

FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis* 9-29-15
 ANITA C. WILLIS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

364



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
 September 28, 2015

SUBJECT: Ratify and Approve the Master Agreement with Wolters Kluwer Law & Business effective October 1, 2015 through June 30, 2018; District 5; [\$310,000]; Hospital Enterprise Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman to execute the Agreement with Wolters Kluwer Law & Business for an amount of \$310,000 effective October 1, 2015 through June 30, 2018, and;
2. Authorize the Purchasing Agent to sign amendments that do not change the substantive terms of the agreement, and to allow the Purchasing Agent to increase the compensation amount not more than ten percent of the aggregate amount, as approved by County Counsel.

BACKGROUND:

Summary

Riverside County Regional Medical Center (RCRMC) seeks to improve its compliance services by proactively addressing its risk, compliance, finance, audit and logistic challenges.

Zareh H. Sarrafian
 Zareh H. Sarrafian
 Assistant CEO – Health Systems

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 95,000	\$ 110,000	\$ 310,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Hospital Enterprise Fund - 40050
Budget Adjustment: No
For Fiscal Year: 15/16-17/18

C.E.O. RECOMMENDATION:

APPROVE

BY: *Christopher M. Hans*
 Christopher M. Hans

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-43

BACKGROUND:

Summary (continued)

Wolters Kluwer is a leading source of integrated compliance and risk management, reimbursement and workflow solutions including its MediRegs platform, and the award-winning ComplyTrack suite that allows health care professionals at RCRMC manage every aspect of our Governance, Risk and Compliance (GRC) programs to audit, investigate, manage, assess and mitigate compliance and enterprise risk through an automated enterprise toolset.

These services are required in order for RCRMC to comply with new standards as they relate to HIPAA reporting and data retention from Centers for Medicare and Medicaid Services (CMS) and OCR; further, potential PHI breach analysis and Meaningful Use require additional reporting and data retention and this is only possible through a centralized and automated system, enterprise-wide. This will benefit the RCRMC by avoiding fines by providing data available for audits (external and internal) on an on-going basis, tracking events as they happen which may involve several hospital departments and potential litigation, saving thousands of hours in time by avoiding spreadsheet data aggregation and analysis, and will demonstrably indicate the value through analytics which will illustrate progress in identified risk areas. Finally, it will enable the organization to create a new protocol for annual attestation and certification, avoiding potential conflicts of interests and an audit trail that is automated and retained through the ComplyTrack system for on-going inspection.

Impact on Citizens and Businesses

This service impacts the patients residing in Riverside County receiving care from the hospital.

Contract History and Price Reasonableness

Risk Assessment Manager and Survey Manager are unique in the content that is delivered through the application, which is proprietary and best practices, related to Wolters Kluwer/MediRegs and no other vendor offers this content and the additional services on one platform.

Wolters Kluwer has been delivering regulatory data to health care clients for more than 100 years. This data is now populated through question sets in several instances of the application (ComplyTrack), which is unique to MediRegs (a division of Wolters Kluwer), in that the data is not only available, but is updated as the regulations change and new question sets developed on an on-going basis. Wolters Kluwer offers its ComplyTrack which is an all-inclusive system services, that includes: Activity and Event Manager; Incident Reporter; Document and Policy Manager/Publishing; and Contract and Relationship Manager at a low cost of \$65,000 for the first year and \$30,000 to implement these tools via their FastTrack. The second and third year would include Risk Assessment Manager and Survey Manager that is unique to Wolters Kluwer at a cost of \$110,000 and \$105,000 respectively, which includes the implementation fee. Total cost for the project shall not exceed \$310,000. The ComplyTrack system is viewed as an average market cost for software as a service.



Date: August 28, 2015

From: Zareh Sarrafian
(Director or designee)

To: Board of Supervisors/Purchasing Agent

Via: Naomi Santos, 951-486-4411

Subject: Sole Source Procurement; Request for (Risk, Audit, Governance and Compliance Workflow Management System Services)

The below information is provided in support of my Department requesting approval for a sole source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. **Supplier being requested:** Wolters Kluwer Law & Business
2. **Vendor ID:** 100155
3. **Supply/Service being requested:** Risk, Audit, Governance and Compliance Workflow Management System through its ComplyTrack Software as a Services (SaaS).
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** None. Risk Assessment Manager and Survey manager are unique in the content that is delivered through the application, which is proprietary and best practices, related to Wolters Kluwer/MediRegs and no other vendor offers this content and the additional services on one platform.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Wolters Kluwer has been delivering regulatory data to health care clients for more than 100 years. This data is now populated through question sets in several instances of the application (ComplyTrack), which is unique to MediRegs (a division of Wolters Kluwer), in that the data is not only available, but is updated as the regulations change and new question sets developed on an on-going basis.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** These services are required in order to comply with new standards as they relate to HIPAA reporting and data retention from Centers for Medicare and Medicaid Services (CMS) and OCR; further, potential PHI breach analysis and Meaningful use require additional reporting and data retention and this is only possible through a centralized and automated system, enterprise-wide. This will all benefit the department by avoiding fines in having data available for audits (external and internal) on an on-going

basis, tracking events as they happen which may involve several departments and potential litigation, saving thousands of hours in time by avoiding spreadsheet data aggregation and analysis, and will demonstrably indicate the value through analytics that will illustrate progress in identified risk areas. Finally, it will enable the organization to create a new protocol for annual attestation and certification, avoiding potential conflicts of interests and an audit trail that is automated and retained through the ComplyTrack system for on-going inspection.

Additionally, the hospital is not able to do this as an in house service because the content imbedded within the application is unique to Wolters Kluwer/MediRegs and would take months to develop on our own and the delivery mechanism and analytics are centralized and automated, something that the hospital would need outside expertise to duplicate.

7. **Period of Performance:** From: October 1, 2015 to June 30, 2018

3 years

Is this an annually renewable contract? No Yes


Is this a fixed-term agreement: No Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY15/16	FY16/17	FY17/18	FY__	FY__	Total
One-time Costs:	\$95,000	\$110,000	\$105,000			\$310,000
(Insert description)						
Total Costs	\$95,000	\$110,000	\$105,000			\$310,000

9. **Price Reasonableness:** ComplyTrack system is viewed as an average market cost for software as a service. First year would cost, \$95,000, second year \$110,000, and third year \$105,000. Total cost shall not exceed \$310,000.

10. **Projected Board of Supervisor Date (if applicable):** October 6, 2015


 Department Head Signature (or designee) Zareh Sarrarian Print Name 9-29-15 Date


Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 310,000 One time Annual Amount through 6/30/2018 (Date)


 Purchasing Agent 9/29/15 Date 16-348 Approval Number
 (Reference on Purchasing Documents)

List Attachments: Form 11, Contract Agreement

MASTER AGREEMENT

This Master Agreement (the "Agreement") is made and entered into as of October 1, 2015 (the "Effective Date") between **CCH Incorporated**, a Wolters Kluwer company, having a place of business at 2700 Lake Cook Road, Riverwoods, Illinois 60015-3867 ("CCH") and **County of Riverside, Riverside County Regional Medical Center**, having a place of business at 26520 Cactus Avenue, Moreno Valley, CA 92555 ("Customer").

1. Definitions.

1.1 "**Confidential Information**" shall mean, with respect to a party hereto, all information or material that (i) is of a proprietary nature and the disclosing party identifies in writing as confidential; or (ii) from all the relevant circumstances should reasonably be understood to be confidential, proprietary, or generally not available to the public. Confidential Information of CCH includes, but is not limited to, the Products and the terms of this Agreement. Neither party shall have any obligation with respect to information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously received by the receiving party without restriction or received by the receiving party from a third party who had a lawful right without restriction to disclose such information; (iii) is independently developed by the receiving party without reference to Confidential Information; or (iv) is subject to disclosure under court order or other lawful process.

1.2 "**Documentation**" means the documentation provided by CCH with the Product at the time of access and any updates that CCH may, in its discretion, provide from time-to-time.

1.3 "**Licensed Facilities**" means those facilities specifically identified in an Order Document as licensed to use a Product.

1.4 "**Order Document**" is defined in Section 2.

1.5 "**Product**" refers to the Subscription Services and any associated Documentation.

1.6 "**Subscription Service**" means an application and/or database product hosted by CCH or its agents and made available for remote access and use by Customer and its Licensed Facilities, identified in and subject to an Order Document.

1.7 "**Support**" means CCH's standard support terms that are applicable to the Product as may be updated from time to time by CCH, the then-current terms of which are identified in the relevant Order Document.

1.8 "**Third Party Materials**" means software and data licensed or provided by third parties and contained in the Products. Applicable third party license agreements and disclaimers, if any, will be provided with the relevant Products.

2. **Order Documents.** This is a master agreement under which Customer may order Subscription Services and Support from CCH. Each order will be set forth in a written "Order Document" on a form provided by CCH. The Order Document will (i) specifically reference and be governed by the terms and conditions of this Agreement and (ii) identify the Subscription Services that are being licensed, the associated fees, term of license or subscription, and any other relevant terms not otherwise set forth in this Agreement (for example, the Order Document may contain additional terms and conditions that may apply to Customer's use of Third Party Materials). The initial Order Document is attached to and made a part of this Agreement as Exhibit A. Any future Order Document must be separately signed by both parties.

3. **Subscription Services License.** Subject to the terms and conditions of this Agreement and Customer's payment of all relevant fees, CCH hereby grants to Customer a non-exclusive, non-transferable (except pursuant to Section 20.3), limited license to access and use for its internal business purposes the Products in connection with the Licensed Facilities. The initial term of the foregoing license will be as set forth in the applicable Order Document. Customer will only allow access to the Products by (i) its employees and (ii) independent contractors (but solely to the extent necessary for such independent contractors to provide services to Customer). Customer shall be solely responsible for connection of Customer's systems to a telecommunications service that provides Internet access for purposes of Customer's access and use of the Subscription Services.

4. Restrictions.

Customer may only use the Subscription Services as described in this Agreement and the applicable Documentation. Customer shall ensure the Licensed Facilities comply with all applicable terms of this Agreement. Any breach of this Agreement by any individual that Customer provides with access to the Product or otherwise allows to access the Product shall constitute a breach by Customer. Except as expressly authorized by this Agreement, Customer will not (and will not allow any third party to): (i) permit any third party to access and use the Products; (ii) decompile, disassemble, or reverse engineer the Products, except to the extent expressly authorized under the law; (iii) use the Products or any CCH Confidential Information to develop a competing product or service; (iv) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use any Product for the benefit of any third party; (v) use any Product, or allow the transfer, transmission, export, or re-export of any Product or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; or (vi) remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of a Product (including any screen displays, etc.)

MASTER AGREEMENT

or any other products or materials provided by CCH hereunder. Under no circumstances, shall CCH be liable or responsible for any use, or any results obtained by the use, of the Products in conjunction with any other software or third party products. All such use shall be at Customer's sole risk.

5. Availability of Subscription Services. The provisions of this Section apply only to Subscription Services. The Subscription Services will be available for access and use by Customer an average of at least ninety-nine percent (99%) of the time during each month during the term for such services (the "Availability Requirement"), excluding any period of Permitted Unavailability (as defined below). "Permitted Unavailability" includes Planned Outages (as defined below) and any unavailability due to causes beyond the reasonable control of CCH, including, without limitation: any software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; and unavailability resulting from the actions or inactions of Customer or a failure of Customer's communications link or systems. "Planned Outages" means the period of time during which CCH conducts standard systems maintenance. CCH shall use reasonable efforts to schedule Planned Outages during non-peak hours. In the event CCH fails to achieve the Availability Requirement, CCH shall use commercially reasonable efforts to correct the interruption as promptly as practicable. In the event CCH fails to achieve the Availability Requirement in two consecutive months during the term of this Agreement, Customer may terminate this Agreement within thirty (30) days of the end of the second consecutive month, without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. Such refund shall constitute Customer's sole and exclusive remedy and CCH's sole and exclusive liability for failure to achieve the Availability Requirement.

6. Information Security. Consistent with its then current practices and procedures, CCH will maintain and enforce safety and physical security procedures with respect to its hosting of the Subscription Services and protection of any of Customer's Confidential Information that is input into, accessed through or maintained or stored in a database within a subscription Product. Among other things, the security procedures are designed to provide technical and organizational safeguards to minimize accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer Data (as such term is defined in Section 7). CCH shall promptly report to Customer any compromise of security that it becomes aware of with regard to Customer Data and reasonably cooperate with Customer in investigating the compromise. CCH will make security assessments of the Products from time to time, and may update the Products and security procedures based on the results of such assessments.

CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT CCH DOES NOT AND CANNOT GUARANTEE THAT THE SUBSCRIPTION SERVICES, CCH'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY CCH'S BREACH OF THIS SECTION, CCH SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS NOR SHALL ANY SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY CCH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

7. Ownership; Customer Data. The Products are licensed, not sold. Except for the limited license granted in Section 3, CCH and its licensors reserve all right, title, and interest, express or implied, in and to the Products. Customer acknowledges and agrees it shall not use any Confidential Information disclosed by CCH to Customer in connection with this Agreement to contest the validity of any CCH intellectual property. Any such use of CCH's information and data shall constitute a material, non-curable breach of this Agreement. Except for the limited license below, nothing contained in this Agreement shall be construed as granting CCH any right, title, or interest in or to any Customer provided data or other content input into the Products (the "Customer Data"). Customer grants CCH the right during the term of this Agreement to use the Customer Data solely in connection with performing its obligations under this Agreement. Customer warrants that it has obtained all rights, consents, and permissions necessary to input the Customer Data into the Subscription Services and to grant the foregoing right to CCH.

8. Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to CCH with respect to its products and services, including the Product. Feedback is voluntary and CCH is not required to hold it in confidence. CCH may use Feedback for any purpose without obligation of any kind. Customer hereby grants CCH an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with CCH's business, including enhancement of the Product.

9. Support. CCH shall provide Support for the Subscription Services. Support includes periodic releases, and upgrades and updates to the Subscription Services as may be made generally available by CCH to its customers for no additional charge from time to time. However, CCH reserves the right to charge separately for any new applications or new databases and/or functionality that are not generally released to CCH's customers without charge. Any new or additional features and/or functions may be offered separately and may be subject to additional license

MASTER AGREEMENT

fees, support or maintenance charges or other fees and costs.

10. Training and Implementation Services.

10.1 Implementation Services. Implementation services, if any, will be as set forth in the Order Document.

10.2 Training. In addition to online video and other instructional materials that may be provided with the Subscription Services and other training that may be provided in any Order Document, CCH will provide Customer with access to up to (i) forty (40) hours of CCH's web-based group training classes for the initial subscription term of each Subscription Service ordered under an Order Document, and (ii) an additional forty (40) hours for each renewal subscription of each Subscription Service, at no additional charge.

11. **Term and Renewal**. This Agreement shall commence on the Effective Date and continue through September 30, 2018.

12. **Termination**. Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, elect to (i) terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party, or (ii) terminate any relevant Order Documents or this Agreement, as the case may be, as and when permitted by and in accordance with Sections 5, 13.2, or 18. Furthermore, either party may terminate this Agreement immediately upon written notice to the other party if there are no outstanding Order Documents. Upon any termination or expiration of an Order Document or this Agreement, all licenses granted to the Products will automatically terminate and Customer shall have no further right to possess, access, or use the Products. Any termination of the Agreement shall terminate all outstanding Order Documents. If termination does not result from a breach of this Agreement by Customer, Customer shall have the limited right for thirty (30) days after such license termination to export or print Customer entered information from the Subscription Services and not to enter any new information into the Subscription Services or use it for any other purpose. Customer may, at its option, extend the foregoing thirty (30) day period for up to six (6) months at CCH's then current transition services rates; all access to the Product during this period shall be read-only. The following Sections shall survive any termination or expiration of this Agreement: 1, 4, 8, 11, 12, 13 (to the extent of fees accrued prior to termination), 15, 17, 19, and 20, and the provisions of any Order Document which by the terms thereof survive.

13. Fees.

13.1 In general. Customer shall pay CCH the fees set forth in the applicable Order Documents. .

13.2 Payment of Invoices. All invoices shall be paid by Customer within thirty (30) days of invoice date. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In the event an invoice remains unpaid forty-five (45) or more days from the invoice date, CCH may, in its discretion, terminate the applicable Order Document and/or suspend access to Subscription Services in accordance with Section 14 below. Customer agrees to pay all court costs, fees, expenses and reasonable attorneys' fees incurred by CCH in collecting delinquent fees.

13.3 Taxes. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of CCH) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Products and Support provided by CCH under this Agreement, shall be borne solely by Customer, unless Customer can evidence its tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If Customer loses tax exempt status, it shall pay any taxes due as part of any renewal or payment. Customer shall promptly notify CCH if its tax status changes.

13.4 Subpoenas and Other Legal Process. In the event CCH is requested or authorized by Customer or is required by government regulation, summons, subpoena or other legal process to produce its documents, Customer Data, or personnel as witnesses with respect to the Products and other services provided to Customer under this Agreement, Customer will, so long as CCH is not the subject of the investigation or proceeding in which the information is sought, reimburse CCH at its then current standard professional services rates for its time and materials services, as well as the fees and expenses of its counsel, incurred in responding to such requests.

14. **Suspension of Access to Subscription Services**. CCH may, in its sole discretion, suspend Customer's access to a Subscription Service for any of the following reasons (i) to prevent damages to, or degradation of, the Subscription Service or CCH's systems; (ii) to comply with any law, regulation, court order, or other governmental request; (iii) to otherwise protect CCH from potential legal liability; or (iv) in the event an invoice remains unpaid for more than forty-five (45) or more days from the invoice date. CCH shall use reasonable efforts to provide Customer with notice prior to or promptly following any suspension of access to a Subscription Service. CCH will restore access to the Subscription Service as soon as the event giving rise to suspension has been resolved. This Section shall not be construed as imposing any obligation or duty on CCH to monitor Customer's use of the Subscription Service or the

MASTER AGREEMENT

data and other content uploaded by Customer to the Subscription Service.

15. Confidentiality.

15.1 Each party's Confidential Information shall remain the sole and exclusive property of that party. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to its respective businesses and that neither party would enter into this Agreement without assurance that the other party will take appropriate steps designed to preserve the confidentiality of such information and the value thereof as provided in this Section 15 and elsewhere in this Agreement. The foregoing and the other terms of this Section 15 are and will remain subject to the disclaimers set forth at the end of Sections 6 and 17. Accordingly, each party agrees as follows:

15.2 Each party (i) will treat as confidential and use measures that are reasonable, and at least as protective as those it uses to safeguard the confidentiality of its own Confidential Information (but in no event less than reasonable care), to preserve the confidentiality of any and all Confidential Information that it obtains from the other party and (ii) will use or, subject to the disclaimers in Sections 6 and 17, disclose such Confidential Information solely as permitted under this Agreement (including, without limitation, Section 15.3 below); and

15.3 Each party may disclose the other party's Confidential Information or provide access to the same to its responsible employees and independent contractors who reasonably need to know or access such information in connection with the fulfillment of its obligations hereunder and may make copies of Confidential Information only to the extent permitted or contemplated under or pursuant to this Agreement.

15.4 Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

15.5 CCH is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Exhibit B, County's HIPAA Business Associate Addendum of this Agreement.

16. Limited Warranty. CCH warrants to Customer that during the term of the applicable Order Document, the Subscription Services shall operate in conformity with its

Documentation in all material respects. Notwithstanding the foregoing, Customer's sole and exclusive remedy, and CCH's sole and exclusive liability, for a breach of the foregoing warranties shall be the provision of Support services, replacement of a Subscription Service, or a credit for the pre-paid portion of the applicable fee for the affected Subscription Service, as determined in CCH's sole discretion.

17. Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 16 (LIMITED WARRANTY), THE PRODUCTS, SUPPORT, TRAINING, AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. CCH AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. ALL THIRD PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. CCH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY MATERIAL IN THE PRODUCT, OR AS TO THE ACCURACY, CURRENCY OR COMPREHENSIVENESS OF THE SAME. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF PRODUCTS IS AT CUSTOMER'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CCH OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF CCH'S OBLIGATIONS HEREUNDER. CCH IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICE. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. CUSTOMER ASSUMES ALL RESPONSIBILITY WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE PRODUCTS. CUSTOMER AGREES THAT THE PRODUCTS ARE NOT INTENDED TO REPLACE CUSTOMER'S PROFESSIONAL SKILL AND JUDGMENT AND ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY OR OTHER PROFESSIONAL.

THE SUBSCRIPTION SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT CCH AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (1) VIRUSES, WORMS,

MASTER AGREEMENT

TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED THIRD PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEB-SITES, COMPUTERS, OR NETWORKS. CCH SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH ACTIVITIES NOR SHALL ANY SUCH ACTIVITIES CONSTITUTE A BREACH BY CCH OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER.

18. Indemnity. CCH will indemnify and defend Customer from any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that Customer's use of a Product in conformance with the terms of this Agreement infringes a United States patent issued as of the Effective Date or copyright of that third party. The foregoing indemnification obligation of CCH is contingent upon Customer promptly notifying CCH in writing of such claim, permitting CCH sole authority to control the defense or settlement of such claim, and providing CCH reasonable assistance in connection therewith. If a claim of infringement under this Section 18 occurs, or if CCH determines a claim is likely to occur, CCH will have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Product free of the infringing claim; or (ii) modify the Product to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to CCH, CCH may, in its sole discretion, immediately terminate the relevant Order Document(s) and return the prorated portion of any prepaid, unused fees for future use of the infringing Product. Notwithstanding the foregoing, CCH shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the "Excluded Claims"): (i) the use or combination of the Products with any hardware, software, products, data or other materials not provided by CCH; (ii) modification or alteration of the Products by anyone other than CCH; (iii) Customer's use of Products in excess of the rights granted in this Agreement; (iv) any Third Party Materials; or (v) a business method or process that is inherent to Customer's business. The provisions of this Section 18 state the sole and exclusive obligations and liability of CCH and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Products and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Customer will indemnify and defend CCH from any claim, demand, action, proceeding, judgment, or liability a third-party claim arising out of (i) an Excluded Claim; or (ii) CCH's authorized use of the Customer Data. The foregoing indemnification obligation of Customer is contingent upon CCH promptly notifying Customer in writing of such claim, permitting Customer sole authority to control the defense or settlement of such claim, and providing Customer reasonable assistance in connection therewith.

19. Limitation of Liability and Damages. NEITHER CCH NOR ITS VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF CCH AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section 19 represent the agreed, bargained-for understanding of the parties and CCH's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

20. General Provisions.

20.1 Certification Regarding Exclusion From State And Federally Funded Health Care Programs: Anti-Kickback Laws. CCH certifies that its Healthcare compliance and reimbursement business unit is not and at no time has been sanctioned, excluded or proposed for exclusion from participation in any federal or state funded health care program, including but not limited to the Medicare or Medicaid programs. Neither the Healthcare compliance and reimbursement business unit nor Customer shall engage in any activity prohibited by Medicare anti-kickback, anti self-referral or anti-rebate laws, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

20.2 HHS Audits. To the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, CCH's Healthcare compliance and reimbursement business unit shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such Services. If CCH's Healthcare compliance and reimbursement business unit carries out any of the duties of this Agreement through a subcontract with a value of

MASTER AGREEMENT

\$10,000.00 or more over a twelve (12) month period with a related individual or organization, CCH's Healthcare compliance and reimbursement business unit agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Customer or CCH by virtue of this Agreement.

20.3 Assignment. Customer may not assign this Agreement without CCH's prior written authorization, which shall not be unreasonably withheld. Any such permitted assignment, however, shall not increase the scope (including any material change in the size of Customer's organization) of the license granted hereunder without payment of CCH's then current fees for any increased scope. Any delegation or assignment in violation of the foregoing provisions shall be void and deemed a material breach of this Agreement. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

20.4 Amendment and Waiver. This Agreement may not be modified or amended except by a writing signed by both parties which explicitly states that it is an amendment with specific reference to this Section and the Agreement section which it is amending. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

20.5 Governing Law. This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of California. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a party elects to file an action in federal court) located in Riverside, California. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. **EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

20.6 Severability. In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto

and the remainder of this Agreement shall continue in full force and effect; provided, however, that if the severing and striking of such provision results in a material alteration of this Agreement not able to be appropriately addressed through a replacement provision as contemplated above, the remaining provisions of this Agreement shall be adjusted equitably so that no party benefits disproportionately.

20.7 Entire Agreement; Purpose and Effect of Agreement. This Agreement, together with the Order Documents and any other exhibits and attachments hereto and thereto, constitutes the entire agreement between the parties regarding its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein. No other terms and conditions or agreements, including any terms and conditions contained on Customer's purchase orders ("Additional Terms") shall be binding on CCH. All such Additional Terms shall be of no force or effect and shall be deemed rejected by CCH in their entirety. In the event of a conflict between the body of this Agreement and any Order Document, exhibit, or other attachment, the Agreement shall govern, unless the Order Document explicitly states that it is superseding this Agreement with specific reference to this Section and the Agreement section which it is superseding.

20.8 Notices. Any notice required or permitted to be given by either party under this Agreement will be made in writing and shall be deemed to have been received upon delivery by hand, by facsimile (followed by delivery of a hard copy thereof within five (5) business days of such facsimile) or via Federal Express, or an equivalent reputable courier service, expense prepaid, addressed to the party as set forth below or to such other address as a party may designate in writing to the other party.

As to CCH:

Wolters Kluwer Law & Business – MediRegs
21 Highland Circle
Needham, MA 02494
Attention: Tim Feldman

Wolters Kluwer
2700 Lake Cook Road
Riverwoods, IL 60015
Attention: Executive VP and General Counsel

As to Customer:

County of Riverside
Riverside University Health System
Attn: Charmaine Dumont
26520 Cactus Avenue
Moreno Valley, CA 92555

MASTER AGREEMENT

20.9 Relationship of Parties. The parties to this Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

20.10 Force Majeure. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, hardware failure, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, or hackers (a "force majeure event"), time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party; provided, however, that Customer will not be excused from the payment of any sums of money owed by Customer to CCH. In addition, neither party will have the right to claim damages or to terminate this Agreement as a result of a force majeure event.

20.11 Limitation on Time to Bring Suit. Any suit, cause of action, claim or demand which either party has against the other party for breach of any provision of this Agreement, or for failure to meet any obligation or indemnity provided in this Agreement, or otherwise arising under the Agreement, must be brought no later than one (1) year from the date it becomes known or should have been known by the asserting party.

20.12 No Third Party Beneficiaries. Except for CCH's suppliers and licensors, this Agreement shall not be construed to make Licensed Facilities or any other person or entity, a third party beneficiary hereof.

20.13 Counterparts. This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

20.14 Government Restricted Rights. The Products are provided with Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR clause 52.227-19 or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 et seq. or its successor. The Products are proprietary data, all rights of which are reserved under the copyright laws of the United States.

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

CCH Incorporated

Signature: 

Print Name: Tim Feldman

Title: General Manager, Health Division

Date: September 25, 2015

County of Riverside

Signature: _____

Print Name: _____

Title: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY:  9/25/15
NEAL R. KIPNIS DATE

MASTER AGREEMENT

Exhibit A Initial Order Document

This initial Order Document is a part of and governed by the Master Agreement (“Agreement”) between **CCH Incorporated** (“CCH”) and **County of Riverside** (“Customer”), dated October 1, 2015.

Type of Product: Subscription Services

SUBSCRIPTION & IMPLEMENTATION SERVICES	Year 1 10.1.15-9.30.16	Year 2 10.1.16-9.30.17	Year 3 10.1.17-9.30.18
ComplyTrack™ Solutions: Based on one (1) Licensed Facility(ies) ¹ specified in Attachment 3 <ul style="list-style-type: none"> • Activity & Event Manager (AEM) • Incident Reporter (IR) • Contract & Relationship Manager (CRM) • Document & Policy Manager (DPM) • DPM Portal (DPMP) 	\$65,000		
Year 1 Implementation Services: One-time fee for FastTrack implementation services.	\$30,000		
ComplyTrack™ Solutions: Based on one (1) Licensed Facility(ies) ¹ specified in Attachment 3 <ul style="list-style-type: none"> • Activity & Event Manager (AEM) • Incident Reporter (IR) • Risk Assessment Manager (RAM) • Survey Manager (SM) • Contract & Relationship Manager (CRM) • Document & Policy Manager (DPM) • DPM Portal (DPMP) 		\$70,000	\$105,000
Year 2 Implementation Services: One-time fee for FastTrack implementation services for RAM and SM		\$40,000	
TOTAL ANNUAL FEES	\$95,000	\$110,000	\$105,000

¹**Additional Licensed Facilities.** As of the Order Document Effective Date, the annual fees set forth above are based on one (1) Licensed Facility(ies). In the event Customer's total number of Licensed Facilities exceeds one (1), Customer shall provide CCH with the increase in the total number of Licensed Facilities and CCH shall invoice Customer in accordance with CCH's then-current fees. Upon making or being the subject of an acquisition or merger, Customer shall provide to CCH the new number of Customer's Licensed Facilities and shall pay CCH any additional fees within sixty (60) days of the acquisition or merger.

Notes:

1. **Subscription Fees.** Subscription Service includes a single product database unless additional sub-databases are set forth above. Sub-databases are available for an additional fee.
2. **Licensed Users.** Unlimited number of users at each Licensed Facility.
3. **Support.** CCH's current Support services for the Product are set forth in Attachment 1 to this Order Document. The fee for Support is included in the Subscription Fee set forth above.
4. **Technical Requirements.** CCH's current technical requirements for the Subscription Services are set forth in Attachment 2 to this Order Document. CCH will provide at least six (6) months advance notice before updating the technical requirements, except in the event that CCH determines in good faith that an update is needed to address a serious issue, in which case CCH will provide Customer with reasonable advance notice before updating the technical requirements.
5. **Licensed Facilities.** Licensed Facilities are set forth in Attachment 3 to this Order Document.
6. **Implementation Services.** If included, implementation services for the Subscription Services are set forth in Attachment 4 to this Order Document.
7. **ComplyTrack™ Document & Policy Manager Portal.** If Customer elects to have CCH implement a portal to permit Customer to internally publish documents created with the ComplyTrack™ Document & Policy Manager Subscription Service (the “Portal”), Customer acknowledges that the platform that runs the Portal is different from the platform that runs the ComplyTrack™ Document & Policy Manager Subscription Service, and that the Portal platform is not designed to store personally identifiable information, including but not limited to protected health information.

MASTER AGREEMENT

Customer will not upload any protected personal information into the Portal, including but not limited to protected health information. Customer will indemnify and defend CCH from any claim, demand, action, proceeding, judgment, or liability a third-party claim arising out of Customer's violation of the preceding sentence.

8. **Business Associate Terms.** As required under the provisions of, or the regulations promulgated under, the Health Insurance Portability and Accountability Act of 1996, as amended, the provisions of Exhibit B shall apply to the Subscription Services during the term of the Agreement (including any renewal period and any post-termination transition period).

MASTER AGREEMENT

Attachment 1 to Order Document CURRENT SUPPORT TERMS

1. Support Definitions.

“Error” means a verifiable programming error, logic error, or “bug” within a Subscription Service, or other defect in a Subscription Service that causes it to operate not in material conformity with its Documentation.

“Fix” means programming performed by CCH to remedy an Error.

“Level 1 Error” means an Error that renders the Subscription Service completely inoperative or causes the Subscription Service to fail catastrophically.

“Level 2 Error” means an Error that does not make the Subscription Service completely inoperative or cause the Subscription Service to fail catastrophically, but that substantially degrades the performance of the Subscription Service or substantially impairs Customer’s use of the Subscription Service.

“Level 3 Error” means all other Errors.

“Workaround” means a change in the procedures followed or data supplied by Customer to avoid or minimize the impact of an Error without substantially impairing Customer’s use of Subscription Service.

2. **Eligibility to Receive Support Services.** Customer shall only be eligible to receive Support Services hereunder if (i) it has paid all accrued fees associated with the Subscription Services, (ii) it is not otherwise in default or violation of any material provision of the Agreement, and (iii) is in compliance with all technical requirements for use of the Subscription Services, as described in the Order Document or the Documentation.

3. **Subscription Service Maintenance.** CCH will use commercially reasonable efforts to correct Errors in the Subscription Services which are reported in writing, via telephone or via email by Customer by issuing either: (a) “Correction Information,” such as correction or corrected Documentation, if the Error is reasonably classified by CCH as an Error in the Documentation; or (b) “Maintenance Modifications,” if the Error is reasonably determined by CCH to reside in the programming of the Subscription Service itself. As used herein, a “Maintenance Modification” to the Subscription Service means a revision or modification thereto which provides Error correction or which otherwise is intended to remedy the reported, verifiable, material non-conformity of the Subscription Service with its Documentation. CCH shall respond to Errors in accordance with the priority level reasonably assigned to such Error by CCH:

Level 1 Error: CCH shall promptly commence the following procedures: (i) assign CCH engineers to correct the Error; (ii) notify CCH management that such Error has been reported and of steps being taken to correct such Error; (iii) provide Customer with periodic reports on the status of the corrections; and (iv) initiate work to provide Customer with a Workaround or Fix.

Level 2 Error: CCH shall exercise commercially reasonable efforts to include a Fix for the Error in the next regular update or release of the Subscription Service.

Level 3 Error: CCH may include a Fix for the Error in a later major release of the Subscription Service.

4. **Email, Telephone and On-site Support.** CCH will provide reasonable e-mail and phone support for Error corrections to Customer, during CCH’s normal business hours, which are currently Monday through Friday, 8:00 a.m. – 6:00 p.m. CST, excluding CCH holidays. On-site support is available at CCH’s then current time and materials rates.
5. **Response Time and Escalation.** CCH will use reasonable efforts to respond to each request for technical support within one (1) hour of receipt of the request during CCH’s normal business hours. In the event Customer should become dissatisfied with CCH’s response time to support calls or its efforts to resolve an Error, the matter shall be escalated to a senior executive on each side. The executives shall discuss in good faith possible means to resolve the escalated issue(s) and to reduce the potential for future issues.

6. **Contact Information.** SupportCenter@MediRegs.com or 800.808.6800

MASTER AGREEMENT

Attachment 2 to Order Document CURRENT TECHNICAL REQUIREMENTS

Workstation Requirements.

- **Internet Browsers Supported**
 - A current version of an Internet browser such as Firefox, Chrome or Internet Explorer is used to access ComplyTrack™. We recommend the most current versions of Firefox or Chrome. We also recommend IE 9 (or higher). In Document Manager, if using IE8 (not recommended), ensure Compatibility View is off.
- **Internet Browser Specifics**
 - There are no ActiveX controls used in the application
- **Applications**
 - Microsoft Word and Microsoft Excel (2003 or later) and Adobe Reader are needed to review and modify ComplyTrack™ reports
 - Microsoft Word (2003 or later) and Adobe Reader (Acrobat Standard recommended) are required for Document Manager
- **Screen Resolution**
 - A minimum 1024 x 768 is recommended
- **Product-Specific Requirements**
 - An installed, licensed version of Microsoft Office 2010 or 2013 and Internet Explorer 9.0 or above is required if the Web-Based Document Authoring and Versioning (WebDAV) option for Document Manager is enabled in your application settings
- **Operating System Requirements**
 - Microsoft Windows 7 or newer

MASTER AGREEMENT

Attachment 3 to Order Document LICENSED FACILITIES

Licensed Facility Name and Address
County of Riverside Riverside University Health System Attn: Charmaine Dumont 26520 Cactus Avenue Moreno Valley, CA 92555

MASTER AGREEMENT

Attachment 4 to Order Document Implementation Services

The services set forth below shall constitute the "Implementation Services" as used in this Order Document, and are rendered as part of this Order Document as specified below.

The following list sets forth the services and major tasks to be included and completed during the implementation of the ComplyTrack™ solution (the "Implementation Services"). CCH will provide the Implementation Services only if ordered pursuant to an Order Document. The purpose of the Implementation Services is to work with Customer to configure and onboard Customer to the Subscription Services, as more specifically described below. CCH and Customer will schedule the Implementation Services for the initial Subscription Service to occur within four (4) months after the Effective Date. If Customer has ordered more than one Subscription Service, the parties will schedule the Implementation Services for such Subscription Services to occur within one (1) year after the Effective Date. Any Implementation Services performed more than one (1) year after the Effective Date may result in additional fees, at CCH's then-current rates, being charged; if additional fees are applicable, CCH will not perform the additional services until Customer has agreed to the additional fees.

1. Standard Implementation Services. Customer may order Standard Implementation Services for the following ComplyTrack™ Products: Activity & Event Manager, Incident Reports, Contract and Relationship Manager, Risk Assessment Manager, Survey Manager, Document and Policy Manager, Audit Detail Manager, Issues and Investigations. Standard Implementation Services include:

- Assign an Implementation Consultant to serve as a Project Lead for the duration of the implementation
- Provide project coordination and documentation, including an established project schedule, planning meetings, and ongoing status calls
- Conduct a business process review of Customer's current workflow and reporting
- Suggest best practice recommendations for system deployment
- Perform limited system setup to include:
 - Creating project team user accounts (limited to ten (10) end users)
 - Establishing initial user groups and system security
 - Setting up one (1) Organizational Structure per Subscription Service
- Training Services - The following training will also be available as part of the Implementation Services and will be conducted via live web-based training at mutually agreeable times:
 - Up to five (5) hours of system administration training
 - Up to five (5) hours of training relating to report generation using the Subscription Services
 - Up to four (4) hours of end user training with each Subscription Service

2. FastTrack Implementation Services. Customer may order FastTrack Implementation Services for the Information Security Assessment Manager and the following ComplyTrack™ Products: Activity & Event Manager, Incident Reports, Contract and Relationship Manager, Risk Assessment Manager, Survey Manager, Document and Policy Manager, Audit Detail Manager, Issues and Investigations. FastTrack Implementation Services include the Standard Implementation Services plus:

- The following system configuration services:
 - Electronically importing up to three (3) staff rosters (employee, vendor, or physician) (Requires Import File from Customer)
 - End user setup of up to twenty (20) department end user accounts
 - Configuring standard screen layouts (e.g. - lookup lists, custom fields, and security)
 - Setting up to five (5) email reminder templates
 - Adjusting system settings per Customer requirements (e.g. - password protection)
- The creation of the following customer-specific templates (e.g., screen layouts), questionnaires, surveys, or forms for the applicable Subscription Service:
 - For Survey Manager, one (1) Survey Template (e.g. - Conflict of Interest)
 - For Risk Assessment Manager, one (1) baseline compliance risk assessment project (e.g. - OIG Workplan Template). A baseline assessment will be limited to no more than five (5) questionnaires.
 - For Information Security Assessment Manager, one (1) baseline Information Security Risk Assessment Questionnaire (e.g. - HIPAA Security). A baseline assessment will be limited to no more than ten (10) organizational units and five (5) system units (e.g. - facilities and application assets).
 - For Incident Reporter, one (1) Incident Form (e.g. - Patient Incident)

MASTER AGREEMENT

- For Issues & Investigations, two (2) custom item templates
- For Subscription Services that have customer reporting capabilities, two (2) reports using the Dynamic Excel Wizard or Ad-hoc Report Writer

3. Customer Deliverables/Responsibilities for Standard and FastTrack Implementation Services. Customer will perform the following when receiving Standard or FastTrack Implementation Services.

- Assign a project owner to the overall project. He or she will be the main point of contact with respect to coordinating the required planning meetings, training sessions, and status calls.
- Assign a minimum of one (1) business analyst to the project team for each Subscription Service selected.
- Commit to attend scheduled weekly or biweekly planning and status calls, no less than twice per month. Attendance at the regularly scheduled status calls is extremely important in keeping the project on time, on task, and on budget.
- Review all training prerequisites (videos or handouts) and attend all scheduled training sessions outlined in the project schedule.
- Commit to spending 4-6 hours per week during the implementation timeframe for planning meetings, status calls, and business process reviews.
- Provide the necessary resources to complete the implementation of the initial Subscription Service and any additional Subscription Services within the timeframes set forth above.

4. Out of Scope Services. Implementation Services only include those services described above. Without limiting the foregoing, Implementation Services do not include:

- System setup and configuration exceeding limits above
- Custom reports exceeding limits above
- On-site training, available as an add-on service
- Custom product documentation
- Data migration of legacy data, may be available as an add-on service
- Interfaces with 3rd party systems, may be available as an add-on service
- Customer specific software changes

MASTER AGREEMENT

Exhibit B BUSINESS ASSOCIATE AGREEMENT (“BA Terms”)

This HIPAA Business Associate Agreement (the “Addendum”) supplements, and is made part of the Master Agreement, dated October 1, 2015 (the “Underlying Agreement”) between the County of Riverside (“County”) and **CCH Incorporated** (“Contractor”) and shall be effective as of the date the Underlying Agreement is approved by both Parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information (“PHI”) and/or certain electronic protected health information (“ePHI”) may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto (collectively, the “HIPAA Rules”), as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. “Breach” when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

MASTER AGREEMENT

- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
 - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
 - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

MASTER AGREEMENT

- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
- 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

MASTER AGREEMENT

- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
- 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of the HIPAA Rules.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI received from or on behalf of County.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

MASTER AGREEMENT

- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum, to the extent required by 45 C.F.R. 164.504(e)(2)(ii)(D).
 - G. Make available to County or the Secretary, in the time and manner designated by the Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

MASTER AGREEMENT

- 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
1. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 2. Comply with each of the applicable requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 3. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum in accordance with 45 C.F.R. 164.504(e)(2)(ii)(D), and comply with the applicable requirements of the Security Rule; and
 4. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; provided that, this Section 7 shall be deemed notice to County that Contractor periodically receives unsuccessful attempts for unauthorized access, use, disclosure, modification, or destruction of information, or interference with the general operation of contractor information systems, and even if such events constitute a Security Incident as that term is defined under the HIPAA Rules, Contractor shall not be required to provide any further notice regarding such unsuccessful attempts unless they result in a Breach.;
 5. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

MASTER AGREEMENT

- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information reasonably requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** Subject to Section 11.E hereof, with respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule that results in an unauthorized access, use, or disclosure of Unsecured PHI, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- F. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to use commercially reasonable efforts to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of a County patient's medical information without unreasonable delay and no later than five (5) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.
9. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned

MASTER AGREEMENT

to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

10. Termination.

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

11. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally; provided that, any amendment or modification to this Addendum must be mutually agreeable, in writing, and signed by County and Contractor.

C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 10, .B and 11A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** This Addendum is subject to all of the terms of the Underlying Agreement, including but not limited to Section 19 (Limitation of Liability and Damages) of the Underlying Agreement. The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**

- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

MASTER AGREEMENT

- 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices.** All notifications required pursuant to the terms of this Addendum shall be made in accordance with Section 20.8 of the Underlying Agreement.