

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

927



FROM: Human Resources Department

SUBMITTAL DATE:
June 8, 2016

SUBJECT: Approval of the Agreement with American Well (Am-Well) to provide Telemedicine Services for Human Resources for three years; [District-All]; [Total Cost-\$525,332]; [Source of Funds- Employee Sponsored Healthcare Plans]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the professional service agreement with American Well (Am-Well) for an aggregate of \$525,332 for three years, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% annually.

BACKGROUND:

Summary

As part of the County of Riverside's Culture of Health Program, Human Resources conducted a Request for Proposal (RFP) for telemedicine services. Continued on pg. 2

Michael T. Stock
Asst. County Executive Officer/
Human Resources Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 262,666	\$ 525,332	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Employee Sponsored Healthcare Plans
Budget Adjustment: No
For Fiscal Year: 16/17-18/19

C.E.O. RECOMMENDATION:

APPROVE

BY:
Lari Sioson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:
ANITA C. WILLIS
DATE: 6-9-16

Departmental Concurrence

PURCHASING & FLEET SERVICES:
Lisa Brandl, Director

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

Prev. Agn. Ref.:

District: All

Agenda Number:

3-51

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

FORM 11: Approval of the Agreement with American Well (Am-Well) to provide Telemedicine Services for Human Resources for three years; [District-All]; [Total Cost-\$525,332]; [Source of Funds- Employee Sponsored Healthcare Plans] **DATE: June 8, 2016**

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BACKGROUND:

Summary (continued)

This service will be offered to County of Riverside active employees, their spouses and dependents. With assistance from Purchasing, Human Resources worked with Aon Hewitt, the County of Riverside's benefits consultant, to solicit offers from telemedicine vendors.

Telemedicine is the practice of healthcare delivery, diagnosis, consultation, and treatment using 2-way video or audio consultation directly between the physician and the patient. It is not intended to serve as a substitute for a primary care physician. Visits are generally used to treat common illnesses and minor medical needs such as sore throats, bronchitis, pink eye, respiratory infections, skin conditions, cold/flu, and are typically a 15-minute video conference with a doctor.

Offering telemedicine as an optional service to employees fits with the Culture of Health's guiding principles by providing universal access, innovative new technology to engage employees in their health, and cost effectiveness and convenience for employees and families at work and at home. These guiding principles align with the CEO's goal to improve health and promote livable communities through partnerships, policies, systems and initiatives. We expect the County to see decreased absenteeism, decreased health care costs for illnesses that are otherwise left untreated. This telemedicine vendor provides its proprietary online care software that facilitates web-based communication between the employees, their spouses and dependents and provider via a direct URL configured for the County through which the services may be accessed. Free trial mobile app cards will also be available to help introduce the service to employees.

Impact on Residents and Businesses

There is no direct impact to private residents or businesses in the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

Under the term of the proposed contract, there will be zero cost to the County the first year of the contract. The total cost reflected in this Form 11 is to seek purchasing authority and it is a projected maximum estimate for the three (3) year term. Actual costs will be based on a decision to add County medical providers to the telemedicine network. If the County does not add County medical providers to the telemedicine network, there will be no cost of this contract to the County.

The cost projection includes any and all possible fees related to adding County providers. The charges will be absorbed by contributions from the employee sponsored healthcare plans. This service is optional to all employees, their spouses and dependents. If an employee (and/or dependent) elects to use the services during the first year, the employee will pay the full cost for the virtual visit and any associated prescriptions. During either of the subsequent years of the three (3) year contract, the County may opt to make County doctors available through the program. If so, the employee-sponsored healthcare plan contributions would cover the cost to add our doctors. The other costs related to the virtual visit will continue to be paid by the employee.

This program is a benefit to the County of Riverside employees' health and well-being and a mechanism to help reduce cost to the County as well as costs incurred by the County associated with employee absenteeism.

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

FORM 11: Approval of the Agreement with American Well (Am-Well) to provide Telemedicine Services for Human Resources for three years; [District-All]; [Total Cost-\$525,332]; [Source of Funds- Employee Sponsored Healthcare Plans] **DATE: June 8, 2016**

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Contract History and Price Reasonableness

Aon Hewitt solicited proposals for Telemedicine services on behalf of Human Resources. Prior to the release of the RFP, Aon Hewitt used its industry expertise to select eight telemedicine vendors to be evaluated by County of Riverside to determine which vendors fit with the Culture of Health vision based on scope of services criteria developed by Aon Hewitt and Culture of Health team. Ideal scope of services were identified as: 1) Access and convenience; 2) Ease of technology; 3) Customized marketing and engagement; 4) Ability to work with County of Riverside's programs; 5) Reporting and analytics; 6) Strong account management team. Five vendors were removed from consideration because of lack of experience in telemedicine and not enough focus on the employer market.

Aon Hewitt sent the RFP to the three bidders. All three vendors responded to the RFP. Aon Hewitt and the County of Riverside jointly created a scorecard with 80 criteria in the following categories: 1) Organizational experience; 2) Scope of services; 3) User engagement and customization capabilities; 4) Policies and resources; 5) Implementation and account management; 6) Measurement and data; 7) Financials; 8) Consumer Experience. In addition, the vendors provided three client references and County of Riverside had phone interviews with two from each vendor. After the initial RFP response review by the Aon Hewitt team, one vendor did not proceed to the finalist stage due to high costs and a lack of fit with the Culture of Health long-term vision. Responses were fully scored by both Aon Hewitt and County of Riverside teams separately.

American Well rated highest, because they were internally aligned with the Culture of Health vision and were the most cost competitive. The submitted proposals ranged from \$71,600 to \$454,939 annually: American Well's proposal was \$262,666. In addition, American Well's proposal allowed for County of Riverside health professionals to be added to the platform, provided flexibility in selecting physicians, offered personalized service to County of Riverside employees and families, and designated local account management. The estimated total cost for three years of telemedicine services from American Well would be \$262,666 annually; \$525,332 for three years with the first year being zero cost to the County.

There will be no cost to County of Riverside as the cost for the program will be funded by the employee-sponsored healthcare plans.

ATTACHMENT

Am-Well Service Agreement

THIS COPY FOR PUBLIC RELEASE
(REDACTED BY CONTRACTOR)

AMWELL SERVICE AGREEMENT

between

COUNTY OF RIVERSIDE

and

AMERICAN WELL CORPORATION



FOR THE COUNTY COUNCIL
BY: *[Signature]* DATE: 2/19/16
RE: R. MPN

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ATTACHMENTS AND EXHIBITS.

- Attachment I-HIPAA Business Associate Attachment to the Agreement**
- Exhibit A – Scope of Service “Amwell Practice Product Description”**
- Exhibit B – Fee Exhibit**
- Exhibit C – Clinical Services Addendum**
- Exhibit D – Travel & Expense Policy**
- Exhibit E – Hosting Operations Guide**
- Exhibit F – Implementation Overview**
- Exhibit G – NDA**

This Agreement, made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and between AMERICAN WELL CORPORATION, (herein referred to as "CONTRACTOR" or "American Well"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY" or "Customer") The parties agree as follows.

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services (Amwell Practice Product Description Document, the "Documentation"). The following exhibits and attachments are also attached: (i) Exhibit B, Fee Exhibit, (ii) Exhibit C, the Clinical Services Addendum, (iii) Exhibit D, the Travel & Expense Policy, (iv) Exhibit E, the Hosting Operations Guide, (v) Exhibit F, the Implementation Guide, (vi) Exhibit G, NDA, and (vii) Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform (i) in a workmanlike manner and in conformance to and consistent with generally accepted industry standards of firms/professionals in the same discipline in the State of California and (ii) in all material respects in accordance with the Documentation (the "Warranty"). COUNTY will report any non-conformity with the Warranty to CONTRACTOR in accordance with the Hosting Operations Guide within forty-five (45) days after the date on which such failure first occurs. If CONTRACTOR fails to remedy a non-conformity within thirty (30) days of such notice, then CONTRACTOR'S entire liability and COUNTY'S sole and exclusive remedy for such failure, shall be for COUNTY to terminate the Agreement by written notice to CONTRACTOR and receive a pro rata refund of any prepaid fees.

CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IN RESPECT OF THE SERVICE. CONTRACTOR DOES NOT WARRANT THE SERVICE WILL BE ERROR-FREE OR PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION OR WITH CONTINUOUS ACCESS.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the

prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through the Term. The initial term of the Agreement begins on the Effective Date and expires on the third anniversary of such date ("Initial Term"), and shall be renewed for additional, one year terms (each a "Renewal Term"), upon mutual written agreement of the Parties. After year one (1) of the Initial Term, COUNTY may terminate for its convenience upon thirty (30) days written notice to CONTRACTOR. For the avoidance of doubt, no right to terminate for convenience during year one of the Initial Term shall exist. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement. COUNTY represents and warrants that it has obtained all necessary approvals and has the full power and authority to enter into this Agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services, products and expenses in accordance with the terms of Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$525,332 ("Contract Estimate") during the Initial Term unless approved by the COUNTY Board of Supervisors or another authorized COUNTY representative. In the event that COUNTY reaches the Contract Estimate at any point during the Initial Term and the parties have not agreed upon continued payment terms in excess of the Contract Estimate, CONTRACTOR shall be under no obligation to continue performance of the Services hereunder. For clarity, COUNTY may configure its practice so that COUNTY Employees pay a portion of the Contract Estimate directly to CONTRACTOR via their co-pay amount which would result in a reduction of fees that are paid directly by COUNTY. Except as expressly provided herein, COUNTY shall have no obligation to purchase any specified amount of services or products. Except as specifically stated in this Agreement COUNTY shall not be

9/11/16
FOR APPROVAL BY COUNTY BOARD OF SUPERVISORS
BY: [Signature] DATE

11/16

responsible for payment of any of CONTRACTOR's expenses related to this Agreement. The pricing set forth herein is based on a number of factors and is non-standard pricing.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR and COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. CONTRACTOR shall prepare invoices. For this Agreement, send the original copies of invoices to:

Riverside County Human Resources
Deputy HR Director
4080 Lemon Street, 7th Floor
Riverside, CA 92501

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division, Agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.3 In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, upon mutual agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 With respect to professional services, any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, she may authorize additional payment to the CONTRACTOR pursuant to the claim.

5. Termination

5.1 County may terminate this Agreement for convenience as stated in Section 2.1. Either party may terminate this Agreement for the other Party's material breach, if the breaching Party refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure within thirty (30) days after receipt of notice from the non-breaching party

5.2 After the effective date of the termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination, and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any COUNTY confidential information in CONTRACTOR'S possession.

5.3 After termination, COUNTY shall cease use of CONTRACTOR'S Services and make payment only for CONTRACTOR'S performance up to the date of termination in accordance with this Agreement. COUNTY shall return to CONTRACTOR all copies of the Documentation and any other CONTRACTOR confidential information in COUNTY'S possession.

5.4 In the event this Agreement is terminated due to CONTRACTOR'S willful or intentional breach of this Agreement, CONTRACTOR shall not be entitled to any further fees under this Agreement (except for fees accrued prior to the date of termination).

5.5 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS

5.6 The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Intentionally Omitted

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. To the extent known to CONTRACTOR, the CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service Quality Control/Assurance

8.1 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement.

9. Independent Contractor/Employee Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall defend COUNTY from any and all third party claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. Such indemnification is subject to COUNTY giving CONTRACTOR prompt notice of any such claim, reasonable assistance and sole control over the defense of such claim. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction

of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all applicable federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. Covered Individuals shall be required to disclose to CONTRACTOR promptly any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement

10. Subcontract for Work or Services

CONTRACTOR shall not use a subcontractor for any of the professional services performed on-site under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute, unless CONTRACTOR has not received payment.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all applicable State or other licensing requirements. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use of Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to political entities, special district, and related non-profit entities in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR, and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group

identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 51210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such financial books, documents and records ("Financial Documents") as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such Financial Documents shall be maintained by CONTRACTOR for at least three years, or longer if required by law, following termination of this Agreement and be available upon reasonable request by the COUNTY. COUNTY may request such Financial Documents no more than once per year and must have a valid reason for requesting such Financial Documents.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions, COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying

number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The parties agree that the NDA between the Parties, attached hereto as Exhibit G, applies to the Services performed hereunder and is hereby incorporated by reference.

16.4 The CONTRACTOR 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 as set forth in Attachment 1 of this agreement.

17. Administration/Contract Liaison

The Health and Welfare Program Administrator, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as a liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

CONTRACTOR

Deputy Director Human Resources,
4080 Lemon Street, 7th Floor
Riverside, CA 92501

American Well Corporation
75 State Street, 26th Floor
Boston, MA 02109
Attn: General Counsel

Purchasing & Fleet Services
Attn: Walter Mack
2980 Washington Street
Riverside, CA 92504

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as

acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply

20. Intentionally omitted

21. Indemnification & Limitation of Liability

21.1 CONTRACTOR shall (i) defend COUNTY, its directors, officers and employees (collectively "COUNTY ENTITIES") from and against any and all third party claims brought against the COUNTY ENTITIES alleging that the Service infringes a United States patent or copyright or misappropriates any trade secrets and (ii) pay resulting costs, damages, and reasonable attorney fees finally awarded under such claims or agreed upon in settlement of such claims, provided that COUNTY notifies CONTRACTOR promptly in writing of the claims and provides all necessary assistance, information and authority to perform the above. CONTRACTOR shall have sole control of the defense with respect to any such claim (including settlement of such claim). CONTRACTOR shall not settle any such claim without COUNTY'S prior written consent, except that no such consent shall be required if such settlement expressly and unconditionally releases the COUNTY ENTITIES from all liabilities and obligations with respect to such claim, without prejudice. If any portion of the Service, in the opinion of CONTRACTOR, is likely to or does become the subject of a claim of infringement, CONTRACTOR shall have the right, at its sole option and expense, to: (i) modify the Service to be non-infringing; (ii) obtain for COUNTY a right to continue using the Service; or (iii) terminate the Agreement and refund to COUNTY the pro rata portion of the pre-paid fees that corresponds to the period of Service discontinuation.

21.2 Exclusions. CONTRACTOR shall have no obligation to indemnify COUNTY under Section 21.1 with respect to any claim to the extent based upon (i) any modification of the Service by a party other than CONTRACTOR, unless such modification was at CONTRACTOR'S direction; or (ii) the combination, operation or use of the Service with a software program(s) or data not part of the Service if the claim would have been avoided had such combination, operation or use not occurred.

21.3 Above Remedies Exclusive. COUNTY agrees that the remedies set forth in Section 21.1 constitute COUNTY'S sole and exclusive remedies and CONTRACTOR'S sole obligations in the event of third party claims of intellectual property infringement regarding the Service.

21.4 Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR LOST PROFITS OR REVENUES OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING THE COST OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH CLAIM. This Section will not apply to amounts owed in respect of a party's indemnification obligations, or for claims arising under the sections herein related to license grant/restrictions or to amounts payable by COUNTY hereunder.

21.5 Limitation of Liability. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE HIGHER OF THE AMOUNTS ACTUALLY PAID BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT AS OF THE DATE OF SUCH CLAIM OR THE TOTAL AMOUNT PAYABLE UNDER THIS AGREEMENT AS OF THE DATE OF SUCH CLAIM. This Section will not apply to amounts owed in respect of a party's indemnification obligations, or for claims arising under the sections herein related to license grant/restrictions or to amounts payable by COUNTY hereunder.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California. Policy shall include Employers' Liability including Occupational Disease with limits not less than [REDACTED] person per accident.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than [REDACTED] per occurrence and [REDACTED] in the aggregate.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than [REDACTED] per occurrence combined single limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than [REDACTED] per occurrence and [REDACTED] annual aggregate

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A-VII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) Upon request, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. CONTRACTOR shall endeavor to provide thirty (30) days written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance, including applicable endorsements. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S Commercial General Liability insurance shall be construed as primary insurance, and the

COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to request an adjustment of the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR ^{as} become inadequate.

6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7) CONTRACTOR agrees to notify COUNTY of any claim by a third party arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by a party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the ^{part} of a party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing such party from enforcement of the terms of this Agreement.

23.3 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.4 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales ^{part} contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.5 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest.

23.6 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel

23.7 The parties shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all reasonable, applicable COUNTY policies and procedures made available to it by COUNTY. In the event that there is a conflict between the various laws or regulations that may apply, the party shall comply with the more restrictive law or regulation.

23.8 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement

23.9 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.10 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way

23.11 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

24. Additional Services Terms and Conditions

24.1 Right to Access and Use; Restrictions.

a. Subject to the terms and conditions of this Agreement, American Well will make available, on a non-exclusive, non-transferrable basis and via a Practice, the Service to

Customer in order to allow Providers to deliver Health Services to Employees within the Territory.

b. Customer will not (i) sell, lease, provide service bur^{ea} u or timeshare services, distribute or otherwise make the Service available to thurd parties other than an individual who is an Employee or a Provider ("Authorized Users"), (ii) copy, reverse engineer, decompile, disassemble, re-engineer, or otherwise create or attempt to create or ^{perm} permit, allow, or assist others to create the source code of the Service, or its structural fram^{ew} ork, or (iii) modify or create derivative works of the Service or use the Service in whole or in part for any purpose except as expressly provided under this Agreement. [REMAINDER OF PAGE BLANK]

24.2 Reservation of Rights. American Well will at all times solely and exclusively own all right, title, and interest in and to the Service, the Documentation, and all intellectual property or other rights in the foregoing, including but not limited to any and all modifications and derivative works. No implied licenses are granted.

24.3 Customer Obligations.

a. Security Customer agrees to comply with the security requirements set forth in Section 2.2 of the Hosting Operations Guide, attached Exhibit E.

b. Compliance with Laws. Customer will ensure: (i) that all non-Online Care Group Providers are duly licensed to provide Health Services where they are practicing and are otherwise properly credentialed, and (ii) that all non-Online Care Group Providers carry professional liability insurance in at least the minimum amount required by law. Subject to American Well's obligations as a Business Associate (as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively "HIPAA")), Customer is responsible for compliance with all applicable laws and regulations concerning or related to the practice of medicine or the provision of Customer Data (hereinafter defined) to American Well hereunder. If Customer becomes aware that non-Online Care Group Provider's membership on any medical staff or license to practice medicine has been revoked, suspended or restricted in any way, Customer will notify American Well of such event in writing immediately. Customer will also notify American Well in writing immediately if Customer becomes aware of any medical incident, error or adverse event arising out of any Consultation or if a non-Online Care Group Provider and/or Customer have been named in any claim or suit arising out of any Consultation.

24.4. Data. As between American Well and Customer, Customer retains all right, title and ownership in the data and information inputted into the Service by Customer and any Authorized User ("Customer Data"). American Well may keep one copy of Customer Data after termination of this Agreement for purposes of resolving disputes and for internal business purposes related to delivery, support and testing of the Service.

Customer shall defend American Well, its directors, officers, employees, and affiliates (collectively, "AW Entities") against any and all third party claims brought against the AW Entities arising from the use by any AW Entities of Customer Data or a Customer trademark and Customer shall pay resulting costs, damages, and reasonable attorney fees finally awarded under such claims or agreed upon in settlement of such claims, provided that American Well notifies Customer promptly (but in any event within thirty (30) days of becoming aware) in writing of the claims and provides Customer with all necessary assistance, information and authority to perform the above (at Customer's expense). Customer shall have sole control of the defense with respect to any such claim (including settlement of such claim). Customer shall not settle any such claim without American Well's prior written consent, except that no such consent shall be required if such settlement expressly and unconditionally releases the AW Entities from all liabilities and obligations with respect to such claim, without prejudice.

24.5 Hosting Operations Guide means the current version of the American Well Hosting Operations Guide for AmWell Customers, which is available for review upon request.

24.6 During the Term, American Well shall provide Level 1-3 support and maintenance services for the Service as described in the Hosting Operations Guide, attached hereto as Exhibit D.

24.7 In the event of any conflicts between this Section 24 and any other terms within this Agreement, this Section 24 shall control.

COUNTY:

County of Riverside

Signature: _____

Name: Marion Ashle
y

Title: Chairman of the Board of Supervisors

Dated: _____

CONTRACTOR:


American Well Corporation

Signature:  _____

Name: Bradford Gray

Title: Senior VP and General Counsel

Dated: 02/10/2016

BY:  2/10/16
AL R. RIPSTEIN COUNSEL
DATE

Attachment I
HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and American Well Corporation

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the (the "Underlying Agreement") between the County of Riverside ("County") and ("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 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 ted February 17, 2009, and the laws and regulations promulgated subsequent thereto, 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 the 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. **D**efinitions. 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;
- (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.
- 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. For clarity, Security Incident shall not include successful attack on Business Associate's firewall, unsuccessful log-on attempts and other activities that do not result in unauthorized access, use, disclosure, modification or destruction of PHI or ePHI.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- 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 and aggregate all PHI and/or ePHI of County by Contractor under this Addendum provided that the de-identification and data aggregation conforms to the requirements of the Privacy Rule and/or Security Rule.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in the 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 or as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI 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.
- 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, except to the extent 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), except to the extent permitted by the Privacy Rule, Security Rule, HIPAA and/or HITECH 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 applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

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.

C. Use appropriate safeguards designed to prevent use or disclosure of PHI or ePHI other than as provided for by this Addendum and comply, where applicable, with the Security Rule with respect to ePHI.

D. 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.

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.

G. Make available to 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 Contractor's and/or County's compliance with the Privacy Rule. Contractor shall provide County a copy of all materials made available to the Secretary unless prohibited by law.

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 §19935(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).

K. Use appropriate administrative, technical and physical safeguards designed 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, within fifteen (15) days of request from County, to satisfy the requirements of 45 CFR §164.524. Contractor shall make such information available in an electronic, CSV format.
- 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.
 - 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 are reasonably and appropriately designed to 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 requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- 3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
5. Ensure compliance with the Security Rule by Contractor's workforce;
6. 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 and comply with the applicable requirements of the Security Rule;
7. Report to County any confirmed Security Incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
8. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, to the extent applicable in accordance with Section 12(B), 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;
 - 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 may include at Contractor's sole discretion 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 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 upon request to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary. However, Business Associate will any breaches as they occur in accordance with this Section.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's subpoena that required notification, notice or posting, 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.** 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, Contractor agrees to pay the cost of providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations under Section 9 (Indemnification) of this Addendum.
- F. **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.
- G. **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 reasonably 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 and confirmed access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor is notified of 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. **Harmless/Indemnification.**
- A. Contractor agrees to defend County, all Agencies, Districts, Special Districts and Departments of County their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from and third party claim or action arising out of breach of this Addendum by Contractor, its officers, agents, employees, subcontractors, agents or representatives. Contractor shall pay, indemnify and hold harmless against the resulting costs (including attorney's fees) and damages finally awarded against County and all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives by a court of competent jurisdiction or pay the amounts stated in a written settlement negotiated and approved by Contractor.

- B. The foregoing indemnification obligation is subject to County having given Contractor prompt written notice of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor shall have sole control over the defense of any claim or action hereunder, but will reasonably cooperate with County
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligation to indemnify County as provided herein.
- D. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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

11. **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 termination of this Addendum and the Underlying Agreement, subject to a reasonable opportunity to cure the breach, unless such breach is incapable of cure. 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 and such breach is incapable of cure.
- 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 but in any event not less than thirty (30) days, 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 parties may negotiate in good faith a plan to cure the breach and the breaching party shall 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, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall destroy such destruction, in writing, to 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.

12. **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 as prescribed by law.
- B. **Amendment.** The parties agree to negotiate in good faith 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.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A 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.** 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 Rule, Security Rule, HIPAA and HITECH.
 - 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 to County.** All notification required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be given or made when received by County. deemed

County HIPAA Privacy Officer	HIPAA Privacy Manager
County HIPAA Privacy Officer Address	26520 Cactus Avenue, Moreno Valley, CA 92555

Exhibit A
Scope of Service “Amwell Practice Product Description”

American Well

**American Well Practice
Product Description**

Version 2.0

May 2015

Overview

Amwell is a robust platform that allows patients and providers to have live health care visits from wherever they are. With Amwell, patients don't have to make time-consuming office or hospital visits to receive care. Using videoconferencing, secure text chat, or telephone, patients can access providers at a time and place that's convenient for them, while providers can extend care options for existing patients and reach new patients by providing care online.

Below is a description of Amwell's core practice functionality – for patients, providers, and staff.

Patients

- **Access** – Amwell is accessible to patients online, by telephone, or by downloading the Amwell mobile app (iOS or Android).



- **Visits** – [Redacted]



- **Health Record** – [Redacted]

- **Health Suggestions / Follow-Ups** – [Redacted]

- **Secure Messaging** – [Redacted] messaging functions like email, and allows patients and providers to exchange health information securely.

Providers

- **Availability** –



- **Waiting Room** –



- **Visits** –



- **Patient Port**



- **Medical Home / P [redacted] to Provider**



- **Practice Administration**



Staff

Permission-based staff accounts can be created for each practice. Staff functions include:

- **Manage Provider Availability / Waiting Room(s)** –



• **Manage Patients -**

• **Manage Secure Messages**

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Exhibit 4
Fee Exhibit

EXHIBIT B

FEE EXHIBIT

Definitions	<ol style="list-style-type: none">1. Service means the service provided by American Well using its proprietary online care software that facilitates web-based communication between the healthcare consumer and provider via a Practice.2. Consultation means a single synchronous online consultation for Health Services using the Service Provider and (1) another Provider or a (2) Employee.3. Documentation means the Amwell Practice Product Description Document, which is attached hereto as Exhibit A.4. Go Live Date means the date on which the Customer acknowledges that the Service has been implemented and executes the Acceptance Gate Form. For clarity, the Acceptance Gate Form will be deemed accepted in the event that Customer does not accept or reject it within seven (7) business days of receipt.5. Practice [REDACTED] pt.6. Territory means the United States.
Term	<p>The initial term of the Agreement begins on the Effective Date and expires on the anniversary of such date ("Initial Term"), and shall be renewed for additional, one year terms (each a "Renewal Term"), upon mutual written agreement of the Parties. After year one (1) of the Initial Term, COUNTY may terminate for its convenience upon thirty (30) days written notice to CONTRACTOR. For the avoidance of doubt, no right to terminate for convenience during year one of the Initial Term shall exist.</p>
PEPM	<p>The pricing set forth herein is based on a number of factors and is non-standard pricing. If County would like to use non-Online Care Group ("OCG") Providers in connection with the Service, it shall notify American Well in writing. In the event County is using non-OCG Providers (whether in combination with OCG Providers or not) in connection with the Service, County shall pay American Well a monthly fee equal to \$0.32 PEPM ("PEPM Fee"). "PEPM" means per Employee per month. All PEPM Fees will be invoiced and payable in advance on a monthly basis. "Employee" shall mean all employees of County.</p> <p>The first PEPM Fee will be due upon the commencement of the first calendar month following the date non-OCG Providers are included in the Practice (and such fee will be based on the sum of the number of Employees on the last day of the calendar month following the date non-OCG Providers are included in the Practice).</p> <p>On the last day of each calendar quarter during the Term, County agrees to communicate to American Well the total number of Employees who have the ability to access to the Service in such quarter. American Well shall then correspondingly adjust the PEPM Fee set forth for future months' charges.</p> <p>These PEPM fees will be fixed for the Initial Term.</p>
Technology Fees	<p>The pricing set forth herein is based on a number of factors and is non-standard pricing. Customer will pay the following fees per Consultation. These fees only apply to consultations involving non-OCG providers. All technology fees will be invoiced and payable in arrears on a monthly basis.</p> <ol style="list-style-type: none">1) \$5 technology fee for every Consultation, and2) 2.75% of any amount collected via credit card for a Consultation

Exhibit C
Clinical Services Addendum

CLINICAL SERVICES ADDENDUM

TO AMERICAN WELL SERVICE AGREEMENT FOR EMPLOYERS

1. **Background.** American Well has a contractual relationship with Online Care Network II P.C. ("PC"), a professional corporation which provides Health Services to Employees using a network of qualified physicians and other health care professionals ("Qualified Professionals"). Customer desires to have PC provide Health Services to Employees via the Service.
2. **Network.** American Well shall ensure that PC makes available to Employees Qualified Professionals who have agreed to provide the Health Services using the Service in all 50 U.S. states, except for Alaska, Arkansas, Alabama, Louisiana and Texas. For clarity, PC may change the states where it operates as a result of changes in the regulatory environment. Any such change will be effective upon PC's provision of notice of the same to Customer. American Well shall ensure that at least one (1) Qualified Professional is available to provide Health Services 24 / 7 in each state where PC operates.
3. **Credentialing.** American Well shall ensure that PC either directly, or through a contract with a staffing or credentialing verification company, credentials all Qualified Professionals. Such credentialing shall include verification of the Qualified Professional's licensure, board certification, malpractice history, controlled substances registration, disciplinary actions, education, work history, Medicare provider status, and other criteria as may be agreed upon from time to time by the parties.
4. **Qualifications.** PC shall require that all Qualified Professionals: (i) be licensed in the state where they are considered to be practicing, (ii) be certified by one or more of the American Board of Medical Specialties (ABMS) or the AOA in Internal Medicine, Family Medicine, Pediatrics, Emergency Medicine, or other specialties as may be agreed upon by the parties; (iii) maintain levels of medical malpractice insurance as required by law; (iv) hold any state or federal registrations necessary to issue prescriptions, and (v) be trained in the provision of professional medical services in an online setting.
5. **Disclaimer.** Customer acknowledges and agrees that the Qualified Professionals and not American Well are responsible for the delivery of any and all Health Services to Employees and hereby waives any claim that Customer may have against American Well related thereto.
6. **Fees.** Customer shall pay American Well, as billing agent for PC, the following fees for every Consultation between a Qualified Professional and (1) another provider or a (2) Employee:
 - \$39 if the Qualified Professional was a physician;
 - \$25 if the Qualified Professional was a dietician,
 - \$79 per Consultation Unit with all the Qualified Professionals who are social workers or masters level behavioral health professionals; and

- \$95 per Consultation Unit with all the Qualified Professionals who are behavioral health professionals with a PhD / PsyD.

[REDACTED]

[REDACTED]

[REDACTED] as expressly set forth herein, I C reserves the right to reasonably update such fees based on prevailing market costs by providing Client with written notice of the same.

The pricing set forth herein is based on a number of factors and is non-standard pricing.

Exhibit D
Travel & Expense Policy

Exhibit B Travel & Expense Policy

Policy:

1. Scope

This policy establishes procedures and standards for reimbursement of necessary actual expenses incurred by appointed department heads employees, and other authorized persons, for whom allowance of expenses is authorized by or pursuant to law, resolution, or ordinance because they occur during performance of official county business. The Board of Supervisors and elective constitutional officers as well as their employees are exempt from this portion of the Board policy. This policy also specifies the types of occurrences that qualify a member of the Board of Supervisors to receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses in accordance with Government Code Section 53232.2(b). The Board of Supervisors, elective constitutional officers and each department head is charged with the responsibility of authorizing travel and including it in the proposed budget and ensuring such expenditures are within the approved budget.

The Auditor-Controller shall refer to the Executive Officer any reimbursement claim that is considered to not be in conformance with Board policy. The Executive Officer shall have the authority to approve the payment of any claim if there is lack of certainty regarding the application of Board policy to the questioned claim, or if the action of the department head was not unreasonable in light of all the circumstances. If the Executive Officer denies approval, the department head may place the matter on the agenda of the Board of Supervisors for final disposition.

Board of Supervisors

Members of the Board of Supervisors shall be allowed their actual expenses in going to, attendance at, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside of the county on official business pursuant to Government Code Section 25008. Members of the Board of Supervisors may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties. Reimbursement for such expenses is subject to the provisions of this policy and California Government Code Sections 53232.2 and 53232.3. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for members of the Board of Supervisors. Types of occurrences that qualify a legislative body member to receive reimbursement of expenses relating to travel, meals, lodging and other actual and necessary expenses include the following:

- A. Meeting with representatives of regional, state, national and foreign government on policy positions adopted by the Board of Supervisors;
- B. Attending educational seminars designed to improve officials' skill and information levels;
- C. Participating in regional, state, and national organizations whose activities affect the county's interests;
- D. Attending county events;
- E. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and,
- F. Attending meetings for which a meeting stipend is expressly authorized.

In accordance with Government Code Section 53232.2(f), all expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisors is required to make a public report (see section 12). All expenses must be verified by a valid original receipt, as required by Government Code Section 53232.3(c), which includes the name of the vendor (e.g. hotel, restaurant) date of service and actual amount charged.

~~Members of the Board of Supervisors, elective officials, officers as well as their employees shall be exempt from the trip and per diem policy. Sections 2 through 10 of this Board Policy.~~

2. Lodging

Actual cost for lodging, not to exceed \$159 per night inclusive of all occupancy and accommodation tax, and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities as defined by the Internal Revenue Service (e.g., San Francisco, New York, Washington D.C., as described in IRS publication 1542) or by the Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night, or a applicable conference rate at conference hosting hotel is allowed. Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head to the designated Executive Office analyst along with a completed employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of a legislative body at the time of the booking. Higher rates based upon late registration or negligence by the department head in making an early reservation will be reimbursed at the \$159 rate.

An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt/facility folio.

A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county) Only the single occupancy rate may be claimed for the reimbursement except when two or more county employees participating in the same function share a room; then a double occupancy rate may be claimed by dividing the cost between two claim forms and providing a memorandum explaining the shared room along with the lodging folio

The department head may approve extended lodging if the cost is less than daily travel expenses without the extended stay. Approval of extended lodging for any location in Riverside, Orange, San Diego, Imperial, Los Angeles and San Bernardino counties is required prior to the travel occurrence and must be less costly than a daily commute.

3. Meal Expenses

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment that requires an overnight stay. A meal/s during attendance at any single day event will not be reimbursed.

- A. The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate (e.g. meal at \$5.00, tip \$1.20 equals a reimbursement of \$7.20).

The maximum reimbursement for meals per day in high cost cities (as described in item 2 above) is \$71, inclusive of taxes and tip.

- B. An employee reimbursement claim is based on actual (not to exceed maximum) cost
- C. Reimbursement for meals may exceed the maximum amounts of \$51, but no more than \$71, only if the meal is organized by a non-county entity where the established price of the meal includes facility, speaker, or other costs and is a required portion of the meeting and/or conference. A written statement explaining the necessity for incurring such expense and supporting

Documentation (e.g. flyer, agenda or brochure) must be submitted with the employee reimbursement claim.

- D. Where the cost of a meal is included as part of a registration charge or fee, no additional employee reimbursement may be claimed for that meal.
- E. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for meals will be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for employees to provide their own meal. Special situations may be considered on a case-by-case basis. A memo from the employee to the department head is required and the department head's concurrence must be noted before the memo is forwarded to the designated Executive Office analyst for review and approval.
- F. Travel to a temporary worksite does not qualify an employee for meal reimbursement.
- G. No reimbursement shall be made for alcoholic beverages of any kind.
- H. Employees attending training or conferences for an extended period of time, more than seven consecutive days, may elect to purchase groceries and prepare their meals during the training/conference. In this event, grocery receipts are to be retained and submitted for reimbursement. Grocery charges exceeding the maximum daily cost will not be reimbursed. An employee electing to purchase and prepare food during an extended stay may purchase only food to be consumed during the designated period; no reimbursement will be made for incidentals including kitchen utensils, cookware, kitchen supplies and sundries.

4. Transportation

Actual cost of common carrier services, including taxicabs, car rentals and baggage fees, when necessary, shall be allowed. Departments are to utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Upon request from the Auditor/Controller supporting documentation that the flights and car reservations made were the least expensive option available is to be provided by the department. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) the department can document that no other option exists and the selected flight is the only option for travel. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Airline government and group rates must be used when available. Claims for payment or employee reimbursement shall be accompanied by a receipt for the purchase and a copy of the ticket purchased or other voucher for common carrier expense. Flight insurance is covered in Policy D-5.

5. Rental Cars

The county maintains a contract with a vehicle rental company and every effort should be made to use the contract company. If available, a county issued corporate rental vehicle card or Purchasing Card (P-card) shall be used for all travel requiring the use of a rental vehicle when the contract company cannot be used. Government and group rates must be used when available. Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle.

The rental vehicle may include a global positioning system if said equipment is standard; only standard equipment is allowed and no rental car reimbursement will be made for cars above the mid-range size unless four or more employees are traveling in the same vehicle and this information is documented in the reimbursement information.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), as the county is self-insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3540 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. The employee must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form)

6. Private Automobile

Reimbursement for use of a private vehicle shall be allowed upon authorization of the department head, Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such a rate.

If an employee is required to use the employee's personal vehicle while in the course and scope of employment, the employee must, prior to using said vehicle, do the following:

~~A. Complete the "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use a personal vehicle which must be approved by the department head.~~

B. Insure the vehicle to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California. Although not required, it is recommended that employees who use their personal vehicle while in the course of and scope of employment place a business use endorsement on their personal automobile policy. The expense of adding a business use endorsement is the sole responsibility of the employee.

C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.)

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of county business is expressly prohibited, with the exception of Sheriff's Department sworn personnel on duty in a specific assignment.

When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare.

Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Employees must complete "County Vehicle Accident/Incident Report," Form 942-6 (Human Resources Safety Division form).

7. Private Aircraft

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

8. Miscellaneous Expenses

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed if they represent a valid business need.

A satisfactory explanation of the circumstances is required for these expenditures. An employee reimbursement for actual miscellaneous expenses shall be accompanied by an original receipt or other original voucher. Personal telephone calls and personal internet usage are not reimbursed.

9. Special Provisions for County Employees on Indefinite Assignments

When approved by the department head and Executive Officer or designee, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

A. Standard reimbursements as provided herein (or limited by program provisions); or

B. Commuter compensation model:

Meals: \$50.00 per day or portion thereof in travel status

Lodging: \$1,500 per month (prorated at \$50.00 per day) Transportation Allowance: \$600 per month (Parking, Car

Rental, etc).

Under the commuter compensation model, no receipts or records are required by the county. However, the employee must substantiate deductible expenses on his/her personal tax return.

No tax deduction is allowed by IRS if the assignment is expected to exceed one year. The "commuter compensation model" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year.

10. Travel Authorization

Reimbursement for travel expenses requires prior authorization as follows:

A. By County Executive Officer or designee:

All travel wherein the estimated total cost (including registration, transportation, lodging, and meals) is not included in the approved budget, or is expected to cost \$1,000 or more per person or if the travel is out of state. Prior approval for travel estimated as costing more than \$1,000 or travel out of state is required even if the travel was anticipated and approved in the department's budget.

Each request should be in the form of a memorandum that details costs to be incurred and substantiates the need for said travel. Attendance must be required for purposes of maintaining a professional license, participation in professional activities which benefit the County of Riverside and not solely for the purpose of professional enhancement or to collect an award. Funding availability for the proposed travel is not a guarantee that the travel will be approved. The travel must provide a clear benefit to the County of Riverside.

Exception: extraditions, travel that involves the health/safety/security of a minor, and/or an individual 60 or more years of age or any individual who is the victim of domestic violence.

A. By Department Head:

All travel wherein the estimated total cost (including registration, transportation, lodging and meals) is less than \$1,000 per person. This travel should also be requested on an email prepared by the employee and outlining all anticipated expenditures. If the travel involves participation at a conference or training venue the proposed agenda should be included. The memorandum should explicitly detail how the proposed travel benefits Riverside County.

The Department Head's approval is an indication that the travel is included in the approved departmental budget. If the travel is not in the approved budget the Department Head should make a recommendation and forward the memo to the designated analyst in the Executive Office.

C. Format.

All approved travel should be noted on a per trip basis in a memorandum signed by either the County Executive Officer/designee or the department head as delineated in A. and B. above. A copy of the signed memorandum should be attached to any requests for payment of travel expenses, including Form 14 which follows.

11. Use of Claim Form

The employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. Claims filed after this time will

~~not be considered for payment. Commuter compensation model will be processed as additional pay, and no other form will be required.~~

Original receipts are required for reimbursement. Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In that event, an original un-itemized receipt from the restaurant can be submitted. All claim forms and associated documents related to reimbursable county expenditures are considered public records, are subject to disclosure under the California Public Records Act (Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1). (Form 14 attached)

12. Reports

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the next regularly scheduled meeting of the legislative body

13. Penalties

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in Government Code section 53232.4

Reference:

Minute Order dated 01/21/75
Minute Order 3.3 of 04/29/97
Minute Order 3.3 of 10/16/01
Minute Order 3.8 of 04/08/03
Minute Order 3.7b of 05/02/06
Minute Order 3.3 of 04/10/07
Minute Order 3.2 of 07/21/09
Minute Order 3.7 of 09/15/09
Minute Order 3.9 of 08/10/10
Minute Order 3-11 of 02/26/13

Exhibit E
Hosting Guide

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Host IP Operations Guide
for All Well Systems

AMERICAN WELL

Version 5.0

June, 2014

AMERICAN WELL
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1.1. Scope & Purpose

[Redacted]

[Redacted]

2. American Well Health Consulting Services

[Redacted]

[Redacted]

AMERICAN WELL
provides customers with at least thirty days written notice of any change in the location from which American Well delivers the hosting services.



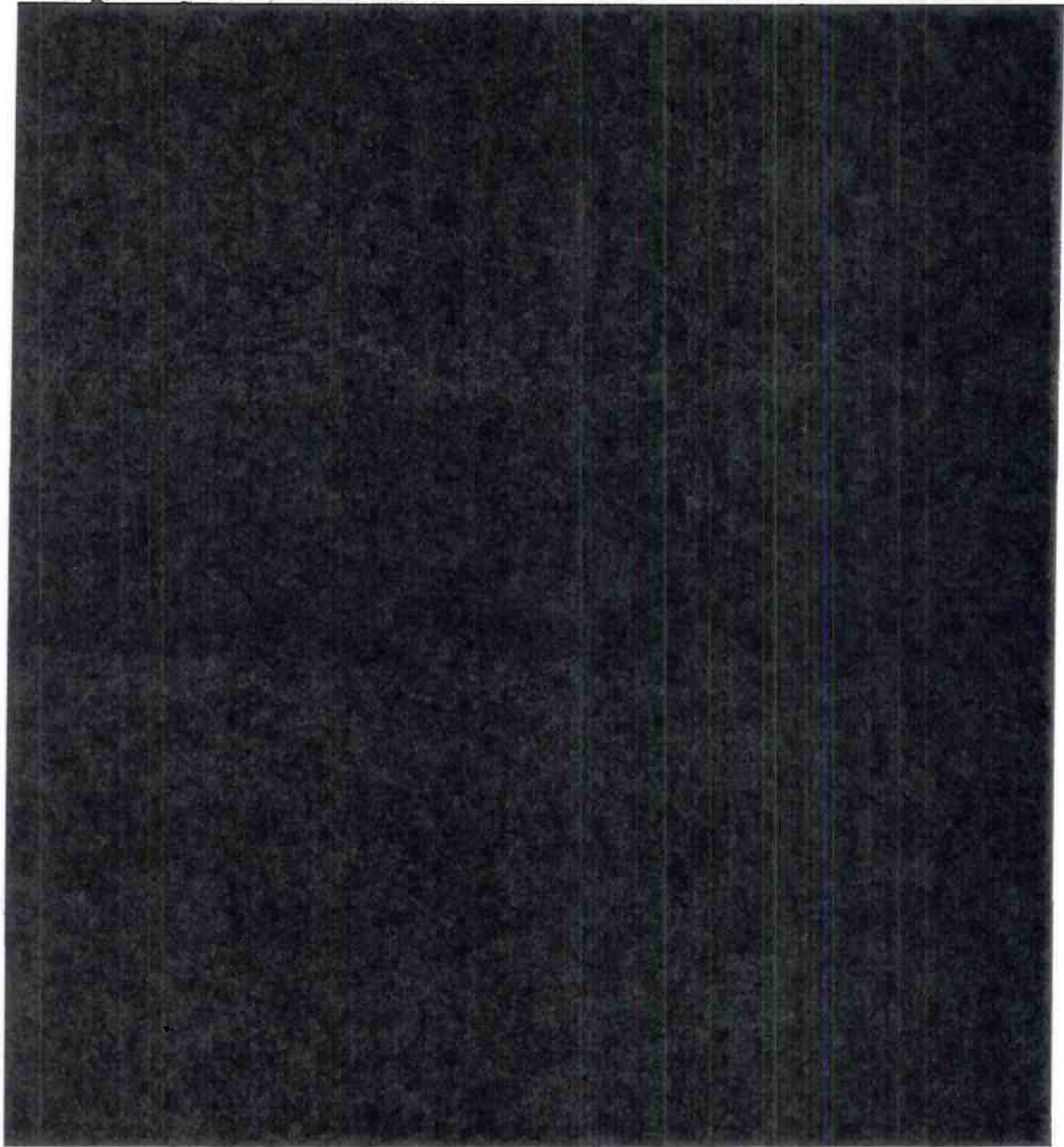
2.2. Customer Expectations

American Well expects its customers to adhere to the following guidelines as a condition to American Well's performance of the hosting services described above.



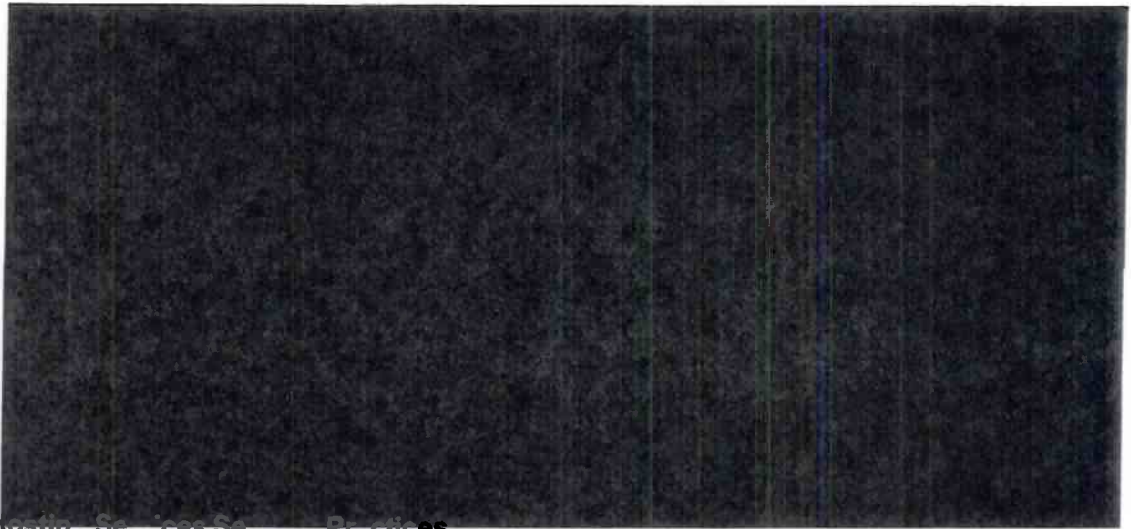
3. Service Level Commitment

American Well will deliver hosting services in accordance with the following performance standards:

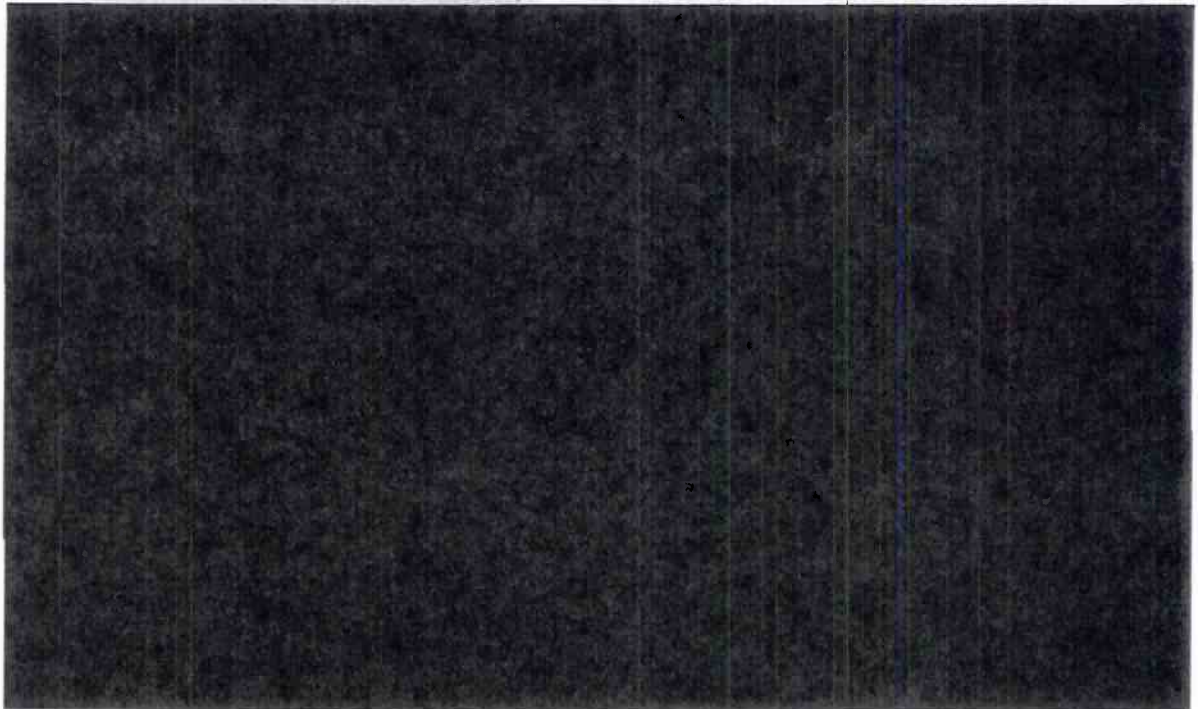


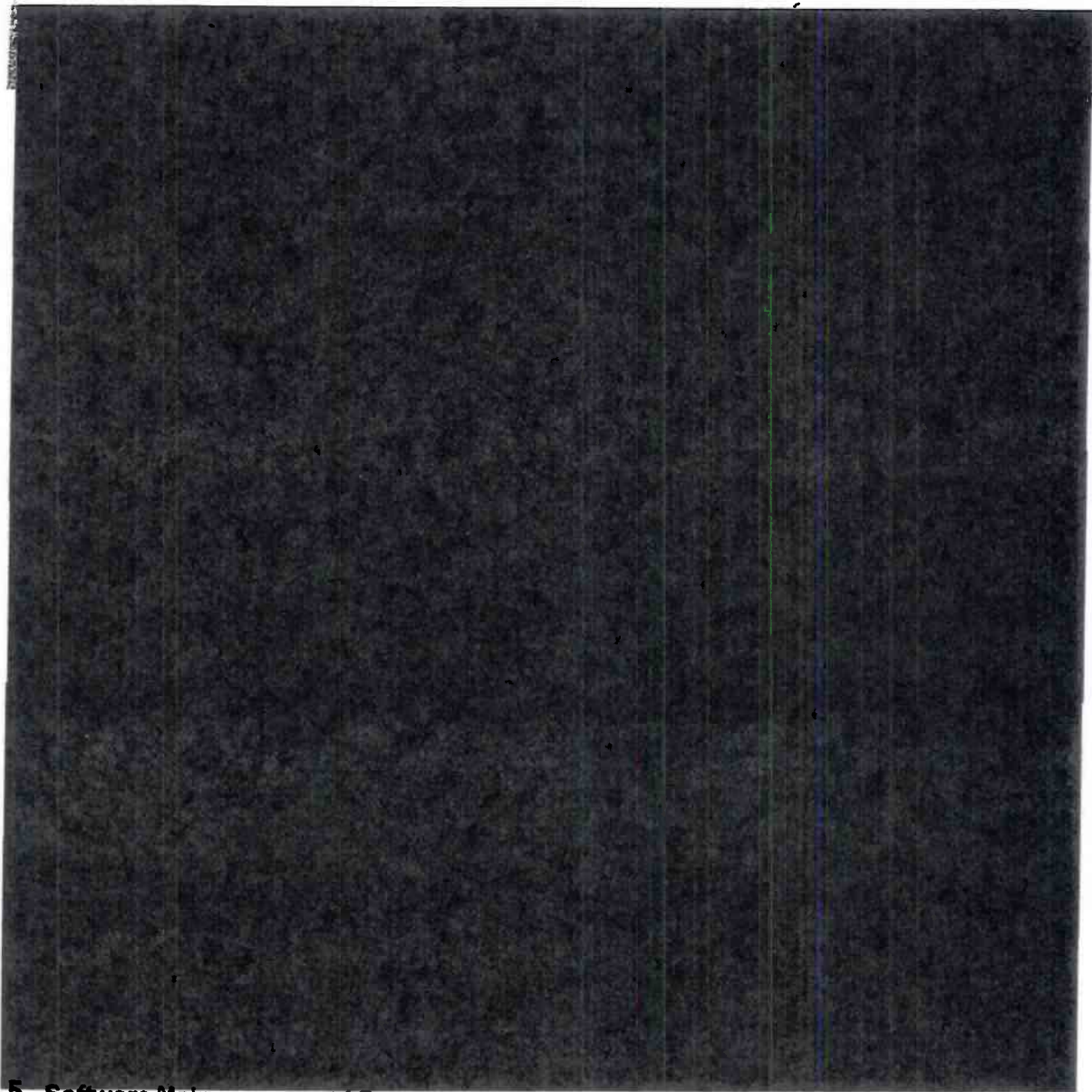
AMERICAN WELL

target service levels. American Well shall not be responsible for any failure to meet the service level commitments set forth above if the failure is due to:

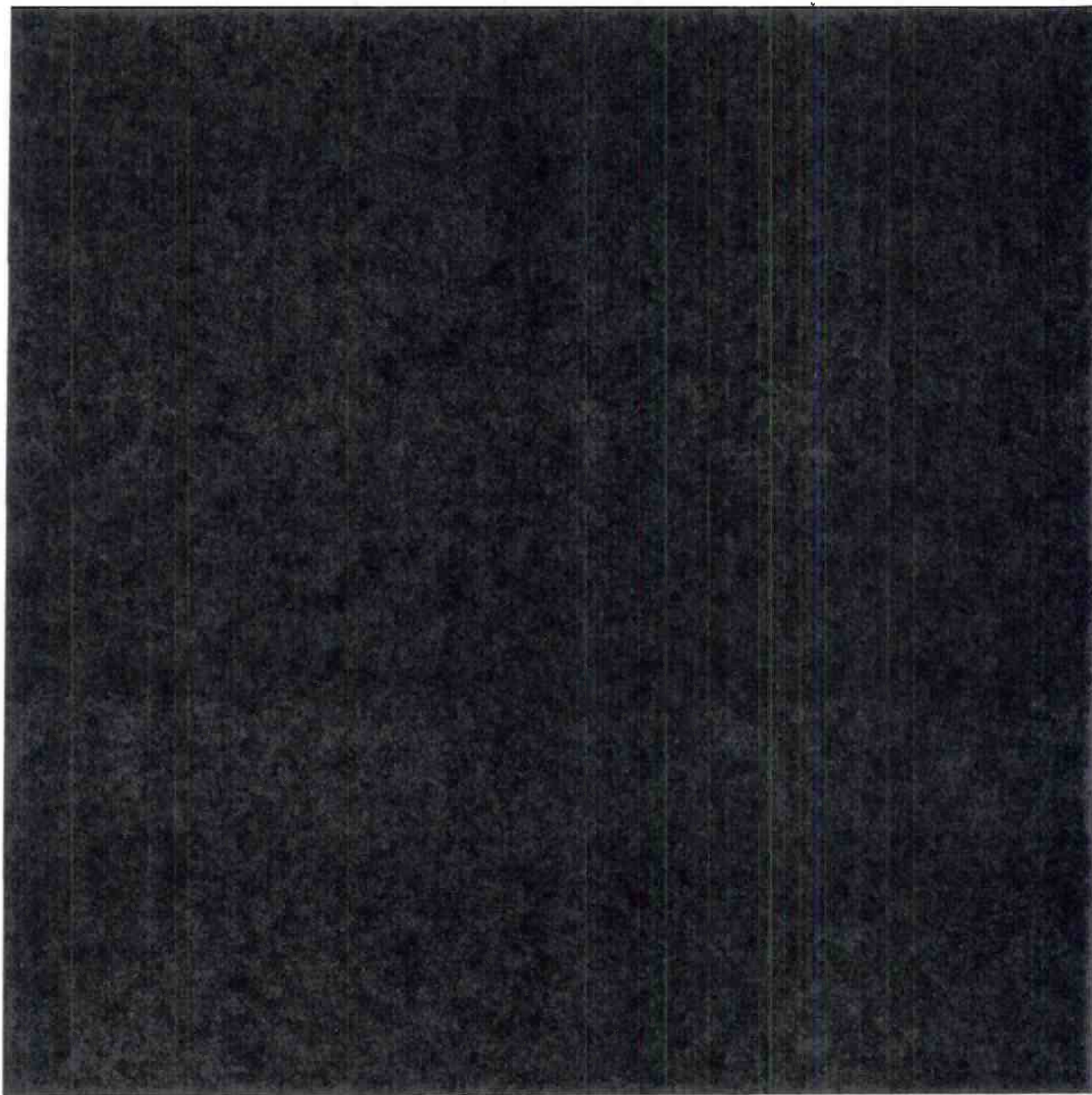


4. Hosting Services Security Practices





5. Software Maintenance and Support



ENCLOSURE

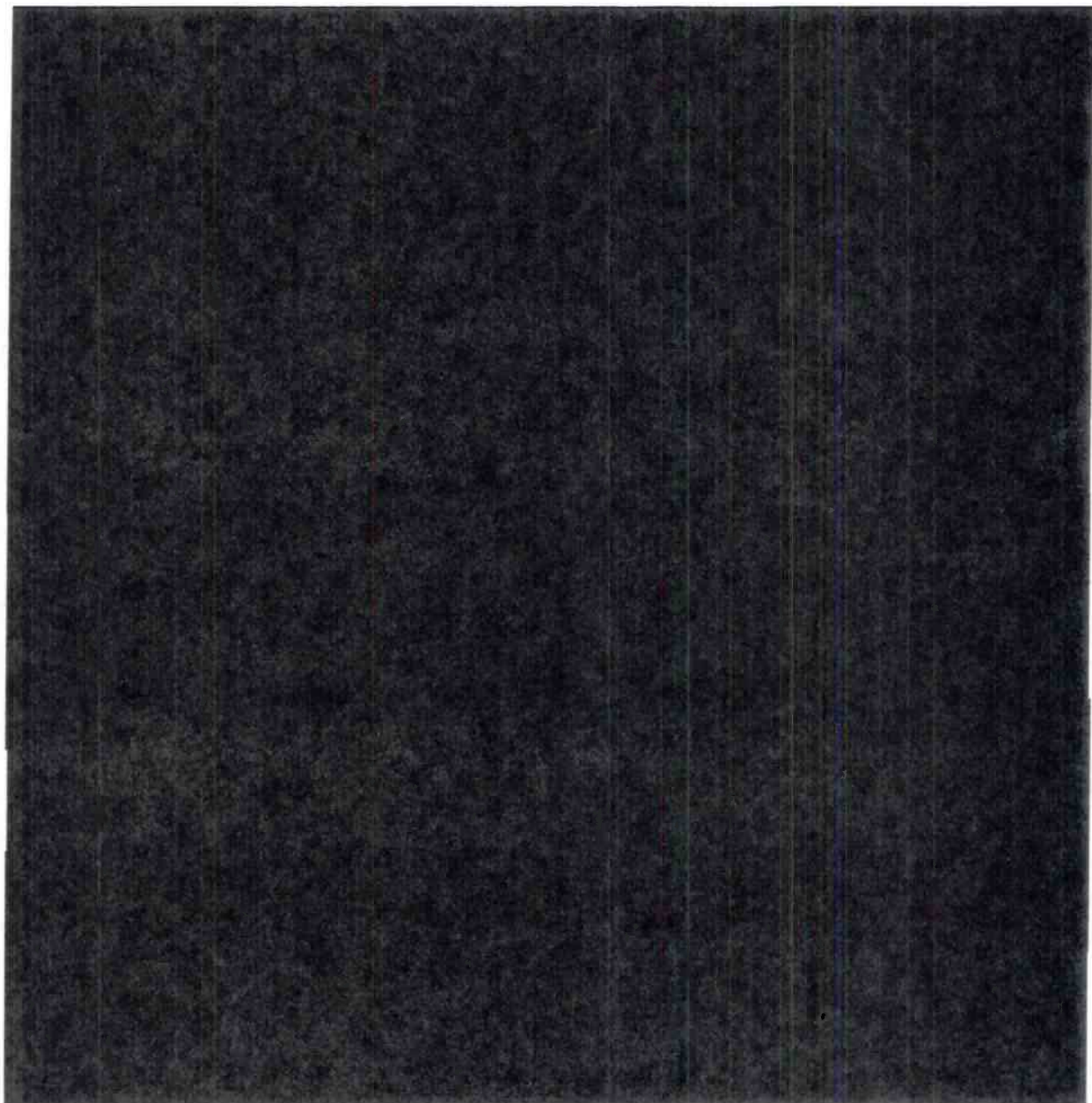
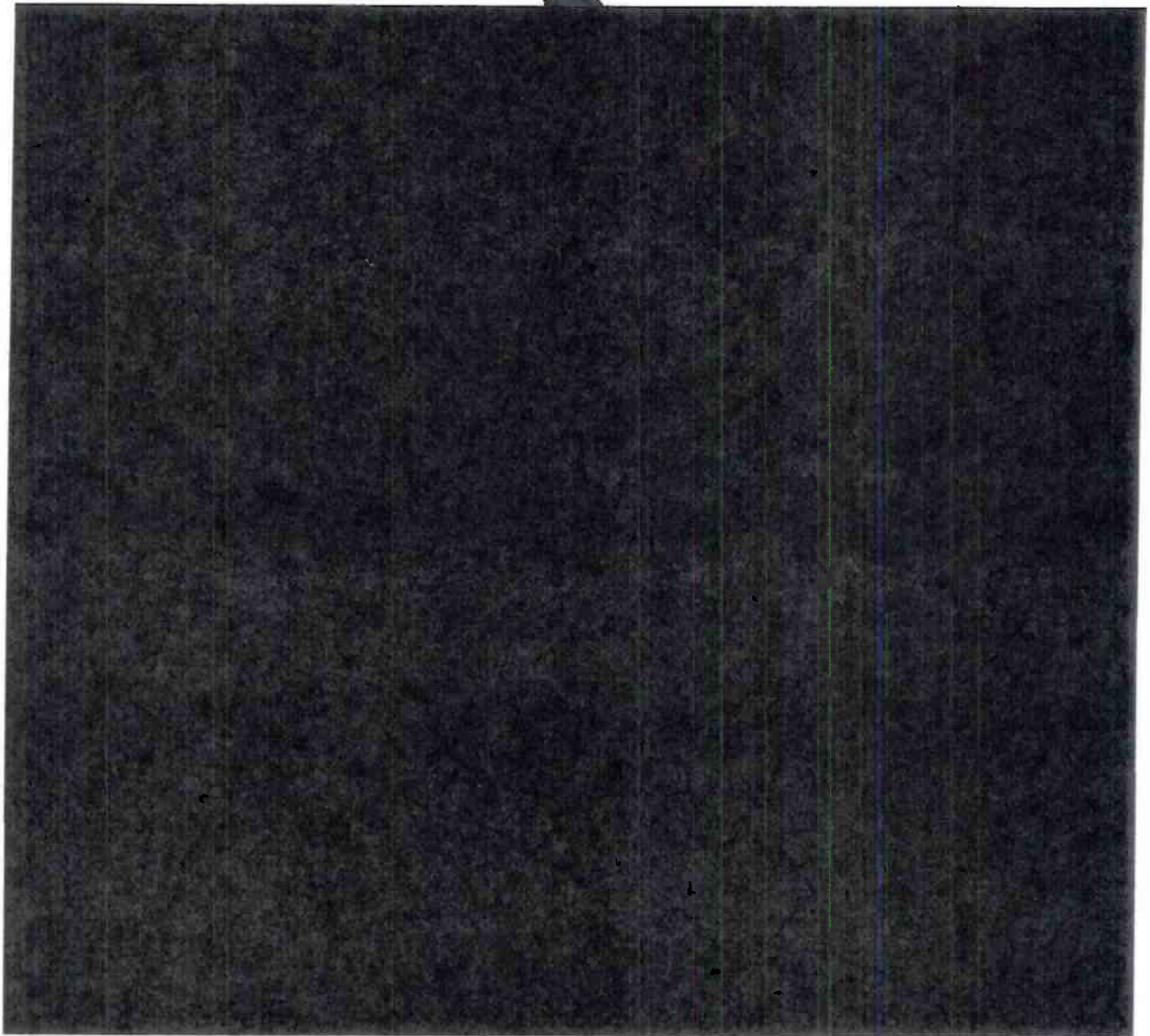
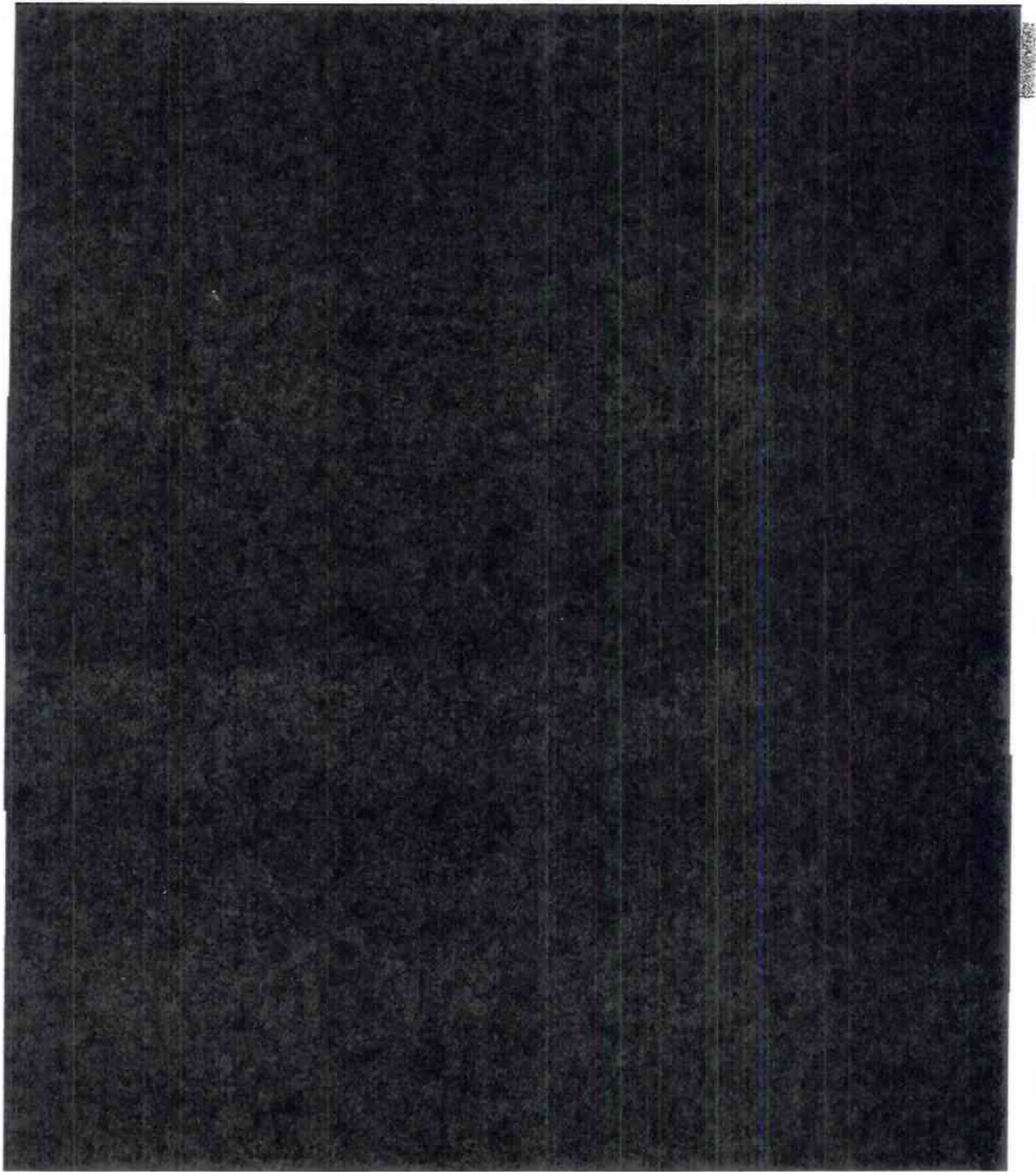
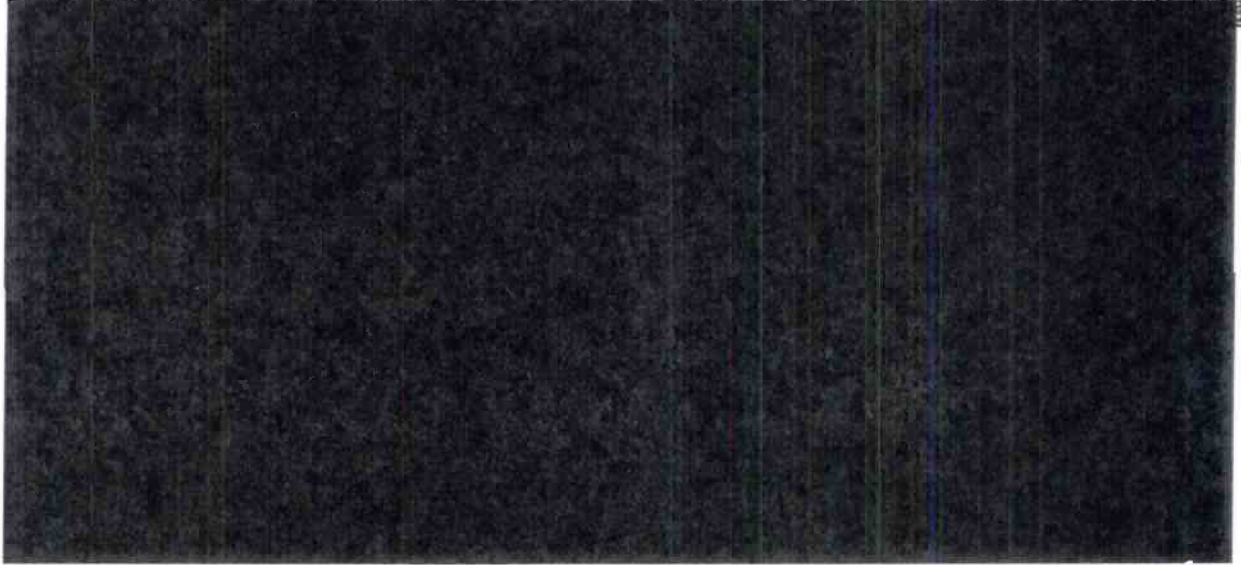


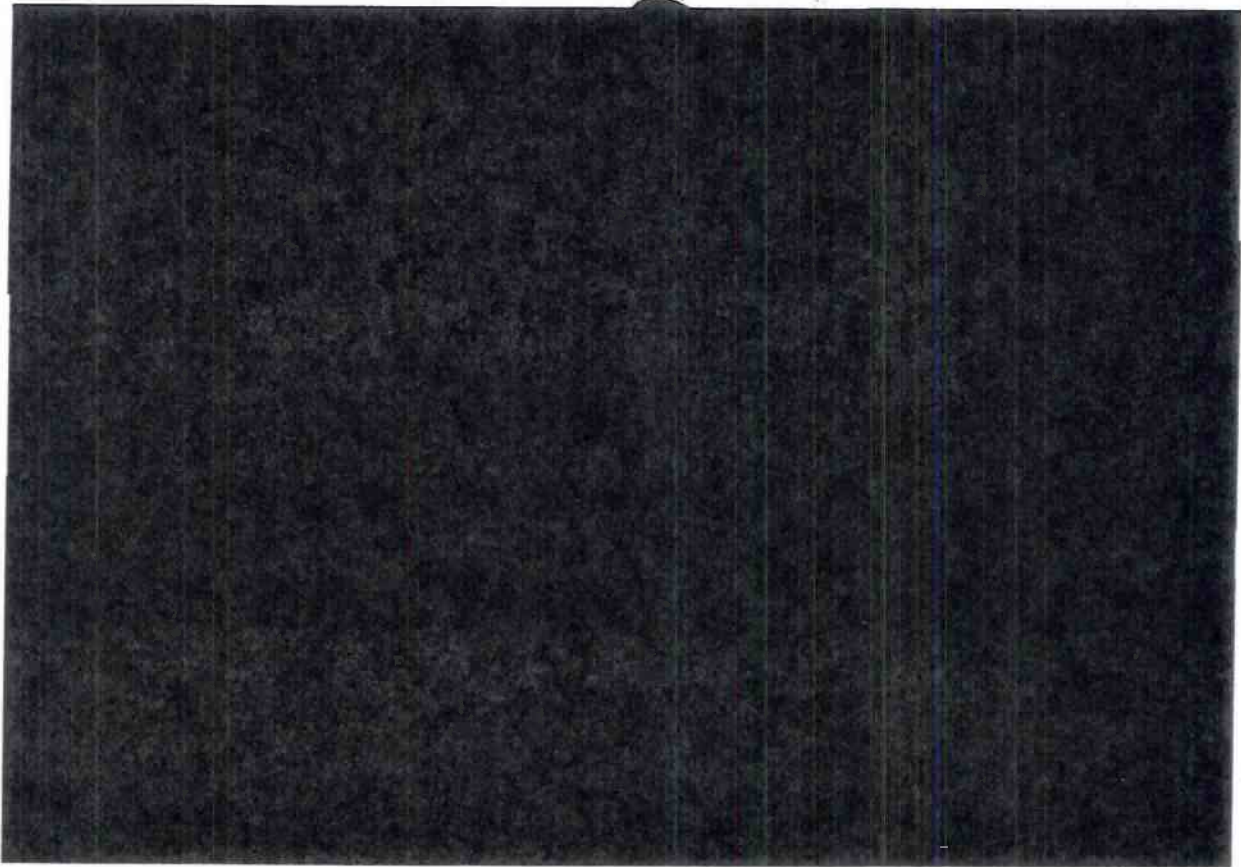
Table 1. Classification of Errors





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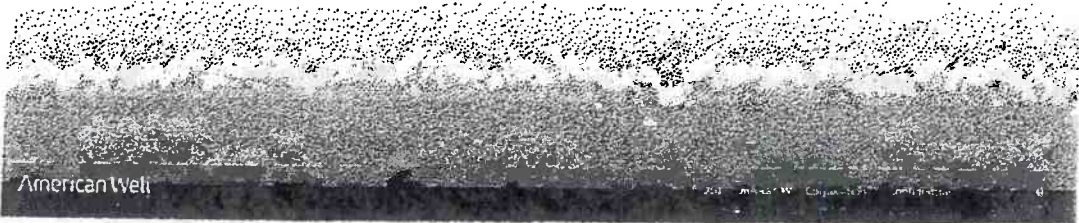
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Exhibit F
Implementation Overview

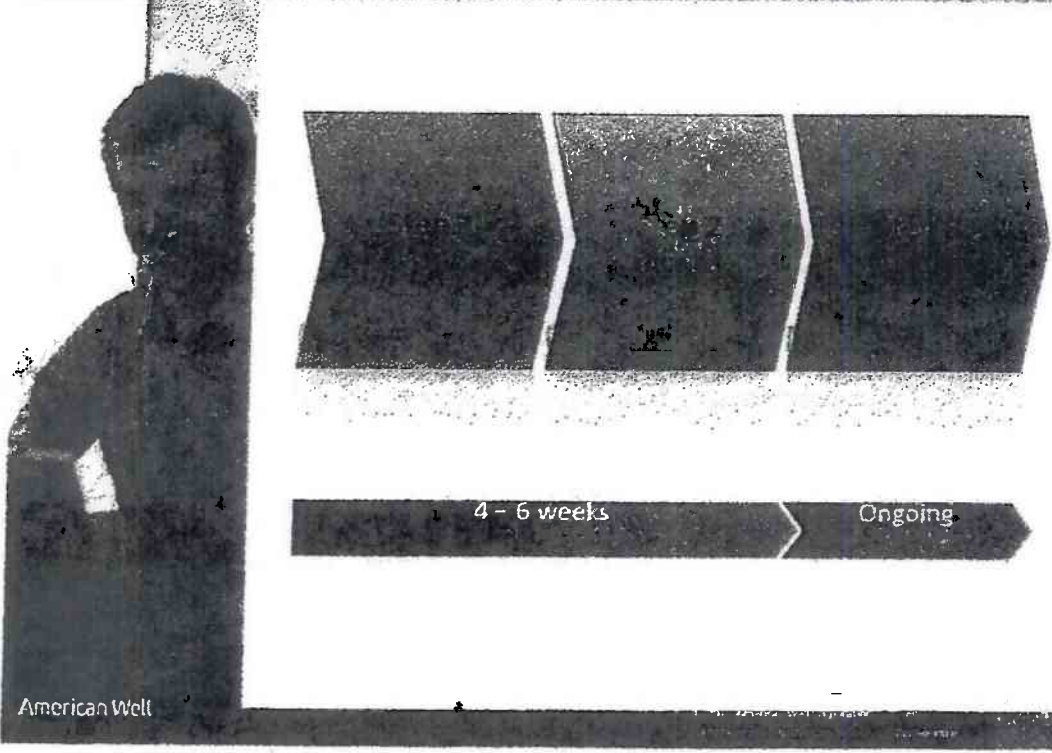
AMERICAN WELL

Implementation Overview

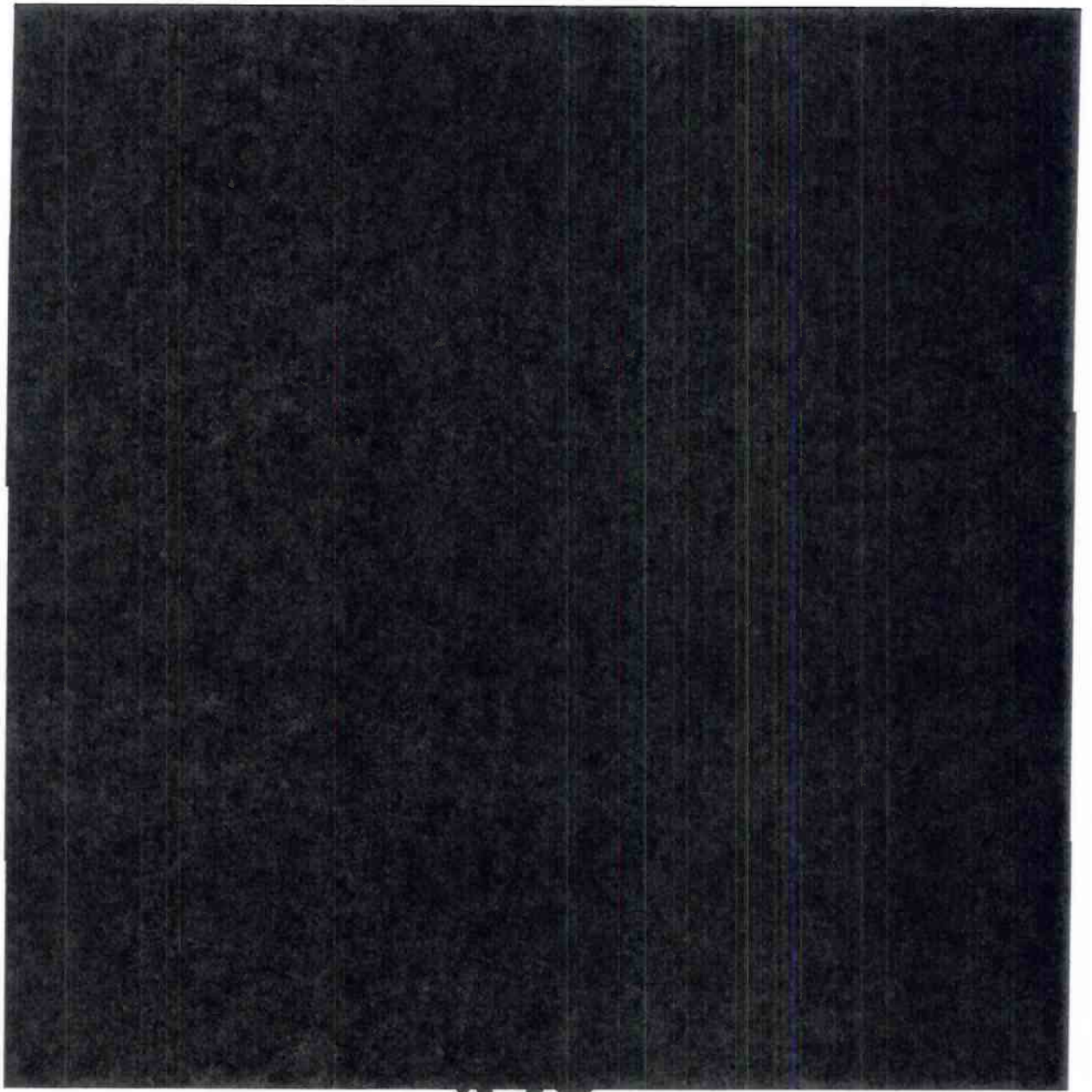


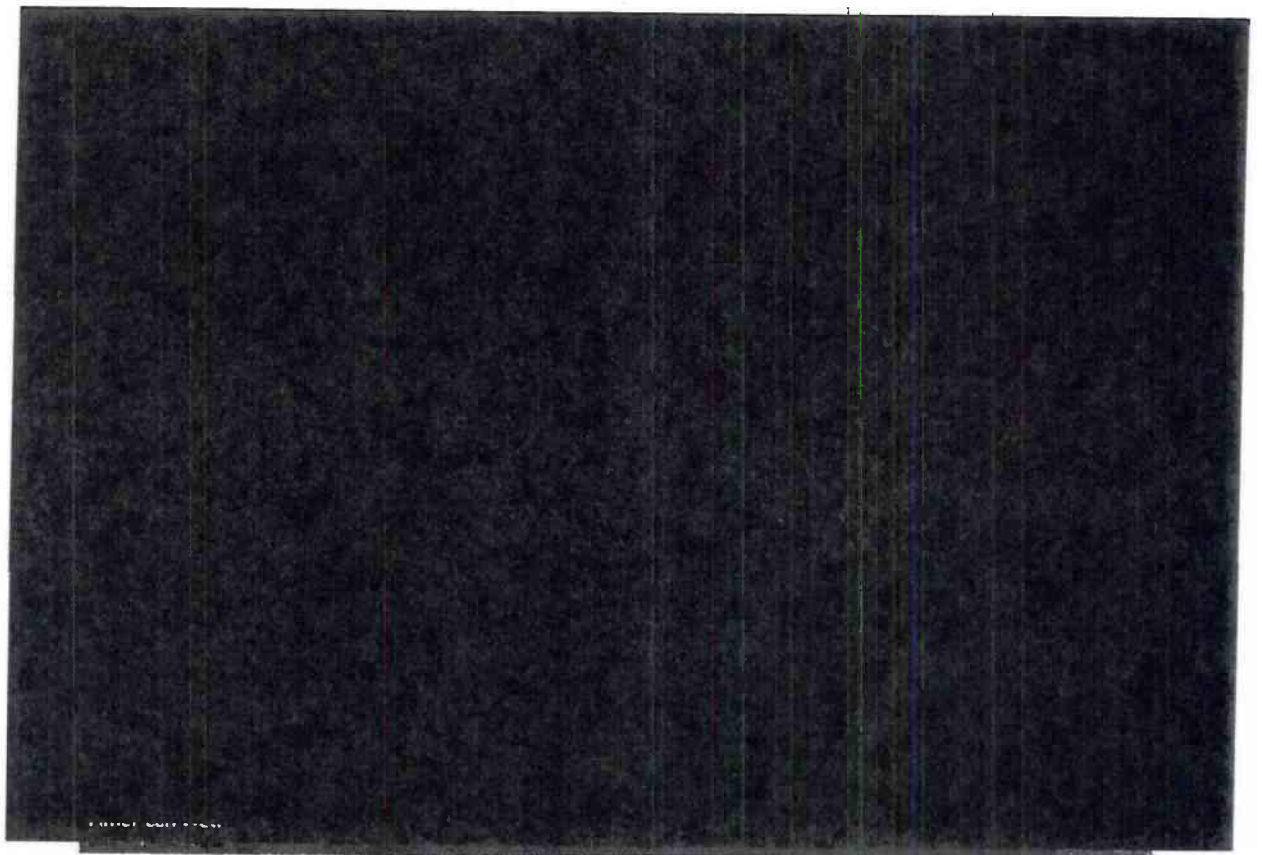
American Well

Practice Implementation Steps



American Well



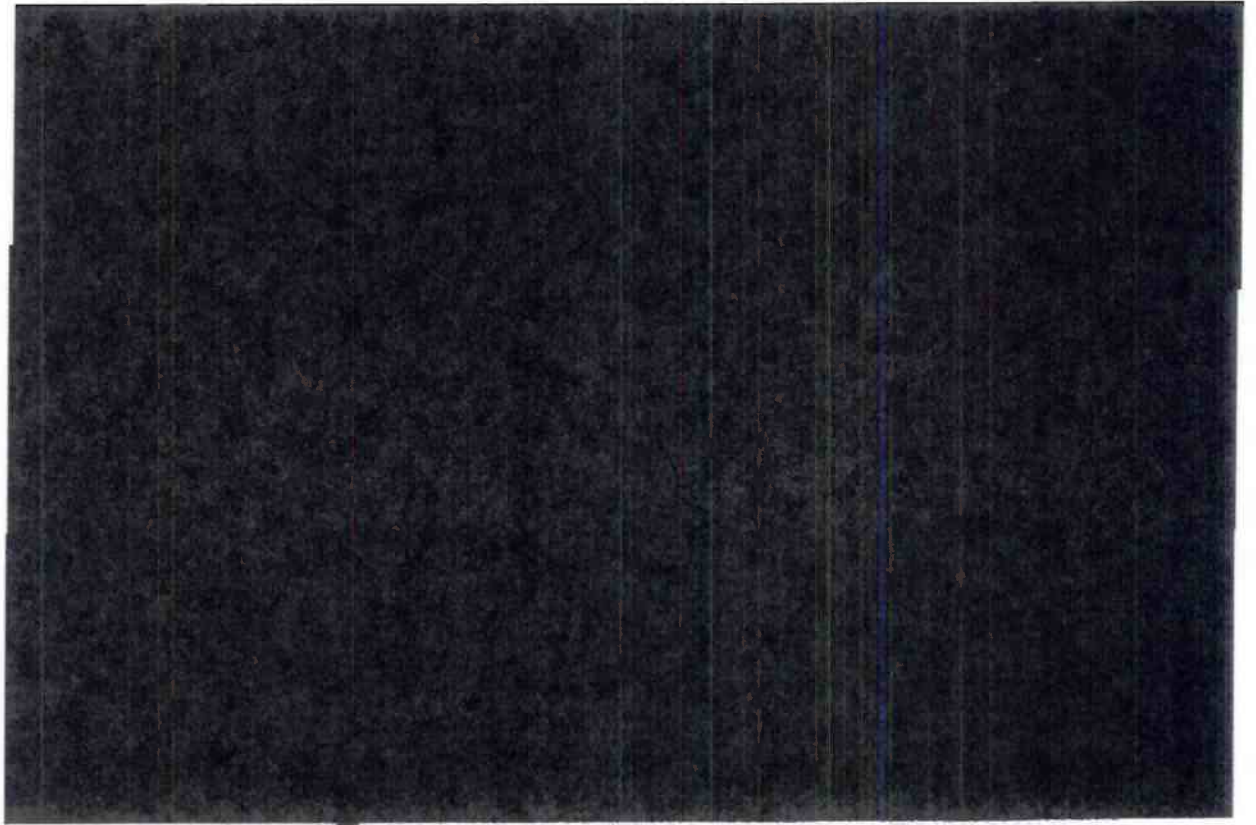


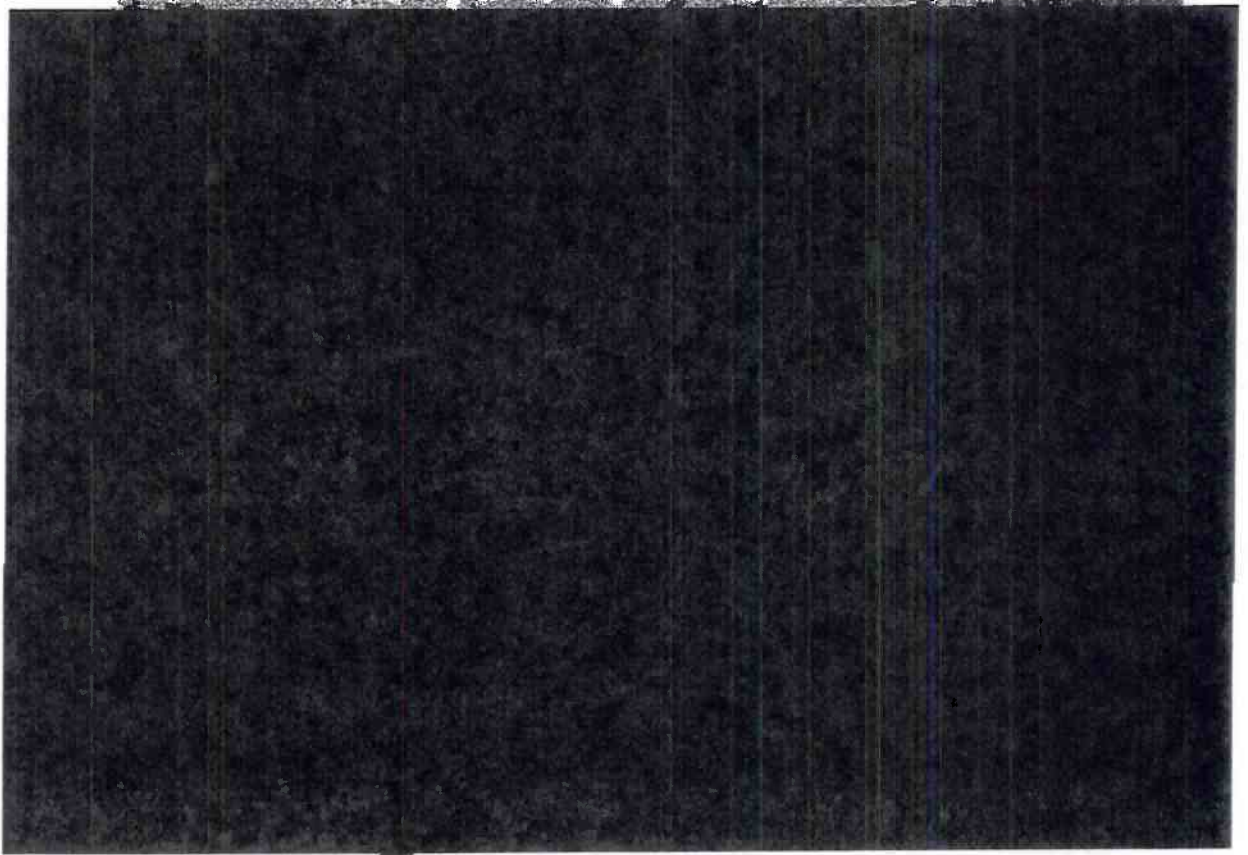


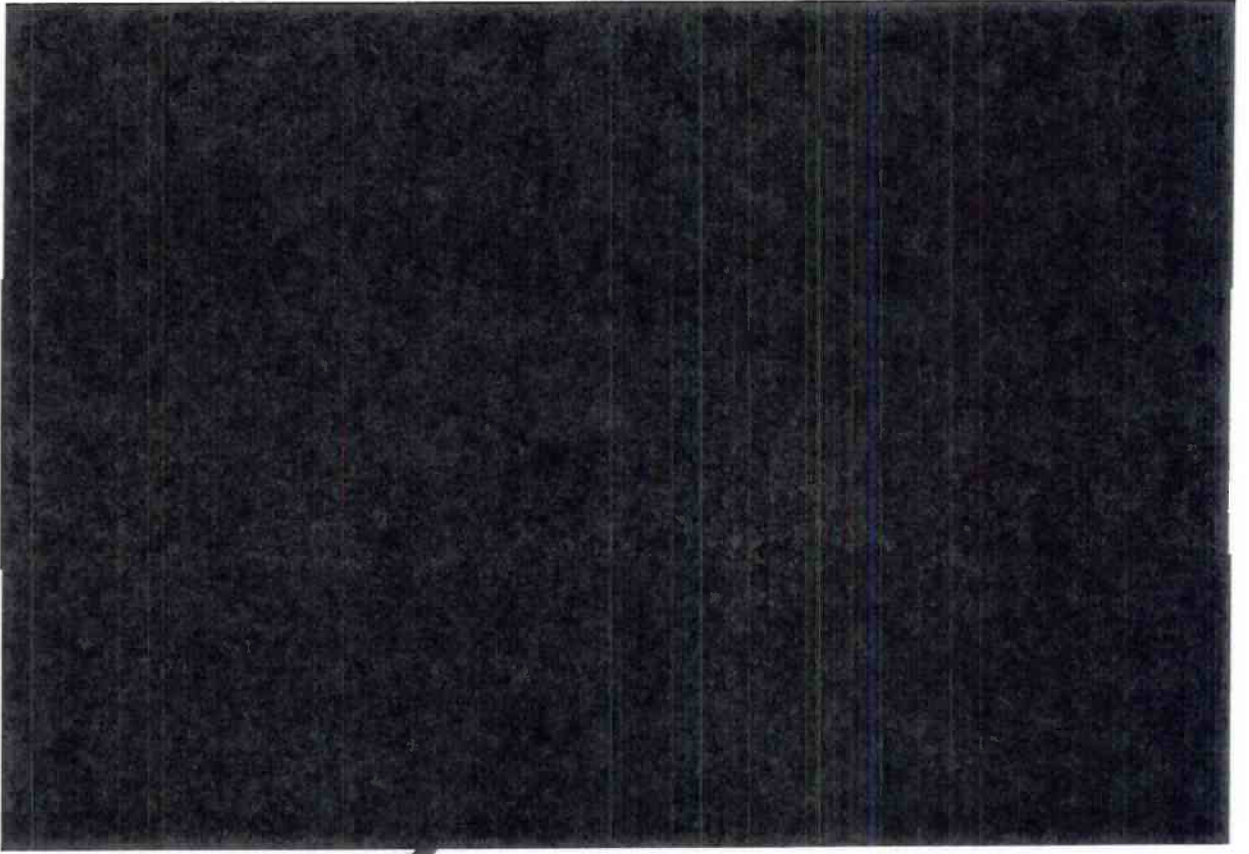
American Well

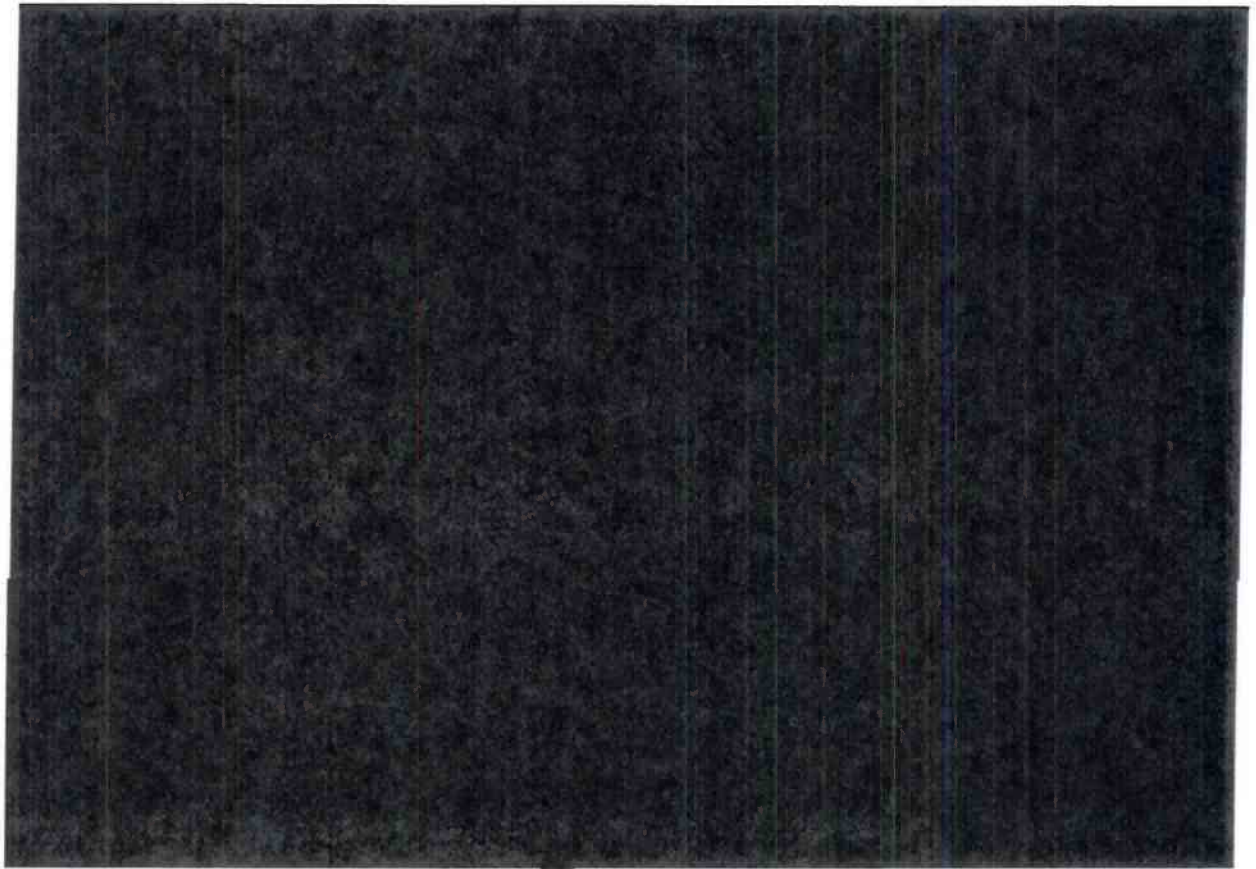
CONFIDENTIAL
PROGRAM CONFIDENTIAL

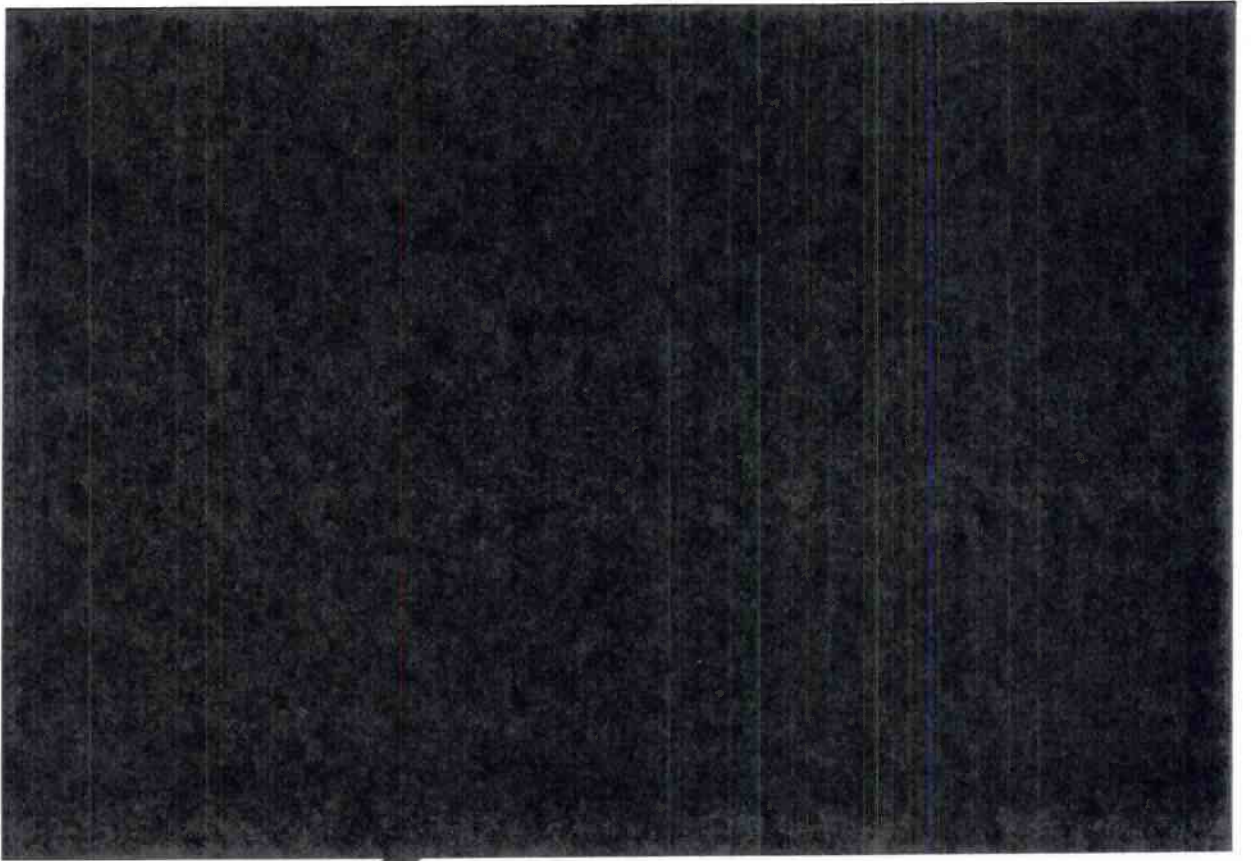












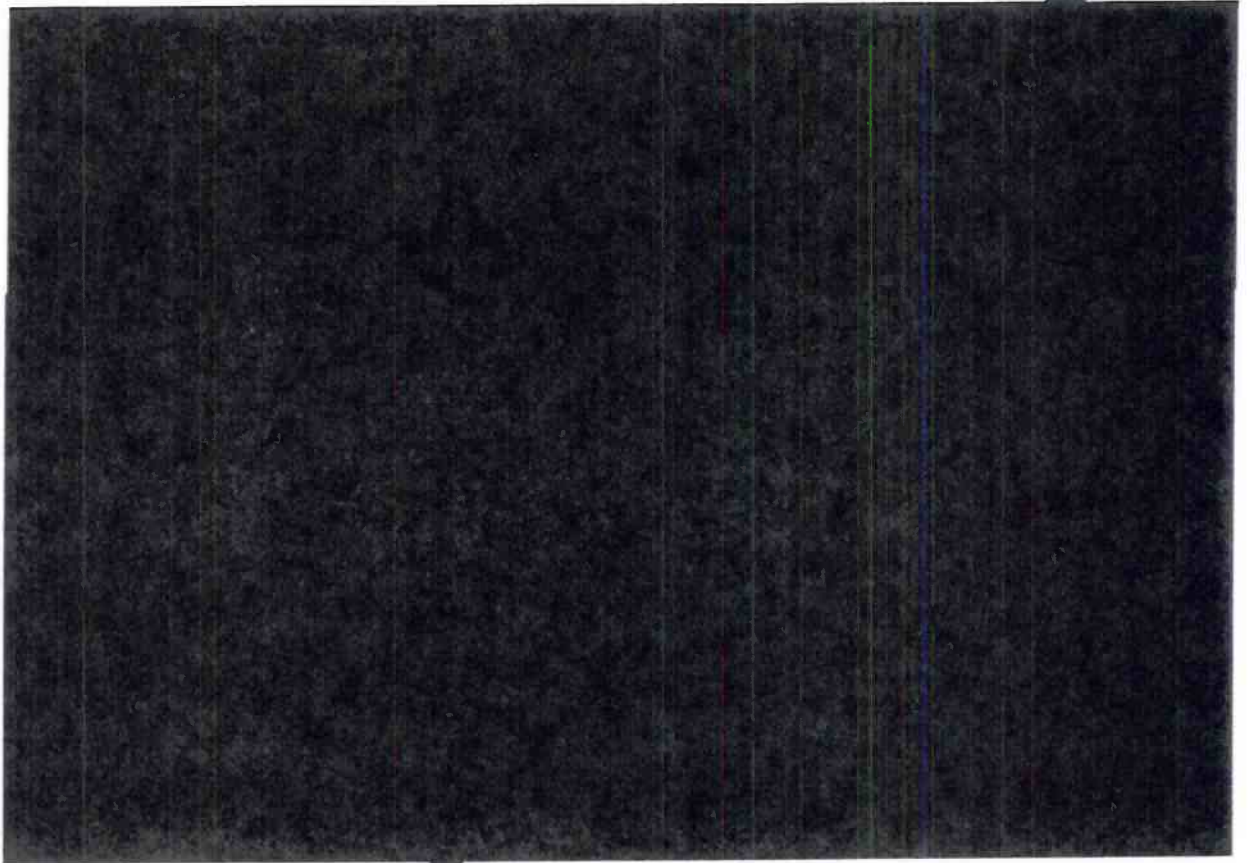


Exhibit G
NDA



MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is dated as of 11/26, 2015 between American Well Corporation, a
corporation whose principal address is 75 State Street, 26th Floor, Massachusetts
Conshohocken (Del.), whose principal office is located at
4080 Lemon Street Riverside, CA 92502 549

In connection with a possible business relationship between the party American Well
Corporation intends to disclose certain confidential information to Co. Pina and
ADR intends to disclose certain confidential information American Well Corporation. The
purpose of such disclosure is to enable each party (i) to evaluate the proposed business relationship and
(ii) to conduct any ensuing business arrangement that is actually conducted by the parties without the
need for further agreement governing the treatment of confidential information.

In consideration of each party making such confidential information available to the other, both
parties hereby agree as follows:

1. As used in this agreement the term "Confidential Information" means any technical or
business information furnished by one party, or its agents, to the other, or its agents, in connection with
the business relationship, regardless of whether such information is specifically designated as
confidential and regardless of whether such information is in written, oral, electronic, or other form.
Such Confidential Information may include, without limitation, trade secrets, inventions,
technical data or specifications, testing methods, business or financial information, and
development activities, product and marketing plans, and customer and supplier information.

2. Each party (the "Receiving Party") receiving confidential information from the party
disclosing confidential information (the "Disclosing Party") agrees that it shall:

- (a) maintain all Confidential Information in strict confidence, except that the
Receiving Party may disclose or permit the disclosure of any Confidential
Information to its directors, officers, employees, consultants, and advisors who
are obligated under terms at least as protective as set forth in this Agreement to
maintain the confidential nature of such Confidential Information and who need
to know such Confidential Information for the purposes set forth in this
Agreement;
- (b) use all Confidential Information solely for the purposes set forth in this
Agreement, and
- (c) allow its directors, officers, employees, consultants, and advisors to reproduce
the Confidential Information only to the extent necessary to effect the purposes
set forth in this Agreement, with all such reproductions being considered
Confidential Information.

3. The obligations of the Receiving Party under Section 2 above shall not apply to the extent that the Receiving Party can demonstrate that certain Confidential Information:

- (a) was in the public domain prior to the time of its disclosure under this Agreement;
- (b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party;
- (c) was independently developed or discovered by the Receiving Party without use of the Confidential Information; or
- (d) is or was disclosed to the Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party in no fiduciary relationship to the Disclosing Party and having no obligation of confidentiality with respect to such Confidential Information.

4. The obligations of the Receiving Party under Section 2 shall be waived to the extent that Confidential Information is required to be disclosed to comply with applicable laws or regulations, or with a valid court or administrative order, provided that the Disclosing Party receives prior written notice of such disclosure and that the Receiving Party takes all reasonable and lawful actions to obtain Confidential Information for such disclosure and, if possible, to minimize the extent of such disclosure.

5. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) is the owner of the Confidential Information disclosed by the Disclosing Party and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or other right of such right to the Receiving Party is granted or implied under this Agreement. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written instrument.

6. The Receiving Party acknowledges that the Disclosing Party makes no representation and gives no warranty of any kind regarding the Confidential Information disclosed to the Receiving Party and shall have no liability with respect to any such Confidential Information under this Agreement.

7. Upon the termination by either party in writing of (i) the contract or business discussions and, if applicable, (ii) any arrangement between the parties that is conducted for the benefit of a further agreement, the treatment of Confidential Information, the Receiving Party shall return to the Disclosing Party all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party or its agents.

5. After termination pursuant to Section 7

(a) Neither party shall have any obligation with respect to Confidential Information which is disclosed to a Receiving Party for the first time after such termination.

(b) The obligations set forth in Section 2 above shall remain in effect with respect to Confidential Information disclosed pursuant to this Agreement prior to such termination.

(c) The obligations to return Confidential Information set forth in Section 7 shall remain in effect until they have been fully completed.

(d) The provisions set forth in Section 9 shall continue to apply.

9. The Receiving Party agrees that any breach of its obligations under this Agreement will cause irreparable harm to the Disclosing Party; therefore, the Disclosing Party shall have, in addition to any remedies available at law, the right to obtain equitable relief to enforce this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

10. Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture, or other arrangement between the parties except as set forth herein.

11. If a court finds any provisions of this Agreement invalid or unenforceable, the enforceability of the remaining provisions shall be unimpaired provided to the fullest practicable extent the intention of the parties. If any legal action is required to enforce the terms of this Agreement, the prevailing party may recover its reasonable costs and attorneys' fees.

12. This Agreement expresses the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior proposals, agreements, representations, and understandings. The Agreement may not be amended except in a writing signed by both parties.

Acknowledged and Agreed

AMERICAN WELLS CORPORATION

By: [Signature]

Name: Bradford Ga

Title: SVP & General Counsel

Date: 02/10/2016

COUNTY OF RIVERSIDE

By: [Signature]

Name: Lisa Brandt

Title: Purchasing Director

Date: 2/9/16

[Signature] COUNTY COUNSEL 2/10/16