

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

PLANNED PARENTHOOD LEAGUE OF
MASSACHUSETTS, INC.,

Plaintiff,

v.

UPIC HEALTH, INC. and
MARY TUCKER,

Defendants.

C.A. No. 20. 1444 C

VERIFIED COMPLAINT and JURY DEMAND

INTRODUCTION

Since its establishment in 1979, Plaintiff Planned Parenthood League of Massachusetts, Inc. ("PPLM") has owned and published local and toll-free telephone numbers for use by its patients, volunteers and clinicians. Until 2017, PPLM operated an internal call center to handle telephone calls to various departments in its four state-wide health centers. In 2017, PPLM outsourced its call center operations to Defendant UPIC Health, Inc. ("Defendant" or "UPIC"). As part of the migration of PPLM's calls to UPIC's external call center, PPLM "ported" its local and toll-free telephone numbers to UPIC's service provider. For almost three (3) years, UPIC has served as the external call center for PPLM, receiving calls made to PPLM's published local and toll-free numbers and redirecting them to the appropriate PPLM department or provider. For patients and others calling PPLM to these known and published numbers, this interface and redirection through an external call center is invisible.

Defendant Mary Tucker is UPIC's Chief Executive Officer ("Tucker"). Tucker served as

PPLM's Customer Contact for the porting of PPLM's telephone numbers to PPLM's new service provider in 2017. In early May of 2020, PPLM asked Tucker to orchestrate the return of its telephone numbers, and Tucker has failed and refused to do so. Tucker thereafter fabricated and charged PPLM a \$93,312.23 "late payment penalty."

This action arises from Defendants' refusal to return PPLM's published, proprietary telephone numbers to PPLM after demand, and Defendants' attempt to charge PPLM a fabricated "late payment fee." By this action, PPLM seeks to:

- (a) require Defendants to return PPLM's telephone numbers;
- (b) require Defendant to withdraw the \$93,312.23 late payment penalty;
- (c) recover damages caused by Defendant's unlawful actions; and
- (d) pursue other common law and statutory claims against Defendant.

PARTIES

1. PPLM is a non-profit Massachusetts corporation with a principal place of business at 1055 Commonwealth Ave, Boston, Massachusetts 02215. PPLM's mission is to protect and promote sexual and reproductive health and freedom of choice by providing clinical services, education and advocacy.

2. UPIC is a Virginia corporation with a principal place of business at 5630 Robin Hood Road, Suite 200, Norfolk, Virginia 23513.

3. Tucker is an individual who on information and belief, resides at 1325 13 Street NW, #42, Washington, DC 20005. At all relevant times, Tucker was and is the Chief Executive Officer of UPIC.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this matter because the amount in controversy exceeds \$50,000, and Plaintiff seeks equitable relief.

5. This Court has personal jurisdiction over Defendants under the Massachusetts Long Arm Statute, Mass.Gen. Laws, c. 223A, § 3 because UPIC and Tucker transacted business in this Commonwealth; contracted to supply services in this Commonwealth; and caused tortious injury by acts and/or omissions in this Commonwealth. Moreover, the exercise of personal jurisdiction does not offend due process.

6. Venue is proper in Suffolk County pursuant to M.G.L. c. 223, § 1 because Plaintiff's principal place of business is located there.

STATEMENT OF FACTS

PPLM's Business and Published Telephone Numbers

7. Since 1979, PPLM has provided clinical services and education for sexual and reproductive health and advocacy for freedom of choice.

8. Over time, PPLM has made a significant investment in the acquisition, maintenance and publishing of its local and toll-free numbers to enable its patients, volunteers, and clinicians to connect with its four statewide health centers and the various departments therein, 24 hours a day, 365 days a year.

9. PPLM considers the local and toll-free numbers it has published for decades to be valuable assets of its organization.

PPLM Outsources its Call Center

10. Until 2017, PPLM handled all of its incoming calls by operating an internal call center run by PPLM patient service representatives.

11. In 2017, PPLM outsourced its call center operations to UPIC in order to provide operational stability, improve call center performance, and reduce expenses.
12. PPLM entered into a Services Agreement with UPIC (“Agreement”) to create and maintain an external PPLM call center to receive and handle all calls made to PPLM’s local and toll-free numbers. A true copy of the Agreement is attached as Exhibit A.
13. PPLM and UPIC decided the most cost-effective method to enable UPIC to receive and handle the telephone calls made to PPLM’s local and toll-free telephone numbers, would be to route these calls directly to UPIC’s call center.
14. In order to maintain its same local and toll-free numbers and route its calls directly to UPIC, PPLM ported¹ its incoming telephone calls from its then-service provider to UPIC’s service provider, inContact.
15. As part of the “porting” process, PPLM executed Local Number and Toll-Free Portability Letters of Authorization to approve the porting of all of its local and toll-free telephone numbers to inContact. A true copy of one of the Letters of Authorization executed by PPLM is attached hereto as Exhibit B.
16. Each Letter of Authorization identifies Tucker as PPLM’s “Customer Contact.” See e.g., *id.*
17. Consistent with the Agreement, PPLM at all times owned and controlled the telephone numbers it brought to the call center project. See Exhibit A, ¶2.
18. Also consistent with the Agreement, UPIC at all times owned and controlled the telephone numbers it brought to the call center project. *Id.*

¹ “‘Porting’ is the process by which an existing phone number is transferred from one service provider to another when a customer switches telephone service. *Porting: Keeping Your Phone Number When You Change Providers*, <https://www.fcc.gov/consumers/guides/porting-keeping-your-phone-number-when-you-change-providers> (last visited July 31, 2019).” *Breda v. Celco P’ship*, 934 F.3d 1, 5 (1st Cir. 2019).

19. Over the course of PPLM's utilization of UPIC's call center services, UPIC changed service providers on two occasions, first to Newbridge and most recently, to Generys.

20. PPLM did not execute any Letters of Authorization to port its telephone numbers from inContact to Newbridge or to Generys.

21. On information and belief, inContact, Newbridge and thereafter Generys assumed UPIC and/or Tucker had authority to port PPLM's telephone numbers to new service providers.

22. On information and belief, Tucker, on behalf of UPIC, orchestrated the porting of PPLM's telephone numbers from inContact to UPIC's subsequent service provider, Newbridge, and from Newbridge to its current service provider, Generys so that UPIC could continue to route PPLM telephone calls to UPIC's call center and provide call center services for PPLM.

23. In May of 2020, PPLM wanted to ensure control over its telephone numbers and compliance with the planned security controls initiated by Planned Parenthood Federation of America.

24. On May 6, 2020, PPLM's Chief Information Officer, Aaron Caine ("Caine"), contacted Tucker to inquire about PPLM's ported telephone numbers.

25. During their May 6, 2020 telephone call with Tucker, Caine explained PPLM's need to maintain complete control over its telephone numbers by having the numbers ported back to PPLM's designated service provider.

26. During that same May 6, 2020 telephone call, Caine asked Tucker to orchestrate the return of PPLM's telephone numbers.

27. In response to Caine's request, also during the same May 6, 2020 telephone call, Tucker agreed to orchestrate the return of PPLM's telephone numbers.

28. After their May 6, 2020 telephone call, Caine sent Tucker an email, thanking

Tucker and wishing Tucker luck on UPIC's latest project. In that same email, Caine told Tucker they looked forward to "reconnecting on the other side."

29. Tucker responded to Caine's email the same day, telling them UPIC would "keep you posted" and was "sure transition of ownership of TNs will be a simple matter of paperwork." "TNs" is shorthand for "telephone numbers." A true copy of the May 6, 2020 email exchange between Caine and Tucker is attached hereto as Exhibit C.

30. On information and belief, at some point after the May 6, 2020 exchange of emails, Tucker formed a belief PPLM wanted its telephone numbers ported back to its own service provider in order to terminate its relationship with UPIC.

31. By the beginning of June 2020, Caine had not heard from Tucker regarding the return of PPLM's telephone numbers.

32. One June 2, 2020, Caine sent Tucker an email to followed up on Tucker's May 6, 2020 agreement to execute the paperwork to transition the telephone numbers back to PPLM; Tucker did not respond. A true copy of the June 2, 2020 email from Caine to Tucker is attached hereto as Exhibit D.

33. On June 10, 2020, Caine asked Ryan Ribeiro, PPLM's Vice President of Health Center Operations, to follow up with Tucker on Tucker's agreement to orchestrate the transfer of PPLM's telephone numbers.

34. Tucker responded to Ribeiro by referring PPLM to UPIC's counsel to discuss the matter. A true copy of the June 10, 2020 email exchange between Ribeiro and Tucker is attached hereto as Exhibit E.

35. On June 15, 2020, Caine again reached out to Tucker in an effort to resolve what Tucker had described as "just a simple matter of paperwork" without the need for counsel

involvement. Again, Tucker responded by referring PPLM to UPIC's counsel. A true copy of the June 15, 2020 email exchange between Caine and Tucker is attached hereto as Exhibit F.

36. Counsel for PPLM spoke with counsel for UPIC regarding the return of PPLM's telephone numbers on June 17, 2020.

37. During the June 17, 2020 call, Counsel for UPIC never disputed PPLM's right to the telephone numbers, but refused to discuss any issues between UPIC and "single affiliates" of Planned Parenthood.

38. PPLM is a corporate entity separate and apart from any other Planned Parenthood affiliate.

39. UPIC entered into the Agreement with PPLM, a single affiliate of Planned Parenthood.

UPIC's \$93,312.23 "late payment penalty"

40. On June 15, 2020, the same day Tucker referred PPLM to counsel for the return of its telephone numbers, Tucker, on behalf of UPIC, sent PPLM an invoice dated May 31, 2020 for services rendered by UPIC to PPLM for the month of May, 2020. A true copy of the email from Tucker to PPLM with the attached invoice is attached hereto as Exhibit G.

41. In the May 31, 2020 invoice, UPIC, included a \$93,312.23 "late payment penalty," which it itemized in its monthly report to PPLM. A true copy of the itemized spreadsheet provided by Tucker in support of the "late payment penalty" is attached hereto as Exhibit H

42. According to UPIC's itemized spreadsheet, the so-called "late payments" date back to January of 2018. Id.

43. Per the spreadsheet, UPIC calculated the "late payment penalty" by charging

PPLM 1.5% of the invoice per day for each day the invoice remained unpaid. Id.

44. The Agreement permits imposition of a “late payment charge of 1.5% or the maximum rate permitted by law.” See Exhibit A, ¶5.

45. The only reasonable interpretation of the late payment charge permitted by Paragraph 5 of the Agreement is a standard 1.5% per month fee on overdue invoices.

46. UPIC’s attempt to impose a late payment penalty for the 19-month period dating back to January of 2018 is contrary to its March 4, 2020 email to PPLM’s Patient Services Manager, Ari Stoeffler (“Stoeffler”) advising PPLM UPIC would impose late payment penalties beginning in 2020. A true copy of the March 4, 2020 email chain between Stoeffler and Tucker is attached hereto as Exhibit I.

47. Stoeffler responded to UPIC’s March 4, 2020 email to confirm UPIC would not charge retroactive “late payment” penalties prior to 2020. Id.

48. Tucker, on behalf of UPIC, confirmed 2020 was the “first year we are applying penalties.” Id.

49. UPIC calculated PPLM’s “late payment penalty,” using the date of each invoice (the last day of the prior month) as the start of UPIC’s “TERMS net 30 days” period (stated on UPIC’s invoices). See Exhibit H.

50. UPIC rarely submitted an invoice to PPLM on the date of invoice.

51. UPIC emailed invoices up to 25 days after of the first of the month, making them due days or weeks after the first of the following month per UPIC’s “TERMS net 30 days.” As an example of UPIC’s invoicing practices, a true copy of an October 25, 2018 email from Tucker to PPLM’s prior Patient Services Manager, Sarah Fuller, attaching UPIC’s September 2018 invoice is attached hereto as Exhibit J.

52. On some occasions, UPIC made mistakes in the invoices and had to send corrected invoices.

53. The re-issuing of new invoices extends UPIC's "TERMS net 30 days" deadline. As an example of UPIC's invoice re-issuing practices, a true copy of a March 4, 2018 email from Tucker to Fuller, attaching UPIC's February 2018 invoice which UPIC then reduced by \$4,000 and resent on March 8, 2018 is attached hereto as Exhibit K.

54. UPIC's calculation of the late payment penalty does not take into account UPIC's own issues with receipt of checks.

55. PPLM paid its February 2019 invoice on time, but the payment went out before Tucker advised clients that UPIC had changed address. A true copy of a March 28, 2019 email exchange between Tucker and Fuller is attached hereto as Exhibit L.

56. On information and belief, UPIC's refusal to transition PPLM's telephone numbers and its fabricated the "late payment penalty" are in retaliation of its belief PPLM is terminating its relationship with UPIC and as part of its efforts to exact concessions from PPLM to which UPIC is not otherwise entitled.

57. On or about July 7, 2020, PPLM sent a demand letter to UPIC for the return of its telephone numbers and the removal of the late payment penalty.

58. To date, UPIC has failed and refused to accede to PPLM's demand.

59. UPIC's actions jeopardize PPLM's business, its control over its assets and its rights under the Agreement.

COUNT I
(Breach of Contract v. UPIC)

60. PPLM repeats and realleges the allegations contained in Paragraphs 1 through 59 above.

61. The Agreement is a valid and binding contract supported by adequate consideration.

62. The Agreement provides that each party will retain ownership and control over the telephone numbers each party owned and brought to the call center services project.

63. UPIC has breached the Agreement by, among other things, refusing to arrange for the porting of PPLM's local and toll-free telephone numbers back to PPLM after repeated demand.

64. UPIC has further breached the Agreement by charging late payment penalties to which it is not entitled.

65. As a direct and proximate result, PPLM has sustained and will continue to sustain damages, including damages to its business in an amount to be determined at trial.

66. PPLM is also entitled to an award of attorneys' fees as the prevailing party in this action pursuant to Paragraph 26 of the Agreement.

COUNT II

(Breach of Implied Covenant of Good Faith and Fair Dealing v. UPIC)

67. PPLM repeats and realleges the allegations contained in Paragraphs 1 through 66 above.

68. Massachusetts law implies a covenant of good faith and fair dealing in every agreement.

69. The Agreement is a contract governed by Massachusetts law.

70. UPIC's knowing and direct violations of the Agreement, as set forth above, including its refusal to return PPLM's telephone numbers in order to extract concessions from PPLM deprive PPLM of the fruits of its contract and constitute violations of the covenant of good faith and fair dealing that is implicit in the Agreement.

71. As a direct and proximate result, PPLM has sustained and continues to sustain damage to its business in an amount to be determined at trial.

COUNT III
(Conversion/Wrongful Retention of Property v. Tucker and UPIC)

72. PPLM repeats and realleges the allegations contained in Paragraphs 1 through 71 above.

73. PPLM's local and toll-free telephone numbers are property of PPLM.

74. Defendants' actions in refusing to return PPLM's telephone numbers after demand and exercising unlawful dominion and control over PPLM's property constitute conversion and/or wrongful retention of PPLM's property.

75. As a direct and proximate result, PPLM has sustained and continues to sustain damage to its business in an amount to be determined at trial.

COUNT IV
(Specific Performance v. UPIC)

76. PPLM realleges and incorporates the allegations contained in paragraphs 1 through 75 above.

77. PPLM and UPIC are parties to the Agreement.

78. UPIC has failed and refused to perform its obligations under the Agreement, to wit, returning PPLM's telephone numbers.

79. PPLM is entitled to equitable relief of specific performance of the Agreement because the equities tip heavily in favor of PPLM.

COUNT V
(Violation of Mass. Gen. L. c. 93A, §11)

80. PPLM realleges and incorporates the allegations contained in paragraphs 1 through 79 above.

81. PPLM and UPIC are businesses engaged in trade or commerce.
82. UPIC's actions as described above constitute an unfair and/or deceptive business practice in violation of M.G.L. c. 93A, §11.
83. UPIC's actions as described above are willful and knowing violations of M.G.L. c. 93A, §11.
84. UPIC's actions giving rise to liability occurred substantially in the Commonwealth of Massachusetts.
85. PPLM has been damaged as a result of UPIC's willful and egregious actions in violation of M.G.L. c. 93A, entitling PPLM to multiple damages and attorneys' fees.

COUNT VI
(Injunctive Relief)

86. PPLM realleges and incorporates the allegations contained in paragraphs 1 through 85 above.
87. PPLM has a substantial likelihood of success on the merits of one or more of the aforementioned claims.
88. PPLM will be irreparably harmed if an injunction does not enter.
89. PPLM is entitled to injunctive relief because the equities tip in its favor.

COUNT VII
(Equitable Replevin/Return of Goods or Chattels - M.G.L. c. 212, §3)

90. PPLM repeats and realleges the allegations contained in Paragraphs 1 through 89 above.
91. PPLM's telephone numbers are "goods or chattels" subject to equitable replevin under Massachusetts law.
92. Defendants have no claim of right to the telephone numbers yet have failed and

refused to return the telephone numbers to their rightful owner, PPLM, after repeated demand.

93. Equity dictates return of PPLM's telephone numbers under the doctrine of equitable replevin and the authority of M.G.L. c. 212, §3 as well as the common law.

94. PPLM seeks an order for the immediate return of the telephone numbers under this Court's equitable powers, including those specially granted to it under M.G.L. c. 212, §3.

REQUESTS FOR RELIEF

WHEREFORE, PPLM respectfully requests that this Court:

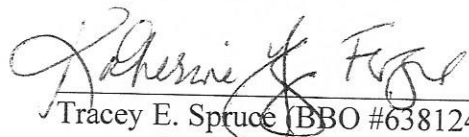
1. Order return of PPLM's telephone numbers and withdrawal of the late penalty fee.
2. Enter judgment in favor of PPLM and against Defendant on all Counts, in an amount to be determined by the Court, together with interest, costs, and attorneys' fees.
3. Grant such other and further relief as the Court deems appropriate.

PLAINTIFF SEEKS TRIAL BY JURY FOR ALL ISSUES SO TRIABLE

Respectfully submitted,

PLANNED PARENTHOOD LEAGUE OF
MASSACHUSETTS, INC.

By its attorneys,



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VERIFICATION

I, Jennifer Childs-Roshak, am the President and Chief Executive Officer of Planned Parenthood League of Massachusetts, Inc. ("PPLM") I have carefully reviewed the above Verified Complaint and certify that all the allegations contained therein are true and based on my personal knowledge and the knowledge of PPLM except those based on information and belief, which I also believe to be true. I am aware that if the above statements are willfully false, I am subject to punishment.

Jennifer Childs-Roshak

Jennifer Childs-Roshak (Jul 2, 2020 19:07 EDT)

Jennifer Childs-Roshak

Dated: July 2, 2020

EXHIBIT A



SERVICES AGREEMENT

Corporate Office
4115 Pleasant Valley Rd, Suite 100
Chantilly, VA 20151

Client: Planned Parenthood League of Massachusetts, Inc.

Contact: Susan Lit, Chief Operating Officer

Email: slit@pplm.org

Patient Communications Center Vendor:

UPIC Health, LLC Corporate Office | 4115 Pleasant Valley Rd., Chantilly VA 20151 | Email: mary@upichealth.com

UPIC Health Authorized Individual (Contact): Mary Tucker, Chief Executive Officer

Email: mary@upichealth.com

This is an agreement ("Agreement") dated June 12, 2017 between Planned Parenthood League of Massachusetts ("Client") and UPIC Health ("Supplier").

Background:

Client desires to organize and outsource centralized Patient Communications Center services for the benefit of their patients and staff; and UPIC Health provides centralized Patient Communications Center services; and Client hereby contracts with UPIC Health for Patient Communications Center Services ("Services") through Unified communications platforms, staffed with health service representatives and as described in the terms and conditions set forth herein as described in Appendix 1 and 2.

1. UPIC Health will process inbound and/or outbound contacts for Client's Patient Communications Center Program as indicated necessary to fulfill the results expected and outlined in Appendix 1. Such activities shall be as directed from time to time by Client as set forth in this agreement; as such activities may be amended in writing from time to time as mutually agreed. UPIC Health may conduct various inbound and outbound programs and services for Client as mutually agreed from time to time during the term (as defined below). Such programs, if any and the prices therefor will be set forth in additional addendums to this agreement.

2. Client will own and have sole control of any toll free numbers provided to UPIC Health if required or UPIC Health will provide local or toll free forwarding telephone numbers to Client, and will own and have sole control of any such numbers. Local and toll free numbers provided to Client by UPIC Health, remain property of UPIC Health. An outline of the Interactive Voice Response workflow and phone numbers is provided as Appendix 3.

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3. The Schedule of Fees Due by Client to UPIC Health hereunder is attached as Appendix 1.

4. Holiday Labor surcharge fees will apply to premium holidays should Client require services as outlined in Appendix

1. Premium Holidays include;

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving

Christmas Day

5. Payment - It is preferred (but not required) statements rendered by UPIC Health are payable through ACH. If Client chooses to use ACH, Client will provide UPIC Health Client's RTN and Account number. UPIC Health will provide a detailed monthly invoice per the pricing outlined in Appendix 1 for Client review before initiating an ACH transaction. Failure to pay charges (including checks returned for insufficient funds) may result in discontinuation of service and the imposition of a late payment charge of 1.5% or the maximum rate permitted by law until such payments are made in full. If UPIC Health engages an outside collection agency and/or attorney to collect any amount owed by client to UPIC Health, Client will be responsible for such costs of collection. Such late payment by Client shall not result in an interruption of Services by UPIC Health unless Client does not make payment within thirty (30) days of the third attempt by UPIC Health to procure such payment from Client.

6. UPIC Health shall not use the name, logos, or trademarks of Client in promotional and marketing material or publicity releases without the express written consent of Client. All media releases, public announcements and public disclosures by Client or UPIC Health or their respective employees or agents relating to this Agreement, including promotional or marketing material (but not including any announcement intended solely for internal distribution at UPIC Health or Client, as the case may be) shall be coordinated with and approved by UPIC Health or Client prior to the release thereof. All uses of the Client trademarks and trade names by UPIC Health must be approved in advance expressly in writing by Client and used pursuant to Client's trademark use policy.

7. UPIC Health certifies that it will comply with all federal, state and local laws. UPIC Health will provide indemnification, defend and hold harmless Client for any claims related to the violation of applicable regulations or from any acts or omissions that give rise to damages. Client will provide indemnification, defend and hold harmless UPIC Health for any claims related to the violation by Client of applicable healthcare laws, rules and regulations. UPIC Health will not be required to comply with any Client request to violate federal, state or local laws, rules or regulations, including those related to outbound services.

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8. Client will conduct Train the Trainer sessions as needed, at mutual expense, to ensure that UPIC Health trainers are well equipped to train UPIC Health employees hired expressly to meet the requirements of this Agreement and to meet the standard of care and compliance required to support Client's program. If Client requests in person training, Client is responsible for all expenses for such training, agreements for which will be reached prior to costs being incurred. Unless otherwise indicated, UPIC Health Train the Trainer sessions will be done utilizing a virtual setting environment or at UPIC Health Corporate offices.

9. Client agrees to fully and accurately provide all necessary information that is requested by UPIC Health for purposes of performing UPIC Health's obligations hereunder, and to promptly advise UPIC Health of any changes in such information. UPIC Health reserves the right to suspend the provision of service to the Client if the information supplied by Client is materially inaccurate and impairs, in any material respect, UPIC Health's ability to perform its obligations to the Client hereunder after making best efforts to obtain accurate information from Client. UPIC Health shall only use Client approved guidelines, business rules and workflows mutually developed and approved.

10. Additional Warranties

10.1 Authority; No Conflicts. Each party represents and warrants that (i) it has the requisite right, power, and authority to enter into and to perform its obligations under this Agreement; (ii) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and (iii) this Agreement does not conflict with the terms of any other agreement to which it is a party.

10.2 Compliance. Each party represents and warrants that it will perform its obligations under this Agreement in compliance with all applicable laws, statutes, rules, regulations, orders and decrees.

10.3 Intellectual Property. UPIC Health represents and warrants that (i) the Services do not and will not infringe on any patent, copyright, trademark or other intellectual property rights of any third party; (ii) that no claim of such infringement has been threatened or asserted; and (iii) that UPIC Health has all necessary and appropriate rights to grant any licenses provided for herein.

10.4 Industry Standards; UPIC Health represents and warrants that all Services performed hereunder shall (i) be performed by personnel possessing the requisite skills, technology and experience; (ii) be performed in a professional manner consistent with industry standards applicable thereto; (iii) conform to the specifications set forth in Appendix 1 and 2 and any applicable future Statement of Work. UPIC Health also represents and warrants that it shall devote an adequate portion of its time to ensure best efforts in the performance of its duties hereunder and to the business and affairs of Client and UPIC Health shall use its best efforts to preserve the goodwill associated with Client's business.

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10.5 Personal Inducements. UPIC Health represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of UPIC Health to Client and/or the employees, officers, or directors of Client, or to any other person, party or entity affiliated with Client, as an inducement to purchase or to influence the purchase of services by Client from UPIC Health.

10.6 Performance Standards: The Services provided by UPIC Health shall be in accordance with guidelines and protocol as instructed by Client in addition to target contact handling goals as outlined in Appendix 1. Further, UPIC Health agrees to comply with all of Client's policies and procedures (the "Policies and Procedures") received by it. UPIC Health acknowledges receipt of Policies and Procedures by delivery to the appropriate UPIC Health Authorized Individual. UPIC Health acknowledges that there may be additional Policies and Procedures defined by Client after the commencement of this Agreement and that UPIC Health shall adhere to these reasonable Policies and Procedures.

Client agrees to provide UPIC Health with all necessary information in a timely manner as specified in Appendix 2 in order for UPIC Health to provide Services to Client and its patients/ customers. Client expressly agrees that UPIC Health's ability to provide the Services is a function of the client's performance of its obligations under this Agreement. Services may be delayed or rendered impossible to deliver if Client fails to fulfill its obligations under this Agreement; any such failure by Client shall in no way relieve the Client of its obligation to pay fees as outlined in this Agreement.

11. Term and Termination

The term of this agreement (the "term") will commence as of the latest date upon which it is signed by a party and shall be for (2) years (the "Initial Term"). At least 60 (sixty) days prior to the end of the Initial Term, Client shall inform UPIC Health whether it shall renew this Agreement for an additional two (2) year term. If Client chooses to renew this Agreement for an additional two (2) year term after the Initial Term, the rates set forth in Appendix 1 will remain unchanged barring any material change in services as outlined in Appendix 1 that affects costs of delivery enacted during the first 2 years of this agreement. Rate increases in subsequent years (after the second anniversary of the effective date of this Agreement) will not exceed four (4) percent of the previous year's rates.

Client may terminate this Agreement and/or any statement of work entered into hereunder without cause upon delivery of ninety (90) days' notice to UPIC Health. Termination of a statement of work shall not be deemed to be a termination of this Agreement or any additional statement of work, unless expressly provided in the termination notice.

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Notwithstanding the foregoing, this Agreement may also be terminated (i) by Client, upon sixty (60) days prior written notice by Client to UPIC Health in the event that UPIC Health commits a material breach of its obligations hereunder, including, without limitation, a compromise of patient care or patient confidentiality by UPIC Health, if such breach is not cured within sixty (60) days period (ii) by Client immediately should the actions of UPIC Health cause imminent harm to a patient and (iii) by UPIC Health upon sixty (60) days prior written notice by UPIC Health to Client in the event that Client commits a material breach of its obligations hereunder, including, without limitation, failure of Client to pay any of the fees due and payable hereunder, if such breach is not cured within such sixty (60) day period.

Client has the right to terminate this agreement without penalty if UPIC Health does not meet Client's standards (agreed upon service levels as outlined in Appendix 1). For any period of missed or sub-standard service levels as outlined in Appendix 1, UPIC Health will then have 30 days to remedy the situation without risking immediate termination of this Agreement. If after those 30 days, UPIC Health has not remedied sub-par service levels, Client can then terminate agreement without notice.

Upon termination of this Agreement for any reason, UPIC Health shall cooperate fully with Client and comply with Client's Policies and Procedures in the transfer of UPIC Health's obligations hereunder to Client or its designee. UPIC Health shall promptly provide Client with any and all information and documentation necessary for such transfer.

12. Indemnity:

Client shall indemnify and hold UPIC Health and its officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a claim, which if true, would constitute a violation by Client of the representations and warranties set forth in Section 2 above.

12.1 UPIC Health shall indemnify and hold Client and its officers, directors, employees, attorneys, and agents and all Client Affiliates harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (a) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; or (b) any claim, which may arise from the services rendered in this Agreement, should the claim be attributed to a an act or an omission by UPIC Health.

12.2 The party seeking indemnification shall (a) promptly give written notice of the claim to the other party; (b) give the other party sole control of the defense and settlement of the claim (provided that the party providing indemnifications may not settle or defend any claim unless it unconditionally releases the other party of all liability); and (c) provide the other party all available information and assistance.

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13. Limitation of Liability: EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 12 ABOVE (INDEMNIFICATION), IN NO EVENT WILL: (A) NEITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS OR INCOME

14. Confidentiality Agreement: During the term of this Agreement, each party will be exposed to information that is confidential and proprietary to the other party. This information ("Confidential Information") includes, without limitation, information regarding Client's and affiliates' patients; Client's and its affiliates' contractual relationships with payers and others; and both parties' policies and procedures, business, affairs, plans, employees, methods and systems, and trade secrets. Neither party shall, either during the term of this Agreement or at any time thereafter, use for its own benefit, or for the benefit of any other person, or to the detriment of the other party, or disclose to any person, firm or corporation, any Confidential Information or other proprietary knowledge of or concerning the business or affairs of the other party which may have been acquired in the course of or as incident to the performance of services under this Agreement. This Section shall not prohibit either party from disclosing any information pursuant to a subpoena or court order in criminal, civil, or administrative proceedings; provided that, in the event a third party seeks to obtain disclosure from a party of any Confidential Information, through judicial process or otherwise, it shall promptly notify the other party of such attempt. Such notice shall include copies of all documents and correspondence served upon or delivered to either party by such third party and a summary of all oral discussions with respect thereto. The affected party shall have the right, by its counsel and at its expense, to object to and resist such disclosure. Each party shall have the obligation to cooperate with the other party, at such other party's expense, but shall not be required to violate any law. Upon termination of this Agreement, UPIC Health shall return or destroy to Client all Confidential Information supplied to UPIC Health under this Agreement.

14.1 Both parties agree to comply with all federal and state confidentiality and data security provisions, including, without limitation, those affecting patients, such as HIPAA. Both parties shall implement appropriate procedures to safeguard the privacy of information that identifies a patient and agree to release such information only to authorized persons or in accordance with state or federal law as indicated in both section 20 and in the executed Business Associates' Agreement (BAA - Appendix 3) following. Assessment records of contacts must be maintained in an accurate and timely manner.

Force Majeure: Neither party shall be in default under this Agreement because of any failure to perform in accordance with its terms and conditions if such failure arises from causes beyond its control including, but not limited to, acts of God, acts of government, fires, floods, strikes, embargoes, inability to secure transportation facilities, or any and all causes beyond control of such party.

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14.2 No Waiver and Severability: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision nor shall any such waiver constitute a continuing waiver. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

15. Assignment: Neither party shall assign this Agreement without prior written consent of the other. However, either may assign this Agreement in whole or in part, without the other party's consent in the case of a merger, acquisition, divestiture, consolidation, or corporate reorganization (whether or not the assigning party is the surviving entity). If UPIC Health assigns this Agreement in the case of a merger, acquisition, divestiture, consolidation, or corporate reorganization, as a condition of such assignment it shall guarantee to Client that the terms of this Agreement and any appendices and statements of work attached hereto shall remain in force until the end of the term of this Agreement and guarantees that the new entity will negotiate reasonably and in good faith any new contract terms with Client and share UPIC Health's same commitment to PP AFFILIATE.

16. No Discrimination/Compliance with Federal, State and Local Laws: UPIC Health agrees to fully comply with all applicable federal, state and local laws, including but not limited to the Americans with Disabilities Act of 1990 as Amended. In addition, UPIC Health agrees that it may not deny, limit or condition the furnishing of services to Client or to Client's patients on the basis of medical condition, claims experience, medical history, disability or genetic information or any other status protected by federal, state or local law or ordinance.

17. Obligations of the Client: Prior to commencement of this Agreement, Client shall, at their own expense, advise eligible patients about the Services and the procedures for accessing such Services.

17.1 Prior to commencement of this Agreement, Client shall supply to UPIC Health, in a mutually agreed upon format the after hours emergency contact numbers which are available to patients contacting UPIC Health for emergency situations if the after hours emergency contact channel is not managed by UPIC Health as part of this Agreement.

17.2 Prior to commencement of this Agreement, Client shall advise UPIC Health of Client's information regarding preference for emergency referrals and use of standardized contact handling guidelines.

17.3 Client shall give notice (together with all pertinent information) to UPIC Health at least four (4) business days in advance of any change in the Services hours set forth in Appendix 1 so that UPIC Health can adequately prepare and staff its personnel for such additional services. UPIC Health agrees to accommodate real time changes in Health Center services as they apply.

18. Acceptance of Contacts: UPIC Health will automatically accept all contacts that come from the Client (as applicable), and will bill the Client as set forth in Appendix 1.

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Contact Records: As part of the Services, all contacts into UPIC Health from Client patients may be recorded and/or monitored by UPIC Health solely for quality assurance, educational and complaint resolution purposes (all such contacts received by UPIC Health as part of the Services shall be collectively referred to as the "Recorded Contacts") in accordance with HIPAA (as defined and further discussed below). UPIC Health shall retain such recordings for 30 days after which they shall be destroyed. Client agrees that it will maintain the confidentiality of all Recorded Contacts forwarded to Client by UPIC Health to the fullest extent required by law, UPIC Health shall ensure all recorded contacts are accessible to Client and its affiliates 24/7/365.

19. Insurance: During the term of this Agreement, and for a period of three (3) years thereafter, if the policy covers incidents on a claim made basis, UPIC Health shall carry and maintain in force (a) a minimum of One Million (\$1,000,000) of comprehensive general liability insurance. (b) Malpractice liability insurance for nurses employed by or contracting with UPIC Health, in an amount not less than Two Million Dollars (\$2,000,000) per claim and Six Million Dollars (\$6,000,000) in the aggregate (c) workers' compensation insurance as required by law and (d) a minimum of Three million (\$3,000,000) of a data security policy which will cover, without limitation, security breaches of personal information of Client patients. Client will be named as an additional insured on UPIC Health's applicable insurance policies.

20. HIPAA and Other Privacy and Security Laws; Security Infrastructure: In the course of providing the Services to patients, UPIC Health can and will have access to Protected Health Information (PHI) and/or Individually Identifiable Health Information (IIHI) relating to the specifics of the contacts. Both parties agree to comply with all applicable federal and state rules and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as modified by the Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009 in the performance of their obligations herein. Both parties further agree to enter into a Business Associate Agreement (BAA) in a form acceptable to or provided by Client. Both parties also agree to comply with any other applicable federal and state privacy and data protection statutes, rules and regulations governing the respective activities of the parties.

21. Ownership Rights to the Data: UPIC Health retains exclusive ownership of all of its intellectual property used in fulfillment of this Agreement. Client retains ownership of all information it provides to UPIC Health; UPIC Health shall have a right to use such information to evaluate the services provided and to affect improvements and/or modifications to the Services. UPIC Health shall provide the Client with all information regarding patient contacts to the Patient Communications Center, setting forth the identity of such patients, any reported illnesses and treatment sought and obtained by such patients subject to HIPAA Appendix 4 in this Agreement. UPIC Health acknowledges that it does not own any data from any patient that is of a private, health-related nature, whether or not it is "protected health information" under HIPAA and that before using or disclosing such data for a specific purpose it must obtain the written consent of Client or such use or disclosure must be allowed under the BAA executed by the parties.

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22. **Contact and Patient Reporting:** UPIC Health will provide the Client with a monthly invoice which will include listing all contacts received and any additional data as outlined in the Appendix 1 by the 10th day of the following month. Subsequent to the contact, UPIC Health will provide access to encryption enabled confidential HIPAA compliant patient / customer encounter report(s) to the Client as requested. The Client hereby acknowledges that the individual(s) at the Client's location with access to all written and oral communications from UPIC Health - including, but not limited to, the monthly invoices, encounter reports, and patient authorizations - are authorized to view protected health information.

Safety and Security. When providing Services at Client's facilities or at third-party facilities, including Client's customers' facilities and/or the co-location or hosting facilities at which Client's technology environments are housed, or when accessing Client's technology environments remotely, UPIC Health shall ensure that its personnel comply with Client's and/or any such third-party's safety, confidentiality, security and other applicable policies and practices.

23. UPIC Health shall comply with all Client policies and procedures pertaining to visitation, confidentiality, security, and Supplier identification. Client may issue non-employee identification badges under certain conditions; in the event that any non-employee identification badge is issued to an employee or agent of UPIC Health. UPIC Health agrees to cause such employee or agent to prominently display such badge at all times while on Client premises. All badges must be surrendered by UPIC Health when requested by Client. Non-compliance with any of the above policies shall be deemed a breach of the Agreement.

24. **Service Start Date:** The Service start dates are specified in Appendix 1.

25. **Independent Contractors:** Neither party shall have any right of control or direction over the professional nursing or clinical judgment of the other party's employees or agents, as applicable, and each party shall have the sole right and responsibility of exercising its professional judgment in rendering and providing of services pursuant to this Agreement. The employees or agents of a party shall not be entitled to any of the compensation benefits enjoyed by employees of the other party and a party shall not be required to withhold or pay unemployment, withholding or other taxes on behalf of the other party or its employees or agents

26. **Enforcement Costs:** In the event either party takes legal action to enforce any of the rights, duties or terms hereunder, the non-prevailing party in such action agrees to pay to the prevailing party all reasonable costs of enforcement of this Agreement, including but not limited to, court costs and reasonable attorney fees.

27. **Taxes:** Client is exempt from local, State and Federal taxes (including local and State sales or use taxes). Upon request, Client will furnish a copy of the tax-exempt certificate to UPIC Health.

28. **Survival:** In the event of any termination or expiration of this Agreement, the following Sections shall survive:
2,6,7,10,12,19,21,26.

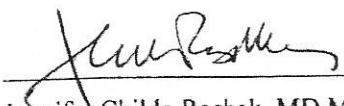
29. Subcontractors: No subcontracting by UPIC Health shall release UPIC Health from its responsibilities for its obligations under this Agreement and UPIC Health shall ensure that any subcontractors are bound to the same standards as are required of UPIC Health under this Agreement.

30. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state of Massachusetts, without regard to conflicts of laws principles.

31. Entire Agreement, Appendices, Amendments, Counterparts: This Agreement, including all Appendices (all of which are hereby incorporated by reference), constitutes the entire agreement of the parties with respect to the subject matter herein. Modification and/or amendments to this Agreement shall be made only by an agreement in writing, duly executed by both parties hereto. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Further, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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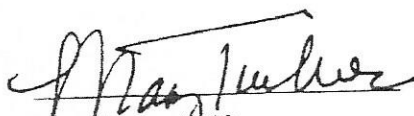

Jennifer Childs-Roshak, MD MBA
President/Chief Executive Officer

Jennifer Childs-Roshak, MD, MBA

Print Name

6/27/17

Date


Mary Tucker, CEO

Mary Tucker

Print Name

06-22-17

Date

Appendix 1

Statement of Work

UPIC will provide Patient Communications Center Services, including answering all incoming phone calls at the rate listed below and with the service levels listed below.

Service Levels

UPIC will provide a dedicated team to PPLM

80% of incoming calls will be answered within 30 seconds or less.

5% or less of incoming calls will be abandoned by caller

UPIC will report the above metrics to PPLM on weekly basis and will report the monthly average within 5 days of the following month.

UPIC and PPLM agree to cooperate to help improve any drop in call answering or abandonment metric on a regular basis.

Should either of the above metrics not be met (as measured by a monthly average) for more than 2 months consecutively,

UPIC will credit PPLM for the difference between the rates below for the months when service levels were not met.

UPIC will assure staff take any PPLM mandatory trainings and provide PPLM will annual list of mandatory trainings completed by staff.

Service Metrics	Rate
80% or more of incoming calls answered within 30 seconds and 5% or fewer calls abandoned	\$.91 per minute
If above is not met for 2 or more consecutive months	\$.89 per minute for months with average metrics not met

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Launch Costs due at Signing:

14,500 for contact center only and see Appendix 3 for Telecom/IVR table of fees

The following assumptions determine estimated monthly workload upon which UPIC Health bases all cost assumptions to attain the above referenced Service Metrics. Both parties acknowledge there are periodic circumstances outside of either party's control that may materially affect the workload. In these instances, no reduction in per minute price will be expected. Examples of such circumstances include (but are not limited to) anti-Planned Parenthood attacks, legislative and/or administrative changes resulting in unforeseen call volume to UPIC.

It is also understood PPLM plans to integrate patient self-service options for appointment scheduling before the start date of services. Any reduction in workload can materially change UPIC's capability to meet Service Metric Commitments as outlined in this agreement. Both parties agree – in the spirit of partnership – that changes will occur over the course of this Agreement with each initiative designed around improving the patient experience and thus will work together to establish new terms based on the amended workload.

Workload Assumptions

Front End Estimated Workload by Month (Appointment Scheduling and Eligibility)	
Estimated Monthly Inbound (offered)	11,500
Estimated Monthly Inbound (handled)	10,925
Estimated Monthly Outbound	1,093
AHT (Average Handle Time IB)	4
AHT (Average Handle Time OB)	1
Estimated Total Minutes	44,793

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Hours of Operation: 8:00 a.m. – 6 p.m. ET M-Friday/8 a.m. – 4:00 p.m. ET Saturday/Closed Sundays and major holidays

By the start date of this agreement, PPLM will be supported by a dedicated team of resources employed by UPIC Health. However, there remains the possibility of moving to a shared resources agreement as and if PPLM adds new partners within the Planned Parenthood family to increase its call volume. PPLM and UPIC agree to renegotiate a new rate for the increased services with the understanding the additional workload must also provide access to complementary systems and processes (i.e. if PPLM uses Athena EMR, the additional volume will also be using Athena EMR).

Because of the above referenced variables which could materially affect the assumptions of this agreement prior to launch date, both parties agree to a 90 day "burn in" period whereby performance agreements indicated are waived.

The following pricing structures is provided as guidance only to facilitate the above renegotiations should circumstances require:

Est. Monthly Volume	Cost Per minute
0-4,999	\$1.50
5,000 – 9,999	\$1.16
10,000 – 24,999	\$0.91
25,000 – 44,999	\$0.85
45,000 – 59,999	\$0.77
60,000+	\$0.69
25,000-44,999	\$.85
45,000-59,999	\$.77
60,000+	\$.69

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Appendix 2

Client Obligations

PPLM will provide a project contact for the patient call conversion from PPLM to UPIC

PPLM will provide technical guidance and assistance to set up telephone number transfer.

PPLM will provide documentation for training and policy and procedure documentation related to services provided in Agreement. These will include:

- Abortion policy
- Policies regarding communication with patients
- Follow-up and referral policies
- Patient Complaint policies
- Interpreter policies
- Mandatory training policy
- Medical records policy
- On Call service policy
- Patient Escort policy
- Policies involving health care for minors
- Patient Termination policy
- Title X and other grant-funding compliance related policies
- Patient Accounts policies for abortion funds, billing compliance, patient payment plans, patient refunds, and pre-verification of benefits)
- Policies and procedures for insurance verification and insurance navigation services
- Security policies and procedures
- HIPAA Compliance policies
- Any other policies related to services UPIC will provide as part of this Agreement

PPLM will provide a list of mandatory trainings and access to training documents and online training modules for UPIC staff who will be required to complete trainings.

PPLM will provide details on hours of operation, services and staff responsible for patient contact in all locations, including for the centralized revenue cycle team and the marketing team.

PPLM will provide list of PPLM Holiday closure dates by November of the previous year.

Appendix 3

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Below is the proposed IVR (Interactive Voice Response) outline for the call flow as managed by UPIC. Changes may be made during the implementation process by PPLM up until the production launch. Any changes and any cost for changes after production launch should be agreed by both parties.

Further, it is understood PPLM wishes to port the below list of combined toll free and local telephone numbers to the UPIC hosted platform. While porting from one carrier to another generally can be accommodated, both parties acknowledge some unique numbers on the list may not be portable. Both parties agree should a number not be portable, either PPLM maintains ownership of the number and works with UPIC to route any calls appropriate under this agreement to a UPIC provided DNIS or UPIC will procure a replacement number. Any costs associated with porting will be understood prior to commencing the port request and passed through to PPLM.

Fees associated with Telecom and IVR Management:

UPIC Health is not a telecom provider but is subject to all laws and fees associated with IVR and call management. The following table provides Non-recurring (NRC) and Monthly costs billable to PPLM.

NRC and Monthly	Rate	Estimated Total Hours
NRC - IVR Development	\$100/hr	25
Monthly – Telecom Minutes	\$.015/minute	n/a
Monthly – Ports in excess of 8	\$45/port	tbd
Monthly – FCC UCC Fee	3% of total telecom invoice	tbd

PPLM Draft IVR - need complete IVR in both English and Spanish

Open Hours for Contact Center

8:00 AM - 6:00 PM

Monday - Friday

Weekend - Closed

Public Holidays - Closed

Emergency - 24/7

After Hours - 24/7

After Hours - 24/7

After Hours - 24/7

After Hours - 24/7

After Hours - 24/7

After Hours - 24/7

After Hours - 24/7

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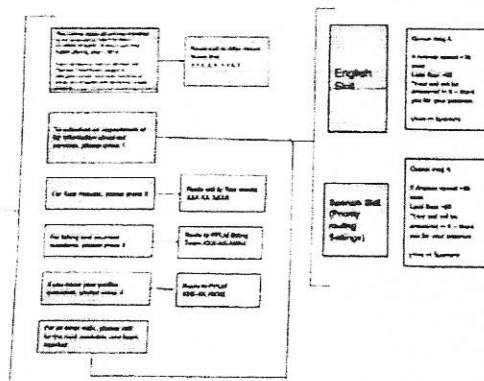
After Hours - 24/7

After Hours - 24/7

After Hours - 24/7

After Hours - 24/7

After Hours - 24/7



8002584448

6177879413

8006829218

6177879413

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<u>8558187526</u>	<u>6177874809</u>
<u>8559597526</u>	<u>6177873250</u>
<u>8663265968</u>	<u>6176298668</u>
<u>8666182359</u>	<u>6176298659</u>
<u>8773508081</u>	<u>6172848075</u>
<u>8774270422</u>	<u>6176298646</u>
<u>8774367021</u>	<u>6176298648</u>
<u>8775722775</u>	<u>6176298642</u>
<u>8775723179</u>	<u>6176298643</u>
<u>8776217526</u>	<u>6176298630</u>
<u>8776467675</u>	<u>6172848075</u>
<u>8776865772</u>	<u>6176298641</u>
<u>8778191890</u>	<u>6172848090</u>
<u>8778197743</u>	<u>6176298644</u>
<u>8778373430</u>	<u>6172848030</u>
<u>8778776723</u>	<u>6176298645</u>

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EXHIBIT B

****IMPORTANT****

In order to minimize rejections, please contact your current carrier to verify that the information you enter on this form is correct. You may also want to contact your current carrier and obtain a CSR (Customer Service Record) for the local number(s) being submitted for this port change request.

CUSTOMER INFORMATION

Company Name:	PLANNED PARENTHOOD LEAGUE	Customer Contact:	Mary Tucker
Address:	91 MAIN ST	Address:	4115 PLEASANT VALLEY RD
		City, State, Zip:	COMPCHANTILLY, VA 20151-1220
City, State, Zip:	MARLBOROUGH, MA 01752	Phone:	+16788604728
Phone:	5089701100	Email:	mary@upichealth.com

Dear inContact Customer:

Thank you for choosing inContact as your Customer Interaction Management service provider. We are pleased to provide you with the Local Number portability service that you are requesting.

In order to transition your current telephone numbers to the inContact network, inContact must work with your previous service provider to ensure that your service is transferred. Your prior service provider requires this letter of authorization as proof that you have explicitly requested and authorized that your service and current telephone number(s) be transferred to inContact.

Please fill in all of the information requested on this form for the telephone number(s) to be transferred and sign and date this letter. This will authorize inContact to initiate the process of transferring your service and telephone number(s) to inContact. Please ensure that the following contact information associated with the telephone number(s) is completed accurately to prevent possible delays. We strongly recommend that you include a copy of the front page of your most current phone bill reflecting the customer name and address for the telephone number(s) listed below. All telephone numbers listed on this form or attached exhibits must be associated with the listed name, address, and current service provider. **PLEASE REMOVE ANY FEATURES ASSOCIATED WITH THESE NUMBERS PRIOR TO SUBMITTING THIS LETTER OF AUTHORIZATION. ADDITIONALLY, PLEASE DO NOT PLACE ANY NEW SERVICE ORDERS WITH YOUR CURRENT SERVICE PROVIDER ON THE NUMBERS LISTED BELOW. THIS MAY CAUSE A DELAY OR CANCELLATION IN PORTING YOUR TELEPHONE NUMBER(S).** The availability of local number portability is contingent upon confirmation by inContact's carrier partners. Final Tier determination will be made by inContact. If a change in carrier is required, it may result in a delay in the completion of the porting process. Local number portability requests can be significantly delayed or canceled by the customer's current opportunity to sign an updated form. Porting existing numbers may take 30 or more business days to complete. Local number portability requests can be significantly delayed or canceled by the customer's current service provider. inContact is not responsible for and cannot control these circumstances. inContact is not responsible for any charges applied by the current service provider during or after the local number portability process.

Local numbers are NOT available for Alaska, Hawaii, Canada, or Puerto Rico. All rates and services are subject to the Terms and Conditions of the InContact Standard Terms of Use. Additional fees may apply for cancellation and request delays in local number portability. Other charges that may be applicable include a \$300 fee for number portability cancellation and/or a \$75 fee for each requested delay in the porting of the number within 48 hours of the committed port date. All number ports take place at 3pm mountain time. **IMPORTANT:** InContact Local Numbers do not support outbound calls, E911, collect calls, or fax communications. Visit incontact.com/terms for your local services.

And is not intended as a replacement for basic local services.

To successfully transfer the telephone number(s) to inContact, you will need to initial ALL THREE (3) lines below. We list these choices separately because for a single telephone number, you have the option to select different carriers for each type of service listed below (Note: One (1) carrier per type of service.) However, to receive Local Number service with inContact, you will need to select inContact by initialing ALL THREE (3) lines below. By initialing the THREE (3) lines below, you will receive service for all calls to the number listed on this form from inContact.


(initials) I select inContact for all local calls for the telephone number(s) listed below.

(initials)  I select inContact for all local toll calls for the telephone number(s) listed below.

(initials) AM I select inContact for all long distance and international calls for the telephone number(s) listed below.

By signing below, I designate inContact to transfer my service from my current provider to inContact. By signing below, I also authorize inContact to obtain billing information, customer service records, and other network information required to provide me with the service.

CUSTOMER SIGNATURE

Authorized Signature:	
Date (MM/DD/YYYY):	10/04/2017
Authorized Signer (Printed):	Aaron Caine
Authorized Signers Job Title:	Chief Information Officer

PLEASE ATTACH A SPREADSHEET FOR MORE THAN 20 NUMBERS

LOCAL NUMBERS FOR PORT REQUEST

	NPA	NXX	STATION	RANGE	BILL TO NUMBER	REQUEST DATE	CURRENT SERVICE PROVIDER
1	508	970	1100		5089701100	Oct 5, 2017	Windstream
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

inContact, Inc.	75 West Towne Ridge Parkway, Tower 1	Sandy, UT 84070
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EXHIBIT C

From: Mary Tucker
To: Caine, Aaron
Subject: Re: Good luck!
Date: Wednesday, May 6, 2020 4:00:42 PM

Sound a great will keep you posted I'm sure transition of ownership of TNs Will be a simple matter of paperwork.

Sent from my iPhone

On May 6, 2020, at 3:45 PM, Caine, Aaron <acaine@ppone.org> wrote:

Great connecting, Mary – good luck on the cut this week! I look forward to reconnecting once you're on the other side.

-A

EXHIBIT D

From: Caine, Aaron
To: Mary Tucker
Subject: Checking in
Date: Tuesday, June 2, 2020 12:06:09 PM

Hi Mary,

I hope all the dust is behind you with the upgrade and that you're doing as well as possible, all things given. Can you please advise on next steps for moving the PPLM inbound number ownership under a separate agreement for PPLM per our discussion? Please let me know what you need from me.
Thank you very much!

Best,

Aaron

EXHIBIT E

From: Mary Tucker
To: Ribeiro, Ryan
Cc: Christopher Mead
Subject: Re: PPLM Phone Numbers
Date: Friday, June 12, 2020 9:33:27 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

Good Morning - all safe and sound - hope same for you and your family.

Copied on this note is UPIC Atty. Chris Mead. Please connect Chris to PPLM's attorney to discuss this matter.

Thank you.

Best,
Mary

On Wed, Jun 10, 2020 at 6:08 PM Ribeiro, Ryan <rribeiro@pplm.org> wrote:

Hi Mary,

Hope this email finds you well during these difficult times. I wanted to circle back and follow up on the transfer of phone numbers back to us. I know you and Aaron had a conversation about that and I was wondering if you had any thoughts or updates to share.

Many thanks in advance,

Ryan

Ryan Ribeiro, M.Ed., MPA

Pronouns: he/him/his

Vice President of Health Center Operations

Planned Parenthood League of Massachusetts

1055 Commonwealth Avenue

Boston, MA 02215

Phone: 617-284-8058

Cell: 857 264-6301



Visit us at PPLM.org



Please consider the environment before printing this e-mail notice.

EXHIBIT F

From: Mary Tucker
To: Caine, Aaron; Ribeiro, Ryan
Cc: Christopher Mead
Subject: Fwd: FW: PPLM Phone Numbers
Date: Monday, June 15, 2020 3:29:25 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

Hello Aaron - Per our note to Aaron last week, please provide the name of the PPLM attorney. Ccing UPIC's Chris Mead.

Thank you.

Mary

----- Forwarded message -----
From: Caine, Aaron <acaine@ppone.org>
Date: Mon, Jun 15, 2020 at 3:10 PM
Subject: FW: PPLM Phone Numbers
To: Mary Tucker <mary@upichealth.com>

Hi Mary,

I hope all is well with you.

Ryan shared the message below with me, and I'm hopeful that we can work together directly to resolve the number transfer, based on our conversation that we had in May. This should be a straightforward transfer (as it was when we started working together), where we can then forward the numbers back to you so there's no interruption in service. If we can avoid the mutual costs and overhead of working through our attorneys, that would be preferable.

Please let me know if we can schedule time to work through next steps, or if you'd prefer that we work through our attorneys.

Best,

Aaron

From: Mary Tucker <mary@upichealth.com>
Sent: Friday, June 12, 2020 9:33 AM
To: Ribeiro, Ryan <rribeiro@pplm.org>
Cc: Christopher Mead <cmead@schertlerlaw.com>
Subject: Re: PPLM Phone Numbers

Good Morning - all safe and sound - hope same for you and your family.

Copied on this note is UPIC Atty. Chris Mead. Please connect Chris to PPLM's attorney to discuss this matter.

Thank you.

Best,

Mary

On Wed, Jun 10, 2020 at 6:08 PM Ribeiro, Ryan <rribeiro@pplm.org> wrote:

Hi Mary,

Hope this email finds you well during these difficult times. I wanted to circle back and follow up on the transfer of phone numbers back to us. I know you and Aaron had a conversation about that and I was wondering if you had any thoughts or updates to share.

Many thanks in advance,

Ryan

Ryan Ribeiro, M.Ed., MPA

Pronouns: he/him/his

Vice President of Health Center Operations

Planned Parenthood League of Massachusetts

1055 Commonwealth Avenue

Boston, MA 02215

Phone: 617-284-8058

Cell: 857 264-6301



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--
Mary Tucker

CEO

UPIC Health, LLC

Washington, DC

Reston, VA

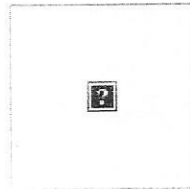
678-860-4728

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EXHIBIT G

From: UPIC Health, LLC
To: Stoeffler, Ari
Subject: Invoice 1538 from UPIC Health, LLC
Date: Monday, June 15, 2020 5:03:18 PM
Attachments: Invoice 1538 from UPIC Health LLC.pdf

INVOICE 1538



UPIC Health, LLC

Dear Ari,

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!

UPIC Health, LLC

DUE 07/15/2020

\$122,822.14

Print or save

Powered by QuickBooks

UPIC Health, LLC

5360 Robin Hood Rd., Suite 200 Norfolk, VA 23513 US

Mary@upichealth.com

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UPIC Health, LLC

5360 Robin Hood Rd., Suite 200
Norfolk, VA 23513 US
Mary@upichealth.com

**BILL TO**

Sarah Fuller
Planned Parenthood League of
Massachusetts
1055 Commonwealth Avenue
Boston, MA 02215

INVOICE 1538**DATE 05/31/2020 TERMS Net 30****DUE DATE 07/15/2020**

DESCRIPTION	QTY	RATE	AMOUNT
Call Center Services	33,157.10	0.89	29,509.82
Billable Minutes Handled			
Late Payment Penalty	1	93,312.32	93,312.32

TOTAL DUE**\$122,822.14**

EXHIBIT H

Invoice Number	Invoice Date	Billable Minutes \$ Amount	Late Penalty	Date Paid	#days late	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14	Day 15	Day 16	Day 17	Day 18
1358	1/31/2018	45,815.13	7,355.20	3/12/2018	10	46,502.36	47,159.89	47,907.89	48,626.51	49,355.91	50,086.25	50,847.69	51,010.04	52,384.56	53,170.33								
1359	2/18/2018	35,204.76	1,609.10	4/2/2018	3	35,732.83	36,268.82	36,812.86	42,513.11	43,150.80	43,798.07	44,455.04	45,121.86	45,798.69	46,485.67								
1382	3/31/2018	42,005.18	6,430.49	5/10/2018	10	40,856.01	41,265.85	41,884.84	42,513.11	43,150.80	43,798.07	44,455.04	45,121.86	45,798.69	46,485.67								
1386	4/30/2018	41,615.41	5,965.80	6/8/2018	9	42,336.60	42,870.15	43,513.20	44,165.90	44,828.38	45,500.81	46,183.32	46,876.07	47,579.21									
1301	5/31/2018	43,725.40	-	6/26/2018	0																		
6/10/2018	1308	47,602.83	0	7/30/2018	0	51,598.49	52,169.47	52,852.01	53,746.29	54,552.49	55,370.78	56,201.34	57,044.36	57,900.02	58,768.52	59,650.05	60,544.80	61,452.97					
7/31/2018	1328	50,638.91	10,814.06	9/12/2018	13	46,533.72	46,947.53	47,651.74	48,366.52	49,082.02	49,808.40	50,535.82	51,264.46	52,004.48	52,886.04	53,679.33	54,484.52	55,301.79	56,131.318	56,973.2878			
8/31/2018	1330	45,570.17	11,403.12	10/15/2018	15	41,144.90	41,565.07	42,234.94	42,949.42	43,684.40	44,440.20	45,208.30	45,980.43	46,574.72	47,273.34								
9/30/2018	1340	40,773.89	5,928.44	11/9/2018	10	41,144.90	41,565.07	42,234.94	42,949.42	43,684.40	44,440.20	45,208.30	45,980.43	46,574.72	47,273.34								
10/31/2018	1352	42,955.18	8,402.81	12/12/2018	12	43,595.51	44,153.56	44,731.30	45,391.06	46,124.93	46,869.05	47,673.59	48,388.69	49,114.52									
11/30/2018	1363	38,496.02	10,065.81	12/15/2019	16	37,882.70	38,552.44	39,130.73	39,717.69	40,313.45	40,918.16	41,531.93	42,154.91	42,787.23	43,429.04	44,080.4748	44,741.6819	45,412.8072	46,093.9993	46,785.4093	47,487.1504		
12/31/2018	1374	37,551.38	10,065.81	3/1/2019	0																		
1/31/2019	1380	36,587.20	11,244.73	4/17/2019	18	37,136.01	37,693.05	38,258.44	38,832.32	39,414.81	40,006.03	40,606.12	41,215.21	41,833.44	42,460.94	43,097.8534	43,744.3212	44,400.486	45,066.4933	45,742.4507	46,428.628	47,125.0574	47,831.93
2/1/2019	1408	36,587.20	0	5/1/2019	1																		
3/1/2019	1418	40,544.08	Waived	5/1/2019	0																		
4/1/2019	1438	42,523.95	0	5/28/2019	1																		
5/31/2019	1475	40,733.66	0	6/20/2019	0																		
6/30/2019	1486	37,941.05	8,102.40	8/12/2019	13	38,510.17	39,087.82	39,674.14	40,269.25	40,873.29	41,486.39	42,108.68	42,740.31	43,381.42	44,032.14	44,692.6195	45,363.0088	46,043.454					
7/31/2019	1498	36,408.99	-	8/27/2019	0																		
8/31/2019	1465	37,311.50	5,990.34	10/10/2019	10	37,473.20	38,441.30	39,017.92	39,603.19	40,197.24	40,800.20	41,412.20	42,033.38	42,663.88	43,303.84								
9/30/2019	1473	32,082.35	-	10/22/2019	0																		
10/31/2019	1478	38,638.12	-	11/22/2019	0																		
11/30/2019	1488	32,058.36	-	12/16/2019	0																		
12/31/2019	1497	36,413.15	Agreed to Waive	1/14/2020	8																		
1/31/2020	1506	39,540.06	Agreed to Waive	4/3/2020	4																		
2/29/2020	1512	33,721.07	Agreed to Waive	4/9/2020	4																		
3/31/2020	1519	33,210.11	-	4/9/2020	0																		
4/30/2020	1528	33,210.12	93,312.32		0																		

EXHIBIT I

From: Mary Tucker
To: Stoeffler, Ari
Cc: Rick Sletten
Subject: Re: Monthly
Date: Wednesday, March 4, 2020 4:03:18 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image.png

Hi - no worries Ari - I hate doing it truly! We just can't float anymore - this is the first year we are applying penalties.

Here's the contract language on penalty rate -

Service Levels

UPIC will provide a dedicated team to PPLM

80% of incoming calls will be answered within 30 seconds or less.

5% or less of incoming calls will be abandoned by caller

UPIC will report the above metrics to PPLM on weekly basis and will report the monthly average within 5 days of the following month.

UPIC and PPLM agree to cooperate to help improve any drop in call answering or abandonment metric on a regular basis.

Should either of the above metrics not be met (as measured by a monthly average) for more than 2 months consecutively,

UPIC will credit PPLM for the difference between the rates below for the months when service levels were not met.

UPIC will assure staff take any PPLM mandatory trainings and provide PPLM will annual list of mandatory trainings completed by staff.

Service Metrics	Rate
80% or more of incoming calls answered within 30 seconds and 5% or fewer calls abandoned	\$.91 per minute
If above is not met for 2 or more consecutive months	\$.89 per minute for months with average metrics not met

On Wed, Mar 4, 2020 at 3:38 PM Stoeffler, Ari <astoeffler@pplm.org> wrote:

Also, just to confirm, the late payment policy is retroactive, not just moving forward? Just want to confirm as I wasn't aware of the penalty, I am truly sorry!

Ari Stoeffler

Pronouns: they/them

Patient Services Manager

Planned Parenthood League of Massachusetts

1055 Commonwealth Avenue

Boston, MA 02215

Phone: 617-616-1625

Fax: 617-616-1617



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From: Mary Tucker <mary@upichealth.com>
Sent: Wednesday, March 4, 2020 2:54 PM
To: Stoeffler, Ari <astoeffler@pplm.org>
Cc: Rick Sletten <rick@upichealth.com>
Subject: Monthly

Hi ari - ok THIS time we did yours FIRST! Attached for February.

Ari in 2020 UPIC has started assessing late payment penalties. We hate doing it but financially we can no longer accommodate late payments without it causing tremendous hardship on UPIC Health. As such we received payment for December services 14 days late and thus the penalty has been added to this invoice.

Thank you and hope you're having a good week.

Mary

--
Mary Tucker
CEO
UPIC Health, LLC
Washington, DC
Reston, VA
678-860-4728

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--
Mary Tucker
CEO
UPIC Health, LLC
Washington, DC
Reston, VA
678-860-4728

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EXHIBIT J

From: UPIC Health, LLC
To: Fuller, Sarah
Subject: Invoice 1340 from UPIC Health, LLC
Date: Thursday, October 25, 2018 1:30:27 PM
Attachments: Invoice 1340 from UPIC Health LLC.pdf



UPIC Health, LLC

Dear Sarah Fuller,

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!

UPIC Health, LLC

INVOICE 1340 DETAILS

DUE 10/30/2018

\$40,733.89

Print or save

Powered by QuickBooks

Bill to

Sarah Fuller
Planned Parenthood League of

Massachusetts
1055 Commonwealth Avenue
Boston, MA 02215

Terms

Net 30

Call Center Services

\$38,893.04

Billable Minutes Handled

42,739.60 X \$0.91

Telecom

\$855.85

Minutes

57,056.68 X \$0.015

Incontact License

\$625.00

Chargeback

5 X \$125

Telecom

\$360.00

Ports

8 X \$45

Balance due \$40,733.89

Print or save

UPIC Health, LLC

4115 Pleasant Valley Rd, Suite 100 Chantilly, VA 20151

Mary@upichealth.com

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EXHIBIT K

From: Mary Tucker
To: Fuller, Sarah; Krystin Porter
Subject: Updated Monthly
Date: Thursday, March 8, 2018 12:07:07 PM
Attachments: PPLM February 2018 Inv.xlsx

Hi Sarah - the invoice came down by 4K - really sorry about that! I've resubmitted the invoice and have attached the back up here which has removed the CR calls.

When are we coming up to visit you!

Mary

--

Mary Tucker
CEO
UPIC Health, LLC
Washington, DC
Reston, VA
678-860-4728

EXHIBIT L

From: Fuller, Sarah
To: Mary Tucker
Subject: RE: Change of Corp. Address
Date: Thursday, March 28, 2019 2:55:00 PM

On it!

Also wanted to let you know that our accounting team just underwent a pretty big (and long overdo) changeover to a new requisition/bill paying system. Once that's settled a bit more, I'll poke them again about ACH. February payment has been processed should be en route to the old address – let me know if that's not okay.

Also also, hi! It's been a while... sorry about that. Things have been pretty busy around here! Hope all is well with you!

From: Mary Tucker <mary@upichealth.com>
Sent: Monday, March 25, 2019 3:11 PM
Cc: Rick Sletten <rick@upichealth.com>
Subject: Change of Corp. Address

Hi - while we continue to maintain operations in Northern Virginia, we have moved our administrative functions entirely to Norfolk. Our new address is

UPIC Health, LLC
5360 Robin Hood Rd., Suite 200
Norfolk, VA 23513

Would you be kind enough to update your records and forward payments to this address (for those of you not on ACH)

Thank you!

--

Mary Tucker
CEO
UPIC Health, LLC
Washington, DC
Reston, VA
678-860-4728

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