acknowledges that the County may delegate to it, at the County's discretion, all credentialing responsibilities and authority with respect to Qualified Providers and/or other practitioners. This delegation will be accepted by the Behavioral Health Services Entity, if so directed by the County.

4.5 Employment Eligibility Verification (E-Verify)

- a. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- b. Pursuant to Section 448.095 (5), Florida Statutes, the contractor hereto, and any subcontractor thereof must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Florida Statutes, is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.
- c. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Florida Statutes, by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

4.6 Authority. The Behavioral Health Services Entity shall, and hereby does, represent and warrant that it has full legal power and authority to bind its Qualified Providers to the provisions of this Agreement. The Behavioral Health Services Entity shall communicate with its Qualified Providers regarding all matters relating to this Agreement and the services to be performed hereunder.

4.7 Administrative Procedures. The Behavioral Health Services Entity and each of its Qualified Providers shall comply with the policies and procedures established by the County and pursuant to the Plan, to the extent the Behavioral Health Services Entity has received notice of the same, consistent with the terms of this Agreement.

4.8 Use of Names for Marketing. The Behavioral Health Services Entity and each of its Qualified Providers shall permit the County to utilize the name, address, and telephone number of it or its Qualified Providers, in the County's list of Behavioral Health Services Entities, which will be distributed to Members. Such rights shall not extend to the listing of such Qualified Providers or Behavioral Health Services Entity in any newspaper, radio, or television advertising without receiving the prior written consent of said Behavioral Health Services Entity. Time is of the essence and approval will not be unreasonably withheld.

4.9 Noninterference with Outpatient Behavioral Health. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of the County to intervene in any manner in the methods or means by which the Behavioral Health Services Entity renders Covered Services. Nothing herein shall be construed to require the Behavioral Health Services Entity to take any action inconsistent with professional judgment concerning the behavioral health care and treatment to be rendered to Members.

4.10 Best Efforts. The Behavioral Health Services Entity shall use best efforts to participate in such utilization review programs, medical necessity reviews, coordination of benefit activities, and cost containment activities, as are provided under the Plan.

4.11 Evaluation and Quality Management. The Behavioral Health Services Entity is expected to have its own quality management programs in place. These programs should include ongoing monitoring of quality of care, documentation, qualifications for professional staff and requirements for ongoing training of professional and support staff. The quality management process is expected to include annual satisfaction surveys of adults receiving behavioral health services.

4.12 Health Insurance Portability and Accountability Act (HIPAA). The Behavioral Health Services Entity warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

4.13 The Behavioral Health Services Entity agrees to safeguard information in accordance with all applicable legal requirements which may include without limitation relevant provisions of the following: 42 C.F.R. Chapter 1, Public Health Service, Department of Human Services, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Florida Statutes Chapters 394, Mental Health, and 397, Substance Abuse Services.

ARTICLE V COUNTY'S OBLIGATIONS

5.1 Deemed Notification. The County shall notify the Behavioral Health Services Entity in writing of all policies, procedures, rules, regulations, and schedules, that the County considers material to the performance of this Agreement and relevant amendments. Except in the event of emergency, or unless the County directs otherwise in writing, thirty (30) days from the date of notification will be considered sufficient notice to effect a change in policy under the Plan.

5.2 Appeal of a Claim Denial. For denial of payment of Claims, the Behavioral Health Services Entity will have sixty (60) days from the date of the final denial of a Claim to submit an appeal of the denial. "Final denial" of a Claim will occur upon the completion of the ninety (90) day period that a Behavioral Health Services Entity is afforded to resubmit a corrected Claim, if no corrected Claim is provided in such 90-day time period or if the corrected Claim is subsequently denied and an additional ninety (90) day period has elapsed without further corrected Claim submitted by the Behavioral Health Services Entity. The appeals decision whether to uphold or overturn a Claim appeal will be communicated to the Behavioral Health Services Entity within forty-five (45) days from the date the Behavioral Health Services Entity submitted the appeal using an Explanation of Payment form ("EOP").

5.3 Provider Grievances. The County shall establish and maintain systems to process and resolve any grievance a Qualified Provider has against the County.

5.4 Health Insurance Portability and Accountability Act (HIPAA). The County warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

ARTICLE VI **INSURANCE**

6.1 Behavioral Health Services Entity Insurance. The Behavioral Health Services Entity shall require each Qualified Provider to maintain, at all times, in limits and amounts as required by Florida law, a professional liability insurance policy and other insurance or other liability bond as shall be necessary to insure such Qualified Provider against any claim for damages arising directly or indirectly in connection with the performance or nonperformance of any services furnished to Members by such Qualified Provider. In the event that the Behavioral Health Services Entity discovers that such insurance coverage is not maintained, the Behavioral Health Services Entity shall immediately, upon making such discovery, ensure that such Qualified Provider discontinues the delivery of Covered Services to Members until such insurance is obtained and notify the Plan in writing of the same. A Certificate of Insurance, reflecting the minimal insurance coverage shall be provided to the County prior to commencement of this Agreement.

ARTICLE VII **INDEMNIFICATION**

7.1 Indemnification. The Behavioral Health Services Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the County, its agents, officers, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of the Behavioral Health Services Entity, or its Qualified Providers committed in connection with this Agreement, the Behavioral Health Services Entity's performance hereof or any work performed hereunder. The Behavioral Health Services Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, rule or regulation by the Behavioral Health Services Entity, or its Qualified Providers.

ARTICLE VIII **TERM AND TERMINATION**

8.1 Term. This Agreement shall commence as of the Effective Date and shall thereafter continue through September 30, 2025 unless terminated sooner upon sixty (60) days' prior written notice by either party to the other, or until terminated pursuant to this Article.

8.2 Termination for Cause. In the event either party shall fail to keep, observe or perform any covenant, term or provision of this Agreement applicable to such party, the other party shall give the defaulting party written notice that specifies the nature of said default. If the defaulting party fails to cure such default within thirty (30) days after receipt of such notice, the non-defaulting party may terminate this Agreement upon five (5) days' written notice. It shall be grounds for immediate termination if the County loses its ability to underwrite or administer the Plan or if any Qualified Provider suffers a loss or suspension of medical license, a conviction of a felony, or a loss of credentials for stated quality reasons under the Plan.

8.3 Voluntary Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination.

8.4 Termination for Failure to Satisfy Financial Obligations. If either party or a Payer is (a) more than sixty (60) days behind in its financial obligations to its creditors, or (b) files in any court of competent jurisdiction: (1) a petition in bankruptcy, (2) a petition for protection against creditors, (c) has such a petition filed against it that is not discharged within ninety (90) days, or (d) files or makes an assignment for the benefit of creditors, this Agreement may be terminated by the other party in its entirety or with respect to the Payer upon five (5) days' written notice.

8.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the County if the Behavioral Health Services Entity is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of County if the Behavioral Health Services Entity is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

8.6 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. As of the date of termination of this Agreement, this Agreement shall be of no further force and effect, and each of the parties hereto shall be discharged from all rights, duties, and obligations under this Agreement, except that the County shall remain liable for Covered Services then being rendered by Qualified Providers to Members who retain eligibility under the applicable Plan or by operation of law until the episode of illness then being treated is completed and the obligation of the County to pay for Covered Services rendered pursuant to this Agreement is discharged. Payment for such services shall be made pursuant to the Total Compensation specified in EXHIBIT A.

ARTICLE IX DISPUTE RESOLUTION

9.1 Initial Mediation of Dispute. In the event of a dispute between the parties to this Agreement, the following procedure shall be used to resolve the dispute prior to either party pursuing other remedies:

- a. A meeting shall be held within seven (7) days at which all parties or party representatives will be present or represented by individuals (the "Initial Meeting").
- b. If, within thirty (30) days following the Initial Meeting, the parties have not resolved the dispute, the dispute shall be submitted to mediation directed by a mediator mutually agreeable to the parties and not regularly contracted or employed by either of the parties ("Mediation"). Each party shall bear its proportionate share of the costs of Mediation, including the mediator's fee.
- c. The parties agree to negotiate in good faith in the Initial Meeting and in Mediation.

9.2 Legal Remedies. If, after a period of sixty (60) days following commencement of Mediation, the parties are unable to resolve the dispute, either party may pursue all available legal and equitable remedies. Each party shall be responsible for its own attorneys' fees and costs, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

ARTICLE X MISCELLANEOUS

10.1 Nature of Behavioral Health Services Entity. In the performance of the work, duties and obligations of the Behavioral Health Services Entity under this Agreement, it is mutually understood and agreed that the Behavioral Health Services Entity and each of its Qualified Providers are at all times acting and performing as independent Behavioral Health Service Entities, practicing medicine or providing for the delivery of behavioral health services and under no circumstances shall the Behavioral Health Services Entity or any of its Qualified Providers be deemed employees of the County.

10.2 Public Entity Crimes. Behavioral Health Services Entity certifies compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, as amended from time to time, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Behavioral Health Service Entity, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." The Behavioral Health Services Entity acknowledges that this Agreement shall be void if they have violated the above-referenced statute.

Additionally, the Behavioral Health Services Entity shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

10.3 Public Meetings and Records.

- a. The Behavioral Health Service Entity acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Behavioral Health Service Entity further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Behavioral Health Service Entity shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b. Without in any manner limiting the generality of the foregoing, to the extent applicable, the Behavioral Health Service Entity acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - (1) keep and maintain public records required by the County to perform the services required under this Agreement;
 - (2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Behavioral Health Service Entity does not transfer the records to the County; and
 - (4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Behavioral Health Service Entity or keep and maintain public records required by the County to perform the service. If the Behavioral Health Service Entity transfers all public records to the County upon completion of this Agreement, the Behavioral Health Service Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Behavioral Health Service Entity keeps and maintains public records upon completion of this Agreement, the Behavioral Health Service Entity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.
- c. **IF THE BEHAVIORAL HEALTH SERVICE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BEHAVIORAL HEALTH SERVICE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

10.4 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and make such additional acts as may be reasonably requested in order to effectuate this Agreement. Additional instruments require agreement by both parties.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable Federal laws and regulations, laws of the State of Florida and local ordinance. Venue will be in Polk County, Florida, or in the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

10.6 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. The County may not assign this Agreement without the Behavioral Health Services Entity's prior written consent except that the County may assign this Agreement to an entity related to the County by ownership or control or to any successor organization without the Behavioral Health Services Entity's prior written consent. The Behavioral Health Services Entity may not assign this Agreement without the County's prior written consent, except that the Behavioral Health Services Entity may assign this Agreement to an entity related to the Behavioral Health Services Entity by ownership or control or to any successor organization without the County's prior written consent.

10.7 Waiver. No waiver by either party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

10.8 Force Majeure. Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

10.9 Time is of the Essence. Time is of the essence in this Agreement. The parties shall perform their obligations within the time specified.

10.10 Notice. Any notice, demand or communication required, permitted or desired to be given pursuant to this Agreement shall be deemed effectively given when personally delivered or sent by fax with copy sent by overnight courier, addressed as follows:

BEHAVIORAL HEALTH SERVICES ENTITY:

Deanna Obregon, CEO
Cove Behavioral Health, Inc.
4422 E. Columbus Drive
Tampa, FL 33605

COUNTY:

Paula McGhee, Provider Services Manager
Health and Human Services Division
Polk HealthCare Plan
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

or to such other address as such party has specified by notice in writing to the other party. Notice shall be deemed to have been duly given when: (a) received, if personally delivered; (b) the day after it is sent, if sent by recognized expedited delivery service; or (c) three (3) days after it is sent, if mailed, first class mail, postage prepaid.

10.11 Entire Agreement. This Agreement is the entire agreement between the parties, and it may not be modified or amended except by agreement in writing between the parties hereto.

10.12 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the Effective Date.

BEHAVIORAL HEALTH SERVICES ENTITY
Cove Behavioral Health, Inc.

BY:

Deanna Obregon
Deanna Obregon, CEO

DATE:

09/11/23

WITNESS

WITNESS

Stephanie Maxwell

Stephanie Maxwell

POLK COUNTY, a political subdivision of the
State of Florida

BY:

George M. Lindsey, III
George M. Lindsey, III, Chairman

DATE:

9/19/23

ATTEST: Stacy M. Butterfield, Clerk

BY:

Alison Holland
Deputy Clerk

Approved as to form and legal sufficiency:

Shirley N. Nunnally
County Attorney's Office



EXHIBIT A
TOTAL COMPENSATION

Behavioral Health Provider Services

- I. Provider Reimbursement:** The Plan shall compensate physicians for Covered Services in accordance with the Fee Schedule below. Plan Year is October 1st to September 30th for benefit and limit purposes.

Description of Service	POS	Procedure Code	Mod1	Mod2	Rate	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Bio-psychosocial evaluation, substance abuse	11	H0001	HN		\$87.00 per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial evaluation, substance abuse - Telehealth	11	H0001	HN	95	\$87.00 per assessment	
Bio-psychosocial Evaluation, mental health	11	H0031	HN		\$87.00 per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial Evaluation, mental health - Telehealth	11	H0031	HN	95	\$87.00 per assessment	
In-depth assessment, new patient, substance abuse	11	H0001	HO		\$137.50 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, substance abuse - Telemedicine	11	H0001	HO	95	\$137.50per assessment	
In-depth assessment, established patient, substance abuse	11	H0001	TS		\$125.00 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, substance abuse - Telemedicine	11	H0001	TS	95	\$125.00per assessment	
In-depth assessment, new patient, mental health	11	H0031	HO		\$137.50 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, mental health - Telemedicine	11	H0031	HO	95	\$137.50 per assessment	
In-depth assessment, established patient, mental health	11	H0031	TS		\$125.00 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, mental health - Telemedicine	11	H0031	TS	95	\$125.00 per assessment	

**EXHIBIT A
TOTAL COMPENSATION**

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Rate	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Limited functional assessment, substance abuse	11	H0001			\$16.50 per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, substance abuse - Telehealth	11	H0001	95		\$16.50 per assessment	
Limited functional assessment, mental health	11	H0031			\$16.50 per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, mental health - Telehealth	11	H0031	95		\$16.50 per assessment	
Treatment plan development, new and established patient, mental health	11	H0032			\$106.70 per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, mental health - Telehealth	11	H0032	95		\$106.70 per event	
Treatment plan development, new and established patient, substance abuse	11	T1007			\$106.70 per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, substance abuse - Telehealth	11	T1007	95		\$106.70 per event	
Treatment plan review, mental health	11	H0032	TS		\$87.00 per event	A maximum of four treatment plan reviews per recipient per plan year.
Treatment plan review, mental health - Telehealth	11	H0032	TS	95	\$87.00 per event	The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, substance abuse	11	T1007	TS		\$87.00 per event	A maximum of four treatment plan reviews per recipient per plan year.
Treatment plan review, substance abuse - Telehealth	11	T1007	TS	95	\$87.00 per event	The reimbursement date for a treatment plan review is the day it is authorized by the treating
Psychiatric evaluation by a physician	11	H2000	HP		\$339.00 per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by physician - Telemedicine	11	H2000	HP	95	\$339.00 per evaluation	
Psychiatric evaluation by a non-physician	11	H2000	HO		\$165.00 per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by a non-physician - Telemedicine	11	H2000	HO	95	\$165.00 per evaluation	
Brief behavioral health status exam	11	H2010	HO		\$14.66 per quarter hour	There is a maximum of 10 quarter-hour units annually (2.5 hours) per recipient per plan year. There is a maximum daily limit of two quarter-hour units. A brief behavioral assessment is not reimbursable on the same day that a psychiatric evaluation, bio-psychosocial assessment, or in-depth assessment has been completed by a qualified treating practitioner.

**EXHIBIT A
TOTAL COMPENSATION**

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Rate	Reimbursement and Service Limitations
Behavioral Health Medication Management Services						
Medication management	11	T1015			\$85.00 per event	No limit.
Medication management-Telehealth	11	T1015	95		\$85.00 per event	
Alcohol and other drug screening specimen collection	11	H0048			\$25.00 per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Alcohol and/or drug screening (Oral)	11	H0049			\$25.00 per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Behavioral Health Therapy Services						
Individual and family therapy	11	H2019	HR		\$21.75 per quarter hour	A maximum of 104 quarter-hour units (26 hours) of individual and family therapy services per recipient per plan year.
Individual and family therapy - Telehealth	11	H2019	HR	95	\$21.75 per quarter hour	There is a maximum daily limit of four quarter-hour units (1 hour).
Group therapy	11	H2019	HQ		\$21.75 per quarter hour	A maximum of 156 quarter-hour units (39 hours) of group therapy services per recipient per plan year
Group therapy - Telehealth	11	H2019	HQ	95	\$21.75 per quarter hour	
Case Management						
Case Management, 15 min	11	T1016			\$17.00 per each 15 minutes	Each 15 minutes. No limits.
Case Management, 15 min - Telemedicine	11	T1016	95		\$17.00 per each 15 minutes	

II. The following co-pays apply to Plan Members.

The Behavioral Health Services Entity or the Behavioral Health Services Entity's Designee shall collect a co-pay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

**POLK HEALTHCARE PLAN
MEDICAL CARD**

Essential Care Choices Card
\$1.00 Office Visit

Chronic Care Choices Card
\$1.00 Office Visit


EXHIBIT B INSTRUCTIONS FOR VERIFICATION OF ENROLLMENT

The following sources of enrollment verification shall be made when providing services to a Plan Member.

1. Each Member receives an identification card upon enrollment in the Plan. The card should always be presented to the Behavioral Health Services Entity when services are requested by Member and prior to receipt of services. The Behavioral Health Services Entity shall confirm eligibility by contacting the County or its third party administrator. It shall be the responsibility of the Behavioral Health Services Entity to confirm active enrollment prior to services being rendered.
2. If inpatient-admission certification is required for Member, the Behavioral Health Services Entity shall confirm admission certification approval, including contacting the County's representative or its third party administrator, when necessary.

Polk HealthCare Plan – Medical Card

FRONT OF CARD
BACK OF CARD



Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #: _____ Worker Code: _____

Member Name: _____

Essential Care Choice

\$1 Primary Care / \$25 ER / Rx=\$1 Generic / \$5 Brand Name

OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period: _____ to _____

Primary Care Physician: _____

PCP Office Phone #: _____


NOTICE TO MEMBER:
Carry this card with you at all times. To be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferable and is only valid for the eligibility period listed on the front. *Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax.* Member Eligibility Appointments & Inquiries: Call (863) 533-1111.

NOTICE TO PROVIDERS:
Only inpatient medical and surgery stays and certain outpatient services/procedures require prior authorization. Providers Call:

Claims and Benefit Information Ph: (888) 850-8222	AHH Pre-Certification Fax (844) 241-9075
Paper Claim Submission Meritain Health PO Box 853921 Richardson, TX 750853921	Electronic Claim Submission WebMD/Emdeon 41124 McKesson/Relay Health 1761

Polk HealthCare Plan – Medical Card

FRONT OF CARD
BACK OF CARD



Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #: _____ Worker Code: _____

Member Name: _____

Chronic Care Choice

\$1 Primary Care / \$25 ER / Rx=\$0 Generic / \$3 Brand Name

OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period: _____ to _____

Primary Care Physician: _____

PCP Office Phone #: _____

NOTICE TO MEMBER:
Carry this card with you at all times. To be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferable and is only valid for the eligibility period listed on the front. *Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax.* Member Eligibility Appointments & Inquiries: Call (863) 533-1111.

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DISCLAIMER: THIS VERSION OF THE CARD IS EFFECTIVE BEGINNING 12/15/16 AND MAY BE SUBJECT TO CHANGE. PLEASE WATCH THE POLK HEALTHCARE PLAN WEBSITE.