



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 18.1
(ID # 26560)

MEETING DATE:

Tuesday, January 14, 2025

FROM : RUHS-MEDICAL CENTER

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Ratify and approve the Master Services and License Agreement with Vendor Credentialing Service LLC dba Symplr, for the purchase of Contract Monitoring Software and Comply Track Software, without seeking competitive bids, for five (5) years. All Districts. [Total Cost \$855,330; up to \$85,533 in Additional Compensation - 100% Hospital Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Master Licensing Agreement with Vendor Credentialing Service LLC dba Symplr for the Contract Monitoring Software and Comply Track Software, without seeking competitive bids for a total aggregate amount of \$855,330, for five years effective October 1, 2024 through September 30, 2029, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) issue Purchase Orders for any goods and/or services (b) sign amendments including modifications to the statement of work that stay within the intent of the Agreement and (c) sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total cost of the Agreement.


ACTION:Policy

Jennifer Cruikshank
 Jennifer Cruikshank, Chief Executive Officer – Health System 1/7/2025

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
 Nays: None
 Absent: None
 Date: January 14, 2025
 xc: RUHS

Kimberly A. Rector
 Clerk of the Board
 By: 
 Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$203,826	\$162,876	\$855,330	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 24/25-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action seeks ratification and approval for the Master Services and License Agreement with Vendor Credentialing Service LLC dba Symplr for continued use by Riverside University Health System – Medical Center’s (RUHS-MC) Compliance Division of the Comply Track Software, specifically RAM/IAM/DPM applications. This software enables the compliance team to audit and oversee any activity, event, issue, or investigation—all from one central program. The program allows the compliance team to respond to privacy and compliance investigations conducted by auditors and track claims-based audits while storing pertinent documents for required retention periods. RUHS-MC’s Comply Track system was customized for use by RUHS-MC due to the complexity of compliance requirements.

In addition, RUHS-MC is requesting authority to retain the vendor for the purchase of contract monitoring software, which is needed to efficiently manage zero-dollar affiliation agreements, inter-governmental agency agreements, commercial insurance payor agreements, Medi-Cal payor agreements, Medicare payor agreements, clinical trial agreements, and revenue generating agreements. Symplr provides comprehensive Software as a Service (SaaS) based contract management solution that stores and tracks all contracts uploaded into the system, including historical documents, drafts, previously redlined documents, effective dates and department contacts. This software would provide advance warning and/or notice of a contract’s end date, ensuring continuity of service and preventing any gaps in patient care. RUHS-MC financial agreements will continue to be tracked and monitored through County’s existing ERP system.

Symplr has experience working with government-based healthcare organizations. The cloud accessed software platforms conveniently allow licensed users to log into the program through a web-based solution without the need to download individual software programs for each user’s workstation. Symplr allows an unlimited number of licensed users to access the contract management data with the control to delegate administrative duties to individuals that need the flexibility to adjust to the department’s demands. This subscription will allow for the timely

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execution of documents by providing expiration notifications while a central repository ensures contracts are readily accessible. Finally, this software supports automated reports, which will replace antiquated reporting methods.

Impact on Residents and Businesses

These services are a component of RUHS-MC's system of care aimed at improving the health and safety of its patients and the community.

Contract History and Price Reasonableness

On October 6, 2015 (Agenda Item 3.43), the Board of Supervisors approved the Master Agreement with CCH Incorporated, a Wolters Kluwer Company for ComplyTrack suite software for a not to exceed total contract amount of \$310,000 effective through June 30, 2018.

On October 1, 2017, a First Amendment to the Master Agreement with CCH Incorporated, a Wolters Kluwer Company to provide ComplyTrack suite software was executed under the Purchasing Agent's authority to amend the subscription service for Activity and Event Manager (AEM) to Issue and Action Management (IAM) and Incident Reporter (IR) to Incident Management (IM).

On July 17, 2018 (Agenda Item 3.35), the Board of Supervisors approved the Second Amendment to the Master Agreement with CCH Incorporated, a Wolters Kluwer Company to extend the original agreement for an additional five years for a not to exceed to total contract amount of \$422,200. In 2021, Symplr acquired the software and RUHS-MC continued service through Symplr.

This Agreement is to renew the Comply Track software and add an additional software component for Contract Monitoring services. The cost of the software was found to be reasonable and within the range of comparable software services. Further, the vendor's expertise and specialization in hospital operations ensures they are the best option to meet the hospital's needs.

This Agreement requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$50,000 threshold for contracting with a single source vendor for professional services per Purchasing Policy Manual, County Ordinance 459 and California Government Code § 25502.5.

ATTACHMENTS:

Attachment A: Symplr Master Services and License Agreement
Attachment B: SSJ #25-106

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Melissa Curtis 1/6/2025 *Jacqueline Ruiz* 1/7/2025
Melissa Curtis, Deputy Director of Purchasing and Fleet Jacqueline Ruiz, Principal Analyst

Gregg Gu 1/7/2025
Gregg Gu, Chief of Deputy County Counsel

MASTER SERVICES AND LICENSE AGREEMENT
(SaaS)

This Master Services and License Agreement (this “**Agreement**”) is made and entered into as of the date of last signature below (the “**Agreement Effective Date**”) by and between **Vendor Credentialing Service LLC d/b/a symplr**, a Texas limited liability company (“**symplr**”), and **County of Riverside**, a political subdivision of the state of California, on behalf of **Riverside University Health System** (“**Customer**”), (symplr and Customer are referred to herein each as a “**Party**” and collectively as the “**Parties**”). All capitalized terms not defined herein will have the meaning assigned to them in the General Terms (as defined below).

Purpose and Scope: This Agreement establishes the terms and conditions governing the Licensed Materials and Services (as defined in the General Terms and Conditions) owned, licensed, and provided by symplr and to which Customer has been granted access as further set forth in this Agreement. Customer’s use of the Software is subject to the Software license limits (the “**Software License Limits**”) set forth in the applicable Order Form.

This Agreement applies to Order Forms and SOWs in substantially the form set forth in Exhibit B. An Order Form/SOW shall be approved and entered into by the Parties with respect to each proposed sale or license granted hereunder, and a change request shall be approved and entered into by the Parties with respect to an amendment, modification, or supplement to any specific Order Form/SOW. This Agreement supersedes all prior and contemporaneous agreements and understandings with respect to the subject matter hereof, whether oral or in writing.

Consideration: Customer shall pay to symplr the fees, costs, and expenses set forth in any Order Form/SOW or change request, or as otherwise set forth in this Agreement.

This Agreement supersedes and replaces the following:

1. The Master Services and License Agreement by and between Vendor Credentialing Service LLC d/b/a symplr and County of Riverside on behalf of Riverside University Health System dated July 1, 2023 (the “**Original MSLA**”). The Original MSLA was executed by the Parties on or about September 22, 2023. Customer notified symplr on November 9, 2023 that the Customer’s execution of the Original MSLA is invalid due to a mismatch in signed and printed names. The Parties hereby agree that the Original Agreement is null and void and that there has been no performance by either Party under the terms of the Original Agreement.

Prior Agreements: 2. Master Agreement by and between CCH Incorporated and County of Riverside, Riverside County Regional Medical Center dated October 1, 2015, as amended (the “**Original Compliance Agreement**”). The Parties entered into the Original Compliance Agreement for the licensing of the ComplyTrack solutions pursuant to the quantities and software licensing limits set forth on Exhibit B-2 hereto, and the purchase of associated equipment and/or services thereto (collectively “**Existing Products**”). The Parties agree that the Original Compliance Agreement shall be terminated in its entirety upon the Agreement Effective Date, and that the use and license of all Existing Products will be solely controlled by the terms of this Agreement immediately upon the Agreement Effective Date. The Parties agree that the Existing Products are Software and/or Services as those terms are used in this Agreement, provided that the Parties agree that all Existing Products have already been delivered and accepted by Customer and Customer Affiliates and that Customer will pay symplr within thirty (30) days of the Agreement Effective Date any outstanding fees due for such Existing Products under the Original Agreements. Any prepaid, unearned Fees paid under the Original Compliance Agreement shall be applied to the Fees for the Existing Products hereunder for the Term defined herein.

This Agreement consists of the following:

- This Signature Page
- The attached General Terms and Conditions (the “**General Terms**”)
- Exhibit A, the attached Solution Terms (the “**Solution Terms**”)
- Exhibit B-1, symplr Contract Order Form/SOW (attached)
- Exhibit B-2, symplr Compliance Order Form (attached)
- Exhibit C, Support Terms and Conditions
- Exhibit D, Business Associate Agreement

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below to be effective as of the Agreement Effective Date.

<p>VENDOR CREDENTIALING SERVICE LLC d/b/a SYM DocuSigned by: By: <u>Hugo Doetsch</u> Name: <u>HUGO DOETSCH</u> Title: <u>CEO</u> 11/7/2024 7:23 PM CST Address: 315 Capitol Street, Suite 100 Houston, TX 77002</p> <p>Approved by symplr Legal T Prezas for HH 11/7/24</p>	<p>COUNTY OF RIVERSIDE on behalf of RIVERSIDE UNIVERSITY HEALTH SYSTEM By: <u>[Signature]</u> Name: <u>MANUEL PEREZ</u> Chair Title: <u>Board of Supervisors</u> Address: 26520 Cactus Avenue Moreno Valley, CA 92555</p> <p>ATTEST: Kimberly Rector Clerk of the Board</p> <p>By: <u>[Signature]</u> Deputy</p>
	<p><u>APPROVED TO FORM:</u></p> <p><u>County Counsel</u></p> <p>By: <u>Gregg Gu</u> Print Name: Gregg Gu <u>Deputy County Counsel</u> Date: <u>11/15/2024</u></p>

GENERAL TERMS AND CONDITIONS

1. Licensed Materials and Software Terms and Conditions.

1.1 Licensed Materials. symplr hereby grants to Customer a non-exclusive, non-transferable (except as expressly set forth in Section 11.14), non-sublicensable, limited license for the Term to use the Licensed Materials set forth in the initial order and all Additional Orders (collectively, "**Order Form(s)**") or SOWs for Customer's internal business purposes, subject to all applicable Software License Limits and all other limitations in this Agreement. symplr or one of its Affiliates shall provide the Licensed Materials to Customer in the format and in the manner specified in the applicable Order Form or SOW.

Defined terms not defined elsewhere in this Agreement shall have the following meaning: "**Affiliate**" means, with respect to a Party hereto, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party (and, in the case of Customer, is also a healthcare services entity), but only for so long as such control exists; and "**control**" means the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or other ownership interests, by contract or otherwise, provided that control shall be deemed to exist if an entity owns, directly or indirectly, fifty percent (50%) or more of the voting securities or other voting rights in, or ownership interests of, the controlled entity; "**Derivative Works**" means any modifications, adaptations, derivations, revisions, enhancements or improvements to or based on any Product, Service or symplr Materials; "**Documentation**" means the applicable symplr written user instructions provided by symplr with the Products; "**Enhancement(s)**" means changes or additions made by symplr to the Software (exclusive of customizations, new versions and Updates) that add new functionality and/or improve performance; "**Equipment**" means any hardware or other equipment provided by symplr or any of its Affiliates under this Agreement, if applicable; "**Licensed Materials**" means the Software, symplr Materials and Documentation provided to Customer by symplr or any of its Affiliates under this Agreement; "**Products**" means products (including Software and Equipment) provided under this Agreement by symplr or any of its Affiliates; "**Software**" means software-as-a-service web-based or mobile-based software Products provided by symplr or any of its Affiliates under this Agreement; "**Service(s)**" means services provided under this Agreement by symplr or any of its Affiliates; "**Support**" means Software support and maintenance Services provided under this Agreement by symplr or any of its Affiliates, which are subject to the Support Terms and Conditions located in Exhibit C to the Agreement (the "**Support Terms**"); "**symplr Materials**" means the object code version of any Software, any other written or recorded items that symplr or any of its Affiliates makes available to or delivers to Customer or any of its Affiliates or Users in connection with any Service, and all output of any Service (including all tools, know-how, methodologies, processes, technologies, software, documentation, systems, modules, code (both source and object) if any, algorithms, development platforms and other materials created or resulting from any Services); "**System**" means any file system, computer system, database, device, equipment, server, website, application, software, storage media, network, infrastructure, networked environment or domain, including, without limitation, all development, quality assurance, staging, and production environments; "**Updates**" means bug fixes, hot fixes, patches, and maintenance releases to the Software made by symplr that it solely deems necessary to correct a Software error; and "**User**" means any contractor or employee of Customer or any of its Affiliates that accesses or uses any Licensed Materials.

1.2 Use by Affiliates and Contractors. Subject to the terms of this Agreement, Customer's Affiliates may order Licensed Materials for use during the Term for internal business purposes only and as set forth in the Order Form or SOW. Customer and its Affiliates may add contractors as a User so long as such use is: (a) for Customer's or its Affiliates' internal business purposes only as expressly authorized by Customer or its Affiliate; and (b) in accordance with the terms of this Agreement. Contractors may not work for or on behalf of any entities that develop, market or sell software, solutions, equipment or services that compete with the Software, solutions, Equipment, or Services offered by symplr, and Customer shall ensure that, upon conclusion of the engagement of any contractor, all Licensed Materials are promptly returned to Customer or the applicable Affiliate or destroyed (and Customer shall certify in writing the destruction or return of such Licensed Materials). Any act or omission by any Customer Affiliate, contractor or User will be deemed an act or omission by Customer. Customer shall maintain the confidentiality of its Software administrative accounts, any sub-accounts created by Customer for any Customer Affiliate or User, and all associated log-in credentials and passwords and activities that occur under Customer's account and sub-accounts. Customer's account and sub-accounts are for Customer's and its Affiliates' internal business use only. Customer shall use reasonable efforts to prevent unauthorized access to or use of the Licensed Materials by third parties, and Customer may be responsible and liable for actions and activity associated with Customer's account. Customer shall use the Software only on Customer Systems that have appropriate security enabled and in force. Customer shall promptly notify symplr if Customer knows of or suspects any unauthorized access or use, and shall promptly terminate, and assist symplr in terminating, such access or use.

1.3 Restrictions. Except as expressly permitted in this Agreement, Customer shall not, and shall not permit Customer Affiliates, Users, or any third-parties to: (a) transfer or use the Software outside of the United States; (b) lease, rent, loan, license, sublicense, provide service bureau, time sharing, outsourcing, data processing, or other services, or commercialize, or otherwise permit the use of or access to any Licensed Materials, by or for the benefit of any third-parties; (c) assign, sell, pledge, charge, encumber, transfer, or otherwise dispose of any Licensed Materials or the rights granted hereunder to any third-party, whether voluntarily, by operation of law, or otherwise; (d) remove or destroy, or permit others to remove or destroy, any proprietary markings of symplr, its Affiliates, or other parties or legends that may appear on any components of any Licensed Materials; (e) use any Licensed Materials for any unlawful or fraudulent purpose or in any manner that competes with symplr's business or that is outside the scope of this Agreement; (f) copy,

translate, decompile, disassemble, or reverse engineer any Licensed Materials or attempt to obtain the source code of any Licensed Materials; (g) create or use any Derivative Works; (h) use the Licensed Materials for storage or processing of personal information or Protected Health Information (as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended) except to the extent permitted by the Documentation, the Solution Terms, or an Order Form; (i) provide Software passwords or other Software log-in information to any third-party; (j) engage in web scraping or data scraping on or related to any Software, including without limitation, collection of information through any software that simulates human activity or any bot or web crawler; or (k) attempt to gain unauthorized access to the Licensed Materials or symplr's Systems or networks.

1.4 Export Restrictions. Customer acknowledges the Licensed Materials may be subject to United States export control laws. Accordingly, Customer shall not, directly or indirectly, export or permit the use of Licensed Materials: (a) in violation of United States export laws; (b) to or in any country subject to a U.S. trade embargo or sanction (including without limitation Crimea, Cuba, Iran, North Korea, Sudan, or Syria) or to or by any resident or nation of those countries, or to or by any person, organization, or entity on any of the restricted parties' lists maintained by any United States government agency.

1.5 Third-Party Materials. Customer acknowledges that, in certain cases, use of the Products may require the purchase by Customer of equipment, software or materials not provided by symplr ("Third-Party Materials"). In such cases, symplr will provide to Customer a list of such required Third-Party Materials in advance in the SOW. Except where Third-Party Materials are provided by symplr to enable the access and use of Software through symplr's hosting services, Customer is responsible for obtaining any such Third-Party Materials and symplr has no responsibility, liability or obligation with respect to such Third-Party Materials.

1.6 Installation. Customer is responsible for installation of Licensed Materials and Equipment, except for installation Services expressly set forth in a SOW, if any. symplr shall have no responsibility or liability for any failure of the Licensed Materials or Equipment to the extent resulting from Customer's failure to comply with symplr's written installation instructions (including in the Documentation).

1.7 Software Access and Restrictions, Mobile Compatibility, Enhancements and Updates, Service Level Agreement.

(a) **Software Access and Restrictions.** Customer shall access the Software remotely via the Internet as directed by symplr using a secure connection procured by Customer. Customer shall be responsible for acquiring all computers, Internet access, and software programs necessary to access symplr's hosted environment. Customer's use of the Software shall be limited to the Software License Limits set forth in the applicable Order Form.

(b) **Mobile Compatibility.** Customer must initially be live on a current Software release version that supports the mobile Software and maintain a current Software release version that supports the mobile Software. Customer acknowledges that the mobile Software is only available for use on the most current Apple (iPhone and iPad) mobile device iOS version and the most recent Android mobile device software versions and the immediate two (2) prior major versions. symplr reserves the right to withdraw its support for an Apple iOS version or Android software version should Apple or Android (as applicable) withdraw its support for a version or should such platform provider make changes to its platform software that renders the mobile Software ineffective on such platform or otherwise renders it infeasible or unreasonable in symplr's sole discretion to continue to support the mobile Software on such platform software.

(c) **Enhancements and Updates.** Enhancements and Updates to Software may be made available to Customer in symplr's discretion and at timing to be determined by symplr, and at no charge, provided such modifications do not materially degrade the quality, availability, or functionality of the Software.

(d) **Service Level Agreement.**

(i) **Availability Commitment.** symplr will provide Customer with the ability to remotely access the Software no less than ninety-nine percent (99%) of the time in any calendar month, excluding Excused Unavailability (the "**Availability Commitment**"). "**Excused Unavailability**" means unavailability of the Software (a) during any scheduled or emergency maintenance or (b) attributable to telecommunication company service problems, third-party software defects, Customer, or any force majeure or other events or circumstances beyond the reasonable control of symplr.

(ii) **Scheduled Maintenance.** symplr will use commercially reasonable efforts to perform scheduled maintenance outside of 7:00 a.m. Central Time to 7:00 p.m. Central Time.

(iii) **Service Credits.** If symplr does not meet the Availability Commitment for a calendar month with respect to Software, following Customer's written request made within 30 days after the end of such calendar month, symplr will provide credits to Customer within 30 days of receipt of written request. symplr shall provide to Customer a service credit ("**Service Credit**") equal to three percent (3%) of the total amount of Fees for such Software paid or payable by Customer for such month. Such written request shall be made to the notice address in Section 11.16 (email only will suffice) with details specific to the dates and times of symplr's failure to meet the Availability Commitment. In no event shall Service Credits for any calendar month exceed the Fees for Software paid by Customer for such month. Service Credits shall be applied by symplr only to future invoices and are forfeit upon termination of the Order Form for the associated Software. Only in the event that Service Credits are awarded at the end of the Term, shall symplr be obligated to pay a Service Credit in the form of a refund. Service Credits shall be Customer's sole and exclusive remedy and symplr's sole obligation with respect to symplr's failure to satisfy the Availability Commitment. This Section 1.7(d)(iii) shall survive any

expiration or termination of this Agreement.

(iv) **Customer Data upon Termination.** Upon expiration or termination of the Term of this Agreement, within sixty (60) days following such expiration or termination, symplr will make available to Customer the Customer Data (as defined below) then maintained by the Software.

2. Warranties.

2.1 Mutual Warranties. Each Party represents and warrants to the other Party that: (a) it is duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and has the power and authority to enter into and perform its obligations under this Agreement; (b) the person executing and delivering this Agreement on behalf of such Party is duly authorized to make such execution and delivery; (c) this Agreement constitutes a valid obligation, binding upon and enforceable against such Party in accordance with its terms; and (d) execution and delivery of this Agreement and the performance of such Party's obligations do not breach any contract between such Party and any third-party.

2.2 Service Warranty. Services will be performed in a professional and workmanlike manner and in accordance with generally accepted industry standards. If Customer notifies symplr of a breach of the warranty set forth in the first sentence of this Section 2.2 within ten (10) business days after performance of the applicable Service, symplr will re-perform the Service. Such warranty shall not apply to any claimed nonconformity to the extent caused by: (a) the malfunction or improper use of any hardware or software not provided by symplr; (b) Customer's negligence, fault, or improper use of any Licensed Materials or Equipment; (c) modifications to or changes in any Licensed Materials or Equipment not made by symplr; (d) Customer's failure to be live on the most recent version of the Software which has been made commercially available by symplr, plus the immediately preceding version of the Software ("**Current Release**"); or (e) Customer's breach of this Agreement. The remedies of Customer and the obligations of symplr set forth in this Section are sole and exclusive with respect to any breach of such warranty.

2.2 Product Warranties. Additional warranty terms, if any, may be set forth in the applicable Solution Terms attached hereto as Exhibit A.

2.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS, SERVICES, AND SYMPLR MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, SYMPLR EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SYMPLR DISCLAIMS ANY WARRANTY THAT THE PRODUCTS, SERVICES, OR SYMPLR MATERIALS WILL BE SECURE, ERROR FREE OR THAT ANY ERRORS IN THE PRODUCTS, SERVICES OR SYMPLR MATERIALS WILL BE CORRECTED. SYMPLR MAKES NO WARRANTY AS TO THE RESULTS OR ACCURACY OF INFORMATION OBTAINED THROUGH USE OF THE LICENSED MATERIALS.

3. Customer Data.

3.1 Customer Data. Unless it receives Customer's prior written consent, symplr shall not use Customer Data other than as necessary to: (a) perform its obligations or exercise its rights hereunder; (b) monitor, benchmark, troubleshoot, track feature usage, support, or Process as necessary to operate or improve symplr products and services; or (c) comply with applicable law. symplr shall not grant any third-party access to Customer Data, including, without limitation, symplr's other customers, except: (i) subcontractors, and vendors who Process data on symplr's behalf and are subject to nondisclosure obligations; and (ii) symplr Affiliates who Process data on symplr's behalf and are subject to nondisclosure obligations. Notwithstanding the foregoing, symplr may use Customer Data that has been anonymized, aggregated and/or de-identified for its legitimate business purposes as may be required to perform the Services or deliver the Products, and such data shall not be considered Customer Data or otherwise Confidential Information of Customer. "**Customer Data**" means Customer's data in electronic or other format that is received by symplr from Customer or any third-party acting on behalf of Customer and that is managed, accessed, stored, used, or transmitted by symplr in connection with, or during the provision or performance of, the Products or Services, or that is entered into any of the Products by Customer or any Customer Affiliate or User using any Licensed Materials or Equipment. "**Process**" means any operations performed on data, whether or not by automated means, such as collection, accessing, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

3.2 Software Exposure Risk, Data Deletion and Accuracy; Suspension. Customer acknowledges that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using Software. Except as otherwise required by applicable law, symplr may permanently erase Customer Data if Customer's account is terminated for sixty (60) days or more after symplr has provided the customer a copy of the data. symplr shall either: (a) return Customer Data to Customer in a reasonable format,

or (b) enable Customer to export Customer Data (and any access to Customer Data in Software after termination of this Agreement may be on a read-only basis). symplr will have no responsibility or liability for the accuracy of data uploaded or processed by Customer or any of its Affiliates or Users using Licensed Materials or Equipment, including without limitation Customer Data.

3.3 Data Protection. symplr shall process Customer Data that is included in any of the Products and that identifies, relates to, or is capable of being linked to an individual, including protected health information, if applicable (such Customer Data, "**Personal Data**") in compliance with all laws that apply to symplr pertaining to the privacy, data protection, or security of such Personal Data ("**Data Protection Laws**"). symplr and Customer acknowledge and agree that symplr is processing the Personal Data as a service provider or business associate of Customer, pursuant to Exhibit B, Business Associate Agreement. Customer represents and certifies that it is legally entitled to provide Customer Data (that may include Personal Data) to symplr sufficient to authorize symplr to use and disclose such Customer Data as contemplated by this Agreement. Any such use and disclosure by symplr of such Customer Data will comply with applicable Data Protection Laws and this Agreement.

4. Data Security Terms.

4.1 Data Security Program. symplr shall implement, maintain, and comply with information and network security programs, practices, and procedures for its systems and any Personal Data contained in those systems (collectively, "**Data Security Program**") that are designed to: (a) meet current industry standards; and (b) comply with all applicable Data Protection Laws and this Agreement. symplr shall keep its Data Security Program current and up-to-date to improve the security of the Data Security Program, but in no event render the Data Security Program less comprehensive, secure, or robust than is set forth herein.

4.2 Safeguards. Without limitation to the generality of Section 4.1 and Exhibit D, symplr has adopted and implemented, and will continue to maintain, physical, administrative, and technical safeguards and other security measures designed to: (a) maintain the security and confidentiality of Personal Data and protect it from threats or hazards to its security and integrity, as well as accidental loss, alteration, disclosure and all other unlawful forms of processing while it is in symplr's control; (b) prevent, detect, contain, recover, remediate and respond to any compromise of the security, confidentiality, or integrity of, unauthorized access to, or acquisition of, or unauthorized or unlawful processing of Personal Data in symplr's control ("**Data Breach**"); (c) enforce the use of secure authentication protocols and devices consistent with industry standards on any of symplr's Systems that store Personal Data; (d) enforce secure access control measures consistent with current industry standards for access to logical and physical resources on any of symplr's Systems that store Personal Data; (e) require the use of then-current industry standard encryption for all storage and transmission of Personal Data entered into any of the Products by Customer or any Customer Affiliate or User; and (f) include automated security measures, including, but not limited to, current industry standard perimeter monitoring and protection systems, auditing systems, firewalls, and security software capable of detecting and mitigating threats from viruses, spyware, and other malicious code on any of symplr's Systems that protect, defend, secure, or process Personal Data or access Customer's Systems.

4.3 Breach Obligations. symplr shall notify Customer in writing promptly, but in no event more than five (5) days, after it is notified of or discovers (collectively "**Discovery**") a Data Breach. The notification to Customer shall include, to the extent known by symplr, and shall be supplemented on a periodic, ongoing basis, with: (a) the general circumstances and extent of any unauthorized processing of Personal Data or intrusion into Systems that are used by symplr to protect or process Personal Data; (b) the types and volume of Personal Data that were involved; (c) symplr's plans for corrective actions to respond to the Data Breach; (d) the identities of all individuals whose Personal Data was or may have been affected; (e) steps taken to secure Personal Data and preserve information for any necessary investigation; and (f) any related information reasonably requested by Customer. To the extent there is a conflict between this Agreement and Exhibit D, Exhibit D shall govern.

5. Fees & Payment.

5.1 Fees. Customer shall pay symplr the fees and rates set forth in each Order Form and SOW ("**Fees**") and symplr's actual, reasonable travel and incidental project-related expenses incurred while performing Services. Commencing twelve (12) months after the Agreement Effective Date, recurring Fees may increase on an annual basis in an amount equal to up to three percent (3%). All amounts due under this Agreement shall be paid in United States Dollars.

5.2 Invoicing & Payment. symplr shall invoice Customer for the Fees in accordance with the invoicing schedule or frequency set forth in each Order Form or SOW. Fees shall be paid to symplr within thirty (30) days after Customer's receipt of the applicable invoice. Customer may withhold reasonably disputed amounts, provided that Customer: (a) notifies symplr of the disputed amount and Customer's reasons for disputing such amount prior to the date the applicable invoice is due; (b) pays the undisputed portion of such invoice; and (c) uses reasonable efforts to promptly resolve the dispute. Customer shall pay the amount mutually agreed to be due on any disputed invoice or portion thereof within thirty (30) days after resolution of the dispute. symplr may charge Customer a surcharge for any Customer payments made via credit card.

5.3 Overdue Payments. All amounts payable under this Agreement by Customer shall be paid in full without set-off, deduction or other withholding of any amount.

5.4 Taxes. Fees do not include federal, state or local sales, use, property, excise, services, or other taxes levied in connection with this Agreement or any Products, Services or symplr Materials. Customer shall remit such taxes directly to the applicable taxing authorities. Any amounts paid or payable by symplr in respect of any such taxes or the Fees invoiced in accordance with this Agreement (excluding taxes on symplr's income) shall be included on invoices and paid by Customer to symplr.

5.5 Additional Orders; SOWs. During the Term, Customer and symplr may choose to enter into additional orders and/or purchase orders for Products and Services (each, an "**Additional Order**") and statements of work for Products and Services (each, an "**SOW**"), and each Additional Order and SOW may be fulfilled by symplr or any of its Affiliates. Each Additional Order and SOW shall be governed by this Agreement. Any symplr Affiliate that enters into one or more Additional Orders or SOWs shall, for purposes of such Additional Orders/SOWs and this Agreement, be deemed "symplr" and shall be a Party to this Agreement.

5.6 Termination for Lack of Funding. The Customer obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Customer funding from which payment can be made. No legal liability on the part of the Customer shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Customer shall immediately notify symplr in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

6. Proprietary Rights. Licensed Materials and symplr Materials are and shall remain the exclusive property of symplr. Except for the rights expressly granted to Customer hereunder, symplr hereby retains all right, title and interest in, to, and under the Licensed Materials and symplr Materials. symplr reserves all rights to the Licensed Materials or symplr Materials not specifically granted herein. Customer hereby assigns to symplr all right, title, and interest in and to any Derivative Works created by or on behalf of Customer or any Customer Affiliate or User.

7. Confidentiality.

7.1 Confidential Information. "**Confidential Information**" of a Party means all nonpublic information communicated by or on behalf of a Party to the other Party, whether before or after this Agreement Effective Date, which is marked as "Confidential" or which the receiving Party should reasonably understand to be confidential or proprietary given the nature of the information or the circumstances of its disclosure, including without limitation symplr's SOC 2 or SOC 3 report ("**Third-Party Audit Report**"), the pricing set forth in the Agreement, and the Products, Services, Documentation, and symplr Materials. Notwithstanding the foregoing, Confidential Information shall not include information which is: (a) already known by the receiving Party without an obligation of confidentiality; (b) publicly known or that becomes publicly known other than as a result of a breach by the receiving Party of this Agreement or any other obligation to the disclosing Party; (c) rightfully received from a third-party without an obligation of confidentiality; or (d) independently developed without use of or reference to the disclosing Party's Confidential Information.

7.2 Disclosure and Use. During the term and for five (5) years thereafter, neither Party will disclose the Confidential Information of the other Party to any person, other than the employees and contractors of the receiving Party or the employees of the receiving Party's Affiliates who need to know such information to carry out the purposes of this Agreement; provided that any such employees and contractors shall be obligated to protect such Confidential Information under an agreement containing confidentiality obligations that are at least as restrictive as those contained herein, such contractors may not be employed by or work at or on behalf of any entities that develop, market or sell software, solutions, equipment or services that compete with the software, solutions, equipment or services offered by symplr. Neither Party will use the Confidential Information of the other Party except for purposes of this Agreement. Each Party will be responsible for any prohibited disclosure or use of the other Party's Confidential Information by the receiving Party's employees and contractors. Each Party shall protect the other Party's Confidential Information using not less than the same degree of care with which it treats its own Confidential Information, but at all times shall use at least reasonable care.

7.3 Disclosure Exceptions. A Party may disclose the other Party's Confidential Information to the extent required to comply with a law or court order, *provided that*, if permitted by applicable law, the receiving Party promptly notifies the disclosing Party of the requirement to disclose such information, cooperates with the disclosing Party at disclosing Party's expense in any attempt by the disclosing Party to obtain an injunction preventing such disclosure or assurances that confidential treatment will be afforded any Confidential Information so disclosed, and discloses only that portion of Confidential Information that is necessary to comply with such law or court order.

7.4 Equitable Remedies. Each Party acknowledges that any threatened or actual breach of this Section 6 shall constitute irreparable harm to the disclosing Party for which equitable remedies may be awarded by a court of competent jurisdiction.

8. Indemnification.

General Indemnity. Each Party shall indemnify, defend and hold harmless the other Party, its Affiliates, and the respective officers, directors, employees, agents, contractors and owners of each of the foregoing from and against any and all losses, liabilities, costs, damages and expenses, including attorneys' fees and other costs of legal defense ("**Losses**") arising out of any claim, action or demand by a third-party (each, a "**Claim**") to the extent based on: (a) personal injury, death or property damage to the extent attributable to such Party or any of its Affiliates; (b) negligence or willful misconduct of such Party or any of its Affiliates. In addition, Customer shall indemnify, defend and hold harmless symplr and its Affiliates from and against any Claims to the extent based on: (i) Customer Data or Third-Party Materials, (ii)

violations of the export restrictions set forth in Section 1.4 above; (iii) any Excluded Claim; and (iv) if Customer licenses from symplr its scheduling and time and attendance Software, for violations of federal or state wage and hour laws or failure to satisfy staffing ratios required by applicable law arising out of Customer's, its Affiliates or Users configuration and use of such Software.

8.1 Infringement Indemnity.

(a) symplr shall indemnify, defend, and hold harmless Customer, its Affiliates, and the respective officers, directors, employees, agents, contractors, and owners of each of the foregoing from and against any and all Losses arising out of any Claim to the extent based on infringement or misappropriation of any U.S. patent or any non-patent intellectual property or proprietary right of any third-party by any Products that infringe or misappropriate any U.S. patent or any non-patent intellectual property or proprietary right of any third-party ("**Infringing Materials**") as provided by symplr to Customer. symplr shall have sole control of the defense of each such Claim.

(b) If such a Claim has been made, or in symplr's opinion is likely to be made, Customer agrees to permit symplr, at its option and expense, to: (i) procure for Customer the right to continue using the Infringing Materials; (ii) replace or modify the Infringing Materials so that they become non-infringing; or (iii) terminate Customer's use of the Infringing Materials, in which case Customer will destroy the Infringing Materials and, upon symplr's receipt of written attestation of such destruction, symplr will refund to Customer Fees prepaid for such Infringing Materials that are allocable to the period after such destruction.

(c) Notwithstanding the foregoing, symplr has no liability for any such Claim to the extent arising from any Excluded Claim. "**Excluded Claim**" means any Claim to the extent arising from: (i) the combination or use of any Products with any materials not supplied by symplr; (ii) the alteration or modification of any Products by any Party other than symplr; (iii) Customer's use of any Products after symplr has informed Customer of modifications or changes in such Products intended or required to avoid a Claim (provided symplr offered such modifications or changes without charges not otherwise required pursuant to this Agreement); (iv) symplr's compliance with Customer's designs, specifications or instructions; or (v) breach of this Agreement, including any use of any Products in a manner not authorized by this Agreement.

(d) THIS SECTION 8.2 SETS FORTH SYMPLR'S ENTIRE OBLIGATION AND LIABILITY, AND CUSTOMER'S SOLE REMEDY, IN CONNECTION WITH ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION BY THE PRODUCTS.

8.2 Prompt Notice. All obligations of each Party to defend or indemnify the other Party under this Agreement are conditioned upon the Party seeking defense or indemnification (the "**Indemnified Party**") providing the other Party with: (a) prompt notice of any such claim for indemnification or defense after receiving notice thereof; (b) sole control over the defense and settlement of such claim, provided that any settlement that will require the other Party to assume any liability other than the payment of monies will be subject to the other Party's prior written consent; and (c) reasonable assistance in such defense or settlement (at the indemnifying or defending Party's expense).

9. Waivers; Limitations.

9.1 WAIVER OF DAMAGES. EXCEPT FOR BREACHES OF SECTION 1.3 OR INDEMNIFICATION IN SECTION 8, IN NO EVENT SHALL EITHER PARTY OR ANY AFFILIATE OF EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, RELIANCE, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS, LOST DATA, OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE LIMITATIONS IN THIS SECTION 9.1 SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.2 LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR INDEMNIFICATION OBLIGATION IN SECTION 8, BREACHES OF SECTION 1.3, A PARTY'S OBLIGATIONS UNDER SECTION 7, AND THE PAYMENT OBLIGATIONS OF CUSTOMER, IN NO EVENT SHALL THE AGGREGATED LIABILITY OF EITHER PARTY OR ITS AFFILIATES UNDER THIS AGREEMENT (INCLUDING ALL ORDER FORMS AND SOWS) EXCEED THE FEES PAID BY CUSTOMER TO SYMPLR (EXCLUDING PAYMENTS FOR SERVICES) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. THIS LIMITATION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10. Term, Termination, Suspension, and Transition Services.

10.1 Term. The initial term of this Agreement shall commence upon the Agreement Effective Date and shall continue for three (3) years ("Initial Term"). Upon expiration of the Initial Term, this Agreement will have the option to renew for two successive one (1) year renewal terms (each a "Renewal Term") unless either Party delivers written notice of termination to the other Party at least ninety (90) days prior to the end of the Initial Term or then current Renewal Term. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term".

10.2 Termination for Cause. Either Party may terminate this Agreement or any affected Order Forms or SOWs (or any Products or services provided under any such Order Forms or SOWs) by giving written notice to the other Party (a) in the event the other Party is in material breach of an Order Form or SOW and fails to cure such breach within thirty (30) days of receipt of written notice thereof from the non-breaching Party or (b) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Any symplr Affiliate that has executed a then-active Order Form or SOW may terminate this Agreement by giving written notice to Customer in the event Customer is in material breach of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice thereof from such symplr Affiliate.

10.3 Effect of Termination. Upon termination of this Agreement, any Order Form, SOW, Product or Service, (a) Customer, its Affiliates and all Users shall immediately cease using the relevant Licensed Materials, Products and Services and symplr shall remove Customer's access to the Software, (b) Customer shall promptly destroy all copies of the relevant Licensed Materials and its database and certify to symplr in writing that such destruction has occurred, and (c) Customer shall return, or else destroy and certify to such destruction, all Confidential Information of symplr to symplr (except to the extent Customer needs to retain such Confidential Information for performance of any other Order Form or SOW or to the extent the Confidential Information cannot be returned or destroyed; provided that all retained Confidential Information shall remain subject to Section 7 hereunder) (d) symplr will provide all of the Customer Data in a format reasonably accessible to Customer within sixty (60) days. Termination of any Order Form, SOW, Product or Service shall not entitle Customer to a refund of any Fees, except that in the event Customer terminates such Order Form, SOW, Product or Service or this Agreement under Section 10.2 above for symplr's material breach, symplr shall refund to Customer Fees for the terminated Products and Services that are prepaid, unearned, and allocable to the period after termination. Expiration or termination of this Agreement shall result in automatic termination of all Order Forms and SOWs.

10.4 Surviving Provisions. Sections 1.3, 1.4, 1.5, 1.6, 2.4, 3.1, 3.2, 5, 6, 7, 8, 9, 10.3, 10.4, 10.5, 10.6 and 11 of this Agreement shall survive the expiration or termination of this Agreement.

10.5 Suspension. Without prejudice to any of its other remedies under this Agreement or at law, symplr may suspend provision of Products, Services, Licensed Materials and Customer's or any of its Affiliates' or Users' access to and use of any and all Products, Services, and Licensed Materials in the event of any breach by Customer of Section 1.3, Section 1.4, or Section 5 of this Agreement by providing advance written notice to Customer. Any such suspension shall not be deemed a violation of this Agreement. symplr will restore access as soon as the event giving rise to such suspension has been resolved.

10.6 Transition Services. If the Parties agree in writing that symplr shall provide transition Services ("Transition Services") to Customer after any expiration of this Agreement or any Order Form (including extraction, de-encryption, conversion, provision of Customer records or other information), then notwithstanding the termination of this Agreement or Order Form, the terms and conditions of this Agreement shall remain in effect during the term of such Transition Services.

11. General Provisions.

11.1 Feedback. Customer agrees that any feedback, suggestions, recommendations, and other similar comments pertaining to the Products, Services, or symplr Materials, including feedback provided within any symplr mobile applications or Products provided by Customer or any Customer Affiliate or User ("Feedback") is the property of symplr, and symplr may use Feedback and any know-how, experience, or skills that it generates for any purpose.

11.2 Use of Subcontractors. symplr may use subcontractors to perform its obligations under this Agreement so long as symplr remains responsible for its obligations hereunder, and symplr may use its Affiliates to support symplr's performance and provision of Products and Services.

11.3 Excluded Provider. symplr and its employees and subcontractors and Affiliates performing under this Agreement are not currently excluded from participation in a Federal health care program, as defined in U.S.C. § 1320a-7b(f). If symplr becomes aware that any of its employees are excluded from participation in such a Federal health care program, symplr will replace such employee and inform Customer immediately. Customer shall then have the right to terminate this Agreement upon written notice to symplr.

11.4 Medicare Access Reporting. Until four (4) years after the termination of this Agreement, the Parties will upon request make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their respective duly authorized representatives ("Secretary") this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Services provided hereunder. If symplr engages a subcontractor to perform symplr's

obligations hereunder via a subcontract worth \$10,000 or more over a twelve (12) month period, the subcontract shall contain a clause requiring the subcontractor to make available, upon written request of the Secretary, the subcontract and books, documents, and records necessary to verify the nature and extent of the costs of the Services provided hereunder.

11.5 Insurance. Throughout the Term, symplr shall maintain insurance in accordance with its standard certificate of insurance, which shall be provided to Customer upon request; and Customer shall maintain: (a) commercial general liability insurance and errors and omissions insurance, each with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (b) workers' compensation and employer liability insurance within statutory limits.

11.6 Non-Solicitation. During the Term and for one (1) year thereafter, neither Party shall solicit, offer employment to, employ, engage as an independent contractor, or otherwise obtain the services of any person employed or engaged as a full-time independent contractor then or within the preceding one year by the other Party. It is not a breach of this section, however, for a Party to hire or engage such a person who independently responds to a non-targeted advertisement or otherwise voluntarily applies to work for a Party, provided that such Party did not take any action, directly or indirectly, to intentionally solicit or recruit such person prior to such person answering such advertisement or voluntarily applying.

11.7 Independent Contractor; No Third-Party Beneficiaries. symplr enters into this Agreement as an independent contractor. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries of this Agreement.

11.8 Force Majeure. Excluding Customer's payment obligations hereunder, each Party's failure to perform under this Agreement shall be excused to the extent an act of God, act of government, civil commotion, earthquake, epidemic, pandemic, explosion, fire, flood, labor strike, national emergency, quarantine, riot, terrorist attack, war, strikes, or any other occurrence or emergency beyond the Party's control makes such performance (in whole or in part) impossible, illegal or commercially impracticable. If the period of non-performance continues for more than thirty (30) days, the Party not affected may terminate any or all affected Order Forms or SOWs by giving fifteen (15) days' written notice to the affected Party.

11.9 SaaS Checkpoint. During the Term, symplr shall be permitted to review Customer's use of the Software in order to determine Customer's compliance with the terms and conditions of this Agreement.

11.10 Press Releases and Marketing. *Neither party to this Agreement shall use the name of the other party hereto in connection with any press release, media contact, or in any advertising or promotion of any product or service without the prior written consent of such party.*

11.11 Waiver and Cumulative Remedies. The waiver by either Party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement. The remedies provided herein are in addition to, and not exclusive of, any other remedies a Party may have at law or in equity.

11.12 Severability. In the event one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall to the extent of such illegality or unenforceability be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

11.13 Compliance with Laws; Limitation on Time to Bring Suit. Each Party shall comply with all applicable laws, rules and regulations in its performance under this Agreement.

11.14 Assignment. Customer may not assign this Agreement (including without limitation in connection with a change of control of Customer) in whole or in part without the prior written consent of symplr. symplr may assign this Agreement to any of its Affiliates or in connection with a change of control (whether resulting from merger, consolidation, stock transfer, asset sale or otherwise) without the prior written consent of Customer. Any assignment in contravention of this provision shall be void. This Agreement shall be binding upon the successors and permitted assigns of the Parties.

11.15 Governing Law and Venue. This Agreement shall be governed by the internal laws of the State of California, without regard to conflicts of laws rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of any dispute under this Agreement, the prevailing Party shall be entitled to an award of its reasonable attorney's fees.

11.16 Notices. Notices hereunder must be in writing and given by certified, registered or overnight mail, postage prepaid and return receipt requested, to the receiving Party at the following address (or such other address as a Party may designate to the other Party in a notice given in accordance with this section):

symplr:
315 Capitol Street, Suite 100

County of Riverside on behalf of Riverside University Health System:

Houston, Texas 77002
Attn: Chief Financial Officer
With copy to: legal@symplr.com

26520 Cactus Avenue
Moreno Valley, California 92555
Attn: Chief Information Officer

11.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind, whether oral or written, with respect to the subject matter hereof. Each Party acknowledges it has not relied on any previous or implied representation, warranty, agreement or statement not expressly set out in this Agreement and it will have no right or remedy arising out of any such representation, warranty, agreement or statement. In the event of a conflict with the terms of this Agreement, the following order of precedence shall apply (terms and conditions listed earlier shall control over terms and conditions listed later): (a) any Business Associate Agreement, (b) General Terms; (c) Solution Terms; (d) Order Forms; and (e) SOWs. The terms of this Agreement shall prevail over any terms set forth in any purchase order or other document submitted by Customer. Any Additional Orders shall also be governed by the terms and conditions of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties. This Agreement may be signed in counterparts, each of which shall be considered an original and together shall constitute one agreement. Signed electronic copies of this Agreement shall be legally binding to the same extent as original documents.

11.18 No Legal Advice. Customer acknowledges and agrees that symplr does not render legal advice or offer legal assistance, and no product, service, information or materials provided to Customer or any Customer Affiliate or User hereunder shall be construed or relied upon as the provision of legal advice or assistance.

11.19 Records and Documents. symplr shall make available, upon written request by any duly authorized Federal, State, or Customer agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the symplr's costs related to this Agreement. All such books, documents and records shall be maintained by symplr for at least five years following termination of this Agreement and be available for audit by the Customer. symplr shall provide to the Customer reports and information related to this Agreement as requested by Customer.

In the event the symplr receives payment under this Agreement, which is later disallowed by Customer for nonconformance with the terms of the Agreement, the symplr shall promptly refund the disallowed amount to the Customer on request; or at its option the Customer may offset the amount disallowed from any payment due to the symplr.

11.20 Compliance with Law. Each Party shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement. symplr will comply with all applicable Customer policies and procedures of which it has been notified. In the event that there is a conflict between the various laws or regulations that may apply, each party shall comply with the more restrictive law or regulation.

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

symplr 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).

11.21 Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

EXHIBIT A

**SOLUTION TERMS
SYMPLR CONTRACT TERMS AND CONDITIONS**

1. Services; Rights Granted.

- 1.1** Defined terms not defined herein shall have the meaning set forth in the Agreement and/or any applicable Order Form(s)/SOW.
- 1.2** In addition to the terms of the Agreement, these symplr Contract Terms and Conditions shall govern Customer's access and use of symplr's contract lifecycle management system ("**symplr Contract**"), which provides storage for Customer's active, expired and/or archived contracts ("**Contracts**"), and symplr's best-practice contract workflows, as set forth in the Agreement and an Order Form/SOW.
- 1.3** Customer does not acquire any license to use symplr Contract in excess of the scope and Software License Limit stated in the applicable Order Form(s).
- 1.4** Customer is responsible for providing certain information, resources, and assistance necessary for performance of the Services for Customer, including the information, resources, and assistance set forth in each Order Form/SOW. Customer understands that the failure of Customer to timely comply with these requirements will significantly hinder the provision of Services to Customer. symplr may include Customer in its general listing of clients, reference lists, press releases, success stories, and other marketing materials.

2. symplr Obligations.

- 2.1** Provide the Services in accordance with any applicable Order Form(s)/SOW.
- 2.2** Unless Customer has all necessary equipment and means to scan Contracts into symplr Contract, symplr will provide digital scanning equipment to Customer (the "symplr Contract Scanner"). The symplr Contract Scanner shall be solely for Customer's temporary use at Customer's location, and: (a) it shall be returned to symplr within ten (10) days following the termination of the Agreement for any reason, and if it is not, symplr may invoice Customer for the fair market value of such equipment; (b) the symplr Contract Scanner, and all programs and information pertaining to it, shall remain symplr property; (c) risk of loss and damage is with Customer during its possession of the symplr Contract Scanner; (d) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with symplr's written instructions; and (e) prior to returning it to symplr, Customer will delete all information from it, in compliance with industry standards and instructions provided by symplr.

3. Customer Obligations.

- 3.1** At its sole cost and expense, acquire and install any computer hardware and operating systems necessary to use symplr Contract, as specified in an Order Form, and be responsible for the payment of any fees and/or charges incurred for Customer's access to the internet.
- 3.2** At all times that symplr Contract Scanner provided by symplr is in the possession or control of Customer, including any return shipping, bear all risk of loss of or damage to the symplr Contract Scanner, other than ordinary wear and tear, while in Customer's possession or control. Not later than ten (10) days after the date the Agreement terminates for any reason, Customer shall return the symplr Contract Scanner to symplr at the address first set forth above or such other address as symplr may specify in writing.
- 3.3** Customer shall provide symplr with a separate written document listing all identifying information and all material terms contained in the Contracts to be included in Customer's Contract Database, including Contract types, responsible parties, departments, sites, vendors, and/or other parties, and for each Contract that is a contract, the parties thereto, the effective date and the expiration date, the termination provisions included therein, whether or not any such Contracts have automatic renewal provisions, and the names and titles of the signatories thereto (collectively, the "**Database Organization Terms**"). symplr shall use the Database Organization Terms to organize the Customer's Contract Database.
- 3.4** Customer shall provide symplr with a separate written document listing all names and corresponding security access for all Users.

- 4. Acquired Companies or Facilities.** Prior to adding any acquired company or facility's contracts to Customer's symplr Contract Database, the Parties shall execute a new Order Form/SOW, as applicable, evidencing the increased scope and revised Monthly Service Fee. If the acquired company or facility has an existing agreement with symplr, such existing customer's fee schedule will remain in effect until the end of the then current term at which point such existing customer's agreement will automatically terminate.

5. Customer Feedback; Program Data.

5.1 symplr Contract, and any updates, fixes, or revisions thereto, constitute Licensed Materials. To the extent Customer provides any verbal or written ideas, or feedback to symplr regarding the Licensed Materials (“**Customer Feedback**”), Customer hereby assigns, transfers and conveys to symplr or its designee, all worldwide right, title, and interest in and to any and all Customer Feedback, including, without limitation, any ideas, inventions, discoveries, original works of authorship, findings, conclusions, concepts, and improvements in such Customer Feedback.

5.2 symplr retains all ownership and intellectual property rights to all Program Data other than Customer Data. Customer will ensure that symplr has the right to access and use Program Data to the extent any Program Data exists. For purposes herein, “**Program Data**” means data, analytics, and user statistical information, such as usage, traffic patterns, or user activities, that is collected from or otherwise generated by symplr Contract.

6. **Customer Data License.** Customer hereby grants to symplr a non-exclusive, non-transferable license to use Customer Data in connection with symplr Contract as further described in any applicable Order Form and the Agreement. Customer is solely responsible for ensuring that Customer has the authority to collect, use, or distribute the Customer Data, and for its accuracy and appropriateness and that symplr has the right to access and use the Customer Data in accordance with the Agreement. Subject to applicable laws and regulations, upon termination of this Agreement, Customer Data will be removed from the Software.

7. **Additional Warranty Disclaimers.** In addition to the warranties and disclaimers set forth in the Agreement, symplr shall not be responsible for: (i) any third-party software or services used by Customer in connection with symplr Contract; (ii) any modification or improvement by Customer to any application protocol interfaces to symplr Contract; or (iii) Customer’s failure to appropriately use symplr Contract. symplr does not represent or warrant that access to symplr Contract will be uninterrupted or error-free or that the Services are free of viruses or other harmful components, nor does symplr make any representations or warranties about the accuracy, reliability, currency, quality, performance, or suitability of symplr Contract. symplr Contract is provided via the Internet and Customer acknowledges and agrees that it may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications, and that symplr is not responsible for any delays, delivery failures, or other damage resulting from such problems.

SYMPLR CONTRACT TECHNOLOGY OVERVIEW AND SYSTEM REQUIREMENTS

Overview

The symplr Contract system utilizes industry-standard technologies to provide a highly secured environment for critical, confidential data. By default, the system enforces a strict encryption-in-transit/encryption-at-rest policy. All data is fully encrypted, end-to-end, exposed only at user-facing endpoints (the web browser, email Customer, etc.). The system uses a strict permission system which applies to all users of the application (whether Customer accounts or symplr Contract accounts) and the system administrator (Customer account) can control what level of access each individual user has to various parts of the data.

User Accounts/Password Management

For user accounts managed by TractManager, the following password policy will be enforced:

- Passwords must contain at least 1 uppercase character, 1 lowercase character, and at least 1 digit
- Passwords must be at least 8 characters long
- Passwords will expire after 90 days and then must be changed
- New passwords are checked against a history of size 10

Brute force prevention mechanisms are in place. These mechanisms include:

- Automatic lockout after 5 failures with a 10 minute wait
- A quick login check of 1000ms with a minimum 1 minute wait

Passwords will never be discoverable or recoverable. Passwords use strong one-way hashing (PBKDF2 with 20,000 iterations) for password storage and comparison. Password replacement will be via standard two-phase identity verification, using an email address to confirm identity before allowing for password reset.

Customers may opt to manage user authentication with their own internal systems and integrate with symplr Contract using standard Single Sign On protocols. symplr Contract supports external Identity Providers (IdP) via SAML v2.0 and Open ID Connect 1.0 / OAuth2.

Confidential Data Handling

All users within symplr Contract are assigned one or more roles to play within the application. Users are assigned to participate in various activities throughout the system; if a user has not been explicitly granted permission to view a workflow, contract, or other piece of data, that user will not be able to access it (directly or through directories/searches). In addition, certain kinds of data (comments, attachments, notifications) can be marked as "Confidential" which further reduces the number of users allowed to see or interact with that data.

All data retrieval within the system uses the role-based permissions to filter out any data from any search that the current user is not permitted to access.

Encryption in Transit

The system enforces a global requirement for strong transport encryption using HTTPS for all traffic, both direct user access to web pages through a browser, and any programmatic access via APIs. All non-HTTPS traffic will be redirected to equivalent HTTPS endpoints; if that redirection is impossible, the non-encrypted traffic will be denied.

NIST guidelines mandate at least TLS 1.2 as the transit cipher but recommend moving to TLS 1.3 as soon as feasible. The symplr Contract deployment environment is Amazon Web Services, which supports TLS 1.2 as a default option for all of their endpoints. As soon as TLS 1.3 is enabled as a standard across AWS' offerings, it will be adopted. For now, the application will be fully NIST compliant via reliance on TLS 1.2.

Encryption at Rest

All symplr Contract services reside on highly secured instances within a Virtual Private Cloud. Access to all instances hosting the services is strictly locked down to named personnel within the symplr support and administration staff. Data is stored in a variety of locations, all of which will be encrypted at rest:

- **DynamoDB:** the underlying storage engine for the database, DynamoDB offers strong encryption of the underlying storage tables.
- **AWS S3:** documents are stored in blob storage on Amazons S3 service, where we utilize server-side encryption on the stored files.

Key Management

In order to allow the servers to decrypt data from DynamoDB and S3, the servers will have to have access to the keystore where the decryption keys are kept. Access to the servers that contain the keystore will be strictly limited to named personnel on the symplr support and operations team.

symplr Contract System Requirements

The following are the **minimum supported technologies** required for full support of symplr Contract features. In order to ensure the best user experience and fully supported functionality, these are the minimum versions of software that will support system usage.

Microsoft Office

- Office 365 (strongly recommended)
- Office 2010 and above

Browsers

- Internet Explorer 11
- Edge
- Safari v11.1
- Chrome v67.0.X
- Firefox v61.0.X

Operating Systems

- Windows 7 and above
- Mac OSX 10.12 (Sierra) and above

Screen Resolutions

- 1024 x 768 and above

Whitelist

- *.tractmanager.com
- auth.tractmanager.com
- *.tractsoft.io
- alb.prod.tractsoft.io
- editor.prod.tractsoft.io
- *.pendo.io (specific Pendo URLs below)
- cdn.pendo.io
- data.pendo.io

EXHIBIT B

ORDER FORM/SOW

(attached)



ORDER FORM

Customer:

County of Riverside on behalf of
 Riverside University Health System
 26520 Cactus Ave
 Moreno Valley, CA 92555-3927
 Laura Myers
 +1.951.486.4000
 l.myers@ruhealth.org

Prepared By:

Vendor Credentialing Service LLC
 d/b/a symplr
 315 Capitol Street, Ste. 100
 Houston, TX 77002
 Meredith O'Neill
 moneill@symplr.com

Order Details:

OpplID: OP-130533
Quote #: Q-94661-1
Expires On: 11/15/24
Tax Exemption #:

SaaS Subscriptions	Billing Frequency	QTY	Total Annual Subscription Fees
symplr Contract - 1700 Contracts	Monthly (at a rate of \$5,698/mo.)	1	\$68,376.00
Total:			\$68,376.00

Service	Quantity	Billed as	Services Total
Hourly Services	210.00	T&M with 50% Billed Upfront	\$40,950.00
Total:			\$40,950.00

TERMS AND CONDITIONS

This Order Form, effective as of the date of last signature hereto ("**Order Form Effective Date**") is governed by the prevailing Agreement between symplr and Customer. Capitalized terms used in this Order Form and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

SOFTWARE DELIVERY

symplr, or its agent, will deliver non-customized On-Premise Software and/or SaaS electronically following the Order Form Effective Date either (i) via secure file transfer, (ii) by providing access codes, or (iii) by creating Customer's initial global admin user account, that allows Customer to access or download the Software or SaaS ("**Delivery**").

SOFTWARE LICENSE LIMIT

The Licensed Software and/or SaaS is licensed by either: (a) "**Licensed Facilities**" which means those facilities specifically identified in an Order Form and whose Users are licensed to use the SaaS; (b) "**Contracts**" which means the number of Active, Expired, and/ or Archived Contracts stored in the Software; (c) "**Vendor Evaluation Forms**" which means the unique evaluation forms being tracked for the contract that require evaluation; or (d) "**Provider(s)**" which means an individual health professional licensed by the state in which the provider practices to provide health care diagnosis and treatment services, including medication, surgery, and medical devices, and who is employed or contracted by Customer or any of its Affiliates.

SERVICE SUBSCRIPTIONS BILLING TERMS

Customer shall be billed for the initial period of the Service subscriptions upon the Order Form Effective Date. The Service subscriptions shall be billed in advance, pursuant to the billing frequency stated in the applicable Order Form and thereafter at least thirty (30) days in advance of the renewal date

SOFTWARE/SERVICE SUBSCRIPTIONS

The term of recurring Licensed Software, SaaS, Remote Hosting, Managed Services, and Services subscriptions and Software Support and Maintenance and Equipment Maintenance will be coterminous with the Agreement Term. Fees for incremental Licensed Software, SaaS, Remote Hosting, Managed Services and Services subscriptions and Software Support and Maintenance and Equipment Maintenance purchased under Additional Order Forms will be prorated based on the remaining portion of the Agreement Term.

SOFTWARE BILLING TERMS

Customer shall be billed for the Licensed Software and/or the initial period of the SaaS Software subscriptions the first day of the calendar month following one hundred and twenty (120) days following the Order Form Effective Date. The SaaS Software subscriptions shall be billed in advance, pursuant to the billing frequency stated in the applicable Order Form and thereafter at least thirty (30) days in advance of the renewal date.

SERVICES BILLING TERMS

All Services fees are exclusive of travel and incidental project-related expenses. Customer shall be billed for hourly based Services, as performed and incurred and travel expenses, only as agreed in advance in writing and non-hourly based Services as follows: Fifty percent (50%) of the Services fees upon the Order Form Effective Date and the remaining fifty (50%) of the Services fees on the earlier of the following: (a) Customer's initial access to its symplr Contract database; or (b) six (6) months following the Order Form Effective Date.

Handwritten or electronic modifications on this Order Form (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.


EACH PARTY HERETO UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY THIS ORDER FORM AND THE AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representative as of the Order Form Effective Date.

County of Riverside, on behalf of Riverside University Health System

Vendor Credentialing Service LLC d/b/a symplr

Signature: 
Name (Printed): V. MANUEL PEREZ
Title: CHAIR, BOARD OF SUPERVISORS
Date: 1/14/2025

DocuSigned by:

Name (Printed): Hugo Doetsch
Title: CFO
Date: 11/7/2024 | 7:23 PM CST

PO Required?

PO Number:

1/14/2025
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

Approved by symplr
Legal T Prezas for HH
11/7/24

Opportunity ID: **OP-130533** Quote #: **Q-94661-1**

MANUEL PEREZ
ATTEST
KIMBERLY A. RECTOR, Clerk
BY: _____
DEPUTY



**Statement of Work for symplr
No. Q-94661 , OppID OP-130533**

This Statement of Work No. Q-94661 (this "SOW") is governed by the agreement ("**Agreement**") by and between symplr and Customer and is effective on the Order Form Effective Date ("**SOW Effective Date**").

In the event of any conflict between the terms of the Agreement and this SOW, this SOW will govern, but only with respect to the subject matter of this SOW and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meaning assigned to them in the Agreement.

GENERAL SCOPING TERMS:

Definitions:

Assistance – Customer is completing the task with recommendations and a review by a symplr representative.

Consulting – Leveraging symplr knowledge of Customer business needs and processes in order to provide recommendations for the effective and efficient use of symplr solutions to improve Customer's business process.

symplr Obligations:

General Project Management and Consulting Support Services:

- Provide Customer with timeline for delivery of services
 - o All Service dates are allocated on a first come, first served basis and are subject to change until symplr receives written confirmation from the Customer, along with a purchase order, if needed. Mutual agreement of the timeline constitutes confirmation by Customer
- Project milestone monitoring
- Status updates as appropriate

Configuration/Software Support Services:

- Discovery process to determine the build needs (including review of any discovery surveys and workbooks when appropriate).
- Testing support – This includes assisting Customer with the resolution of issues discovered during the testing process. Customer is responsible for the testing/troubleshooting of the Software.

Training Support Services:

- Implementation/Project Sessions may be offered onsite or remote, according to symplr's established implementation methodology.
 - o Onsite Implementation Session will occur in a centralized location, at one of Customer's facilities.
- Attendance in all symplr hands-on sessions is limited to ten (10) attendees. It is in Customer's best interest to limit attendance to maximize the opportunity for learning to occur. If Customer wishes to have more than ten (10) attendees participate in a session, additional Services may be purchased.

Customer Obligations:

General Project Management Support Services:

- Coordination, scheduling, and monitoring of Customer related tasks to completion in alignment with the mutually agreed upon System Implementation Plan.
- Development and execution of the change management plan.

Configuration/Software Support Services:

- Definition and interpretation of all solution requirements and organizational policies.
- Creation and execution of a test plan (including test case scenarios and integration testing) as needed to complete the Software acceptance process.

Training Services:

- Development of facility specific training guides and manuals if desired.
- Training for all supervisors and employees on all applicable components of Customer's symplr Software.

SCOPING ASSUMPTIONS:

symplr's ability to provide the Services herein for the fees set forth in this SOW is predicated upon the following assumptions:

IMPLEMENTATION SERVICES STATEMENT OF WORK **Net New - Implementation Services (Standard)**

A. Services Description

1. Applications: For each of the following modules, the Company will implement and provide consulting for the standard functionality contained within the symplr Contract platform for one (1) Contracting Team designated by Customer comprised of an Executive Sponsor, Project Manager, and Subject Matter Experts per workflow package. The symplr Contract platform will be delivered in one (1) phase inclusive of all purchased workflow packages.
 - Contract Library
 - Add Docs Workflow
2. Company will assist Customer with the project management activities associated with the services outlined in this Statement of Work ("SOW").
3. Company will conduct up to twenty-four (24) project status meetings (60 minutes each) during the implementation.
4. Company will assist Customer in performing an Electronic File Transfer, Load, and Data Abstraction of 1,700 electronic files. (e.g. Main Agreements, Attachments, BAAs, etc.) Data abstraction will be between 8-13 standard fields.
5. All electronic files submitted to Company should be submitted by a mutually agreeable transfer date as a single (1) batch of files. If additional batches of files are required after the initial transfer date, an adjustment will be made to the fee structure via an amendment.
 - (i) All electronic files should conform to Company specifications and requirements.
 - (ii) If electronic files do not conform to Company specifications, Company reserves the right to reject files and ask for resubmission.
6. Company will assist Customer with the integration of digital signature services within Company's application. (Integrating to Customers pre contract digital signature services)
7. Company will provide self-paced Design Foundations classes through the Company's Learning Management System (LMS) for up to 12 key Customer stakeholders during the early stages of the implementation.
8. Company will provide one (1) Administrator Foundations class (4 hours duration) with the intent of preparing the Customer to manage their own instance of symplr Contracts.
9. Company will provide access to a 1-hour product overview recording, with the intent of introducing key Customer stakeholders to the product early in the implementation. This video is not intended to serve as end user training.
10. Company will provide Customer with up to Twelve (12) TractManager Learning Management System (LMS) licenses for the duration of the terms of this agreement.

B. Customer Obligations

1. Customer will provide required leadership support and overall management responsibility to implement process and procedures to accomplish the organization's objectives.
2. Customer will assign a project sponsor and a dedicated project manager to be responsible for Customer's project resources, assignments, and deliverables who is representative of Customer's stakeholder's strategic objectives.
3. Customer will ensure Customer's technical and functional resources have the necessary process knowledge and are empowered to make decisions.
4. Customer will provide in a timely manner all materials required to complete this SOW.
5. Customer will review any Company provided materials and provide required approval within fifteen (15) business days of receipt to complete tasks within this SOW.
6. Customer will provide safe access, suitable office space, supplies, furniture, high speed connectivity to the internet, and other facilities for Company's personnel while working.
7. Customer is responsible for delivering all defined Contract Data in Company provided format within Readiness Phase.
8. Customer is responsible for planning, executing, and managing all aspects of End-to-End and Final reviews, including, but not limited to preparing and executing test cases and plans, and reviewing test results.
9. Customer is responsible for organizational Change Management, including, but not limited to the development and execution of End-User Training. End-User Training may be purchased separately from Company as needed. This also includes training any external users that gain access and use the Customer symplr system.

C. Assumptions

1. If Company provided materials are not returned within expected timelines, project timeframes may increase beyond initial expectations.
2. Company will deliver this engagement as one (1) collective project.
3. Implementations halted by Customer for greater than thirty (30) consecutive days may initiate an additional engagement and an adjustment to the fee structure may be made via an Amendment.
4. No data conversion or integration is required beyond what is listed in this SOW.
5. If the number of contracts is more than 10% (change to 1% if greater than 50,000 files) higher than estimated, an adjustment will be made to fee structure via an amendment signed by both Parties.
6. Company will have reasonable access to Customer's project team members as needed to perform the service.
7. Customer is willing and able to modify Customer's business practices as necessary to comply with the best practice standard functionality in Company's applications.
8. Sign off on First Access Use (FAU) and the receipt of a Production URL constitutes Go-Live.
9. Upon consent of each participant in each project session, Company may elect to make audio records of Company-led project sessions for its internal business purposes. Each audio recording shall be confidential in nature and shall be bound by confidentiality restrictions in the underlying Agreement.

**IMPLEMENTATION SERVICES STATEMENT OF WORK
symplr Contract - General Workflow Package (Standard)**

A. Services Description Applications:

Company will provide consulting for the standard functionality contained within the quoted symplr Contract Workflow Package(s)

- 1. Notes: Company will provide Customer with symplr best practice materials relevant to the workflow package.
- 2. Customer may add additional workflow packages, additional fees apply.

B. Customer Obligations

- 1. Customer will provide required leadership support and overall management responsibility to implement process and procedures to accomplish the organization's objectives.
- 2. Customer will assign a project sponsor and a dedicated project manager to be responsible for Customer's project resources, assignments, and deliverables who is representative of Customer's stakeholder's strategic objectives.
- 3. Customer will assign an administrator responsible for configuration and ongoing maintenance of the workflow package to meet Customer's stakeholder's strategic objectives.
- 4. Customer will ensure Customer's technical and functional resources have the necessary process knowledge and are empowered to make decisions.
- 5. Customer will provide in a timely manner all materials required to complete this SOW.
- 6. Customer will review any Company provided materials and provide required approval within fifteen (15) business days of receipt to complete tasks within this SOW.
- 7. Customer is responsible for planning, executing, and managing all aspects of End-to-End and Final reviews, including, but not limited to preparing and executing test cases and plans, and reviewing test results.
- 8. Customer is responsible for organizational Change Management, including, but not limited to the development and execution of End-User Training. End-User Training may be purchased separately from Company as needed. This also includes training any external users that gain access and use the Customer symplr system.

C. Assumptions

- 1. If Company provided materials are not returned within expected timelines, project timeframes may increase beyond initial expectations.
- 2. Implementations halted by Customer for greater than thirty (30) consecutive days may initiate an additional engagement and an adjustment to the fee structure may be made via an Amendment.
- 3. Company will have reasonable access to Customer's project team members as needed to perform the service
- 4. Customer is willing and able to modify Customer's business practices as necessary to comply with the best practice standard functionality in Company's applications.
- 5. Sign off on First Access Use (FAU) constitutes Go-Live of Workflow Package.

Should Customer desire to add or continue services outside of the services specified in this SOW, or exceed the estimated time as outlined herein, an additional mutually agreed upon SOW will be entered into by and between Customer and Company.

SOW TERM:


The term of this SOW (the "SOW Term") shall commence on the SOW Effective Date and shall continue until the Services hours are depleted or the Services are completed

ADDITIONAL PROVISIONS:


Customer agrees to reimburse symplr all reasonable costs incurred in connection with the Services. Reimbursable costs include, but are not limited to, all costs associated with travel, subcontractors' fees and delivery expenses that are attributable to the Services provided hereunder ("Reimbursable Costs"). Travel costs shall include, without limitation, air travel, lodging, meals and incidentals, and ground transportation. symplr will provide Customer with written copies of all Reimbursable Costs incurred.

Changes in the scope of Services to be provided under this SOW shall only be made in writing and executed by authorized representatives of both parties (a "Change Request"). symplr shall have no obligation to commence any work in connection with any change until the cost and schedule impact of such Change Request is approved by the parties. Approval of Change Requests shall not be unreasonably withheld or delayed by either party.

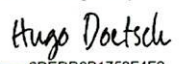
County of Riverside, on behalf of Riverside University Health System

Signature: 
 Name (Printed): V. MANUEL PEREZ
 Title: CHAIR, BOARD OF SUPERVISORS
 Date: 1/14/2025

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
Opportunity ID: OP-130533 Quote #: Q-94661-1
DEPUTY

Vendor Credentialing Service LLC d/b/a symplr

DocuSigned by:
Signature: 
Name (Printed): HUGO DOETSCH
Title: CFO
Date: 11/7/2024 | 7:23 PM CST

Approved by symplr
Legal T Prezas for HH
11/7/24

JAN 14 2025

18.1

DEPUTY
BY
KIMBERLY A. HEO, DR. CHM
ATTEST
M. MANUEL PEREZ



ORDER FORM

Customer:

County of Riverside
 26520 Cactus Ave
 Moreno Valley, CA 92555-3927

Prepared By:

symplr software LLC f/k/a Vendor
 Credentialing Service LLC
 315 Capitol Street, Ste. 100
 Houston, TX 77002
 Meredith O'Neill
 moneill@symplr.com

Order Details:

OpplD: OP-148629
Quote #: Q-121728-1
Expires On: 11/15/2024
Tax Exemption #:

SaaS Subscriptions	Billing Frequency	Quantity	Total Annual Subscription Fees
Compliance Suite - IAM	Annual	1	\$94,500.00
The purchased Compliance Suite package includes the following components: - Issue & Action Management - Compliance - Risk Assessment Manager (RAM) - Compliance - Documents & Policies Manager (DPM) This pricing is based on up to 8,046 FTE.			
Named Analytic User	Annual	1	\$0.00
Total:			\$94,500.00

TERMS AND CONDITIONS

This Order Form, and any SOW attached, is effective as of the date of last signature here to ("**Order Form Effective Date**") is governed by the prevailing Agreement between symplr and Customer. Capitalized terms used in this Order Form and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

SOFTWARE DELIVERY

symplr, or its agent, will deliver non-customized On-Premise Software and/or SaaS electronically following the Order Form Effective Date either (i) via secure file transfer, (ii) by providing access codes, or (iii) by creating Customer's initial global admin user account, that allows Customer to access or download the Software or SaaS ("**Delivery**").

SOFTWARE LICENSE LIMIT.

The SaaS is licensed by either: (a) "**Full-Time Equivalent or FTEs**" which means and will be calculated as follows: the number of compensable hours of service provided to Customer by their respective employees and independent contractors (including individuals performing services on an outsourced managed basis that would customarily be performed by direct employees or independent contractors), in the year period immediately preceding the month in which the measurement is being calculated, divided by 1,950 hours; or (b) for IAM getAPI, number of IAM **templates** to which data from the third-party solution source is mapped. Any change in templates that requires a change in mapping of third-party import data will result in additional cost. Compliance IAM getAPI requires an active IAM subscription. In the event the IAM subscription expires or terminates, access to the Compliance IAM getAPI subscription will terminate.

SOFTWARE/SERVICE SUBSCRIPTIONS

The SaaS Subscriptions, Licensed Software Support & Maintenance, and Service Subscriptions in this Order Form shall be co-terminus with Customer's Agreement Term. Fees for incremental SaaS Subscriptions, Licensed Software Support & Maintenance, and Service Subscriptions purchased under additional Order Forms will be prorated based on the remaining portion of the Agreement Term.

SOFTWARE BILLING TERMS

Customer shall be billed for the Licensed Software, and Licensed Support & Maintenance, and/or the initial period of the SaaS Subscriptions upon the Order Form Effective Date. The SaaS Subscriptions shall be billed in advance, pursuant to the Billing Frequency stated above and thereafter at least thirty (30) days in advance of the renewal date.


NAMED ANALYTIC USER ("NAU")


Customer will be entitled to designate up to the number of NAU licenses indicated above. Only the designated NAU shall have (i) the right to create custom report formats different from standard report formats included in symplr Compliance and (ii) the right to use the interactive dashboard features in symplr Compliance (including creating and consuming dashboards). For each NAU, the access login credentials must be assigned to a single Customer individual registered with symplr Compliance customer service. Customer will ensure that the access login credentials for each NAU are not shared with or used by other individual users. The NAU access login credentials are assignable to another individual at Customer in the event that the registered NAU leaves or changes job functions within Customer. To reassign NAU access login credentials, Customer must register the new individual for the license with symplr Compliance customer service.

Handwritten or electronic modifications on this Order Form (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

EACH PARTY HERETO UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY THIS ORDER FORM AND THE AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representative as of the Order Form Effective Date.

County of Riverside, on behalf of Riverside University Health System
Signature: 
Name (Printed): V. MANUEL PEREZ
Title: CHAIR, BOARD OF SUPERVISORS
Date: 1/14/2025

symplr software LLC for DocuSigned by: tialing Service LLC
Signature: 
Name (Printed): Hugo Doetsch
Title: CFO
Date: 11/7/2024 | 7:23 PM CST

PO Required? _____
PO Number: _____

Approved by symplr
Legal T Prezas for HH
11/7/24

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

EXHIBIT C

SUPPORT TERMS AND CONDITIONS

1. **Definitions.** Terms not defined elsewhere in these Support Terms and Conditions or in the Agreement shall have the following meaning:

“**Computer Hardware**” means the necessary hardware and software to be purchased and installed by Customer as listed in the System Requirements document or similar specifications available from symplr.

“**Customization**” means the technical effort, development and programming required to create rules, parameters, practices, interfaces, and/or file conversions that are developed by symplr at Customer's written request but are not normally part of the Software provided and licensed by symplr to its customers.

“**Live Environment**” means the operational or production environment in which the Software is used by Customer to conduct its business; it excludes copies of the Software used by Customer in testing or training.

“**Network Administration Support**” means support configuration and troubleshooting of computer hardware, hard drives, hubs, switches, NICs, routers, DNS, LDAP, storage and server farms.

2. **Software Support**

2.1 **Software Support.** symplr will provide technical support for Software-related issues that (a) materially and adversely interfere with Customer’s use of the Software and (b) result from a failure of the Software to conform in any material respect to the Documentation. symplr will provide a reasonable amount of Software applications support to Customer personnel that have been trained by symplr to use the Software.

2.2 **Support Period.** Commencing with delivery of the applicable Software to Customer or commencement of the applicable Services, symplr will make available Support and, subject to the General Terms, Updates and Enhancements, in each case for the period for which applicable Fees have been paid. Fees for Support are stated in the applicable Order Form and are non-refundable, except as expressly stated in the General Terms.

2.3 **System Access.** symplr may employ remote support to identify, analyze, diagnose, provide Support, and resolve Software issues, as well as implement licensed On-Premises Software. Customer agrees to provide symplr with secure remote access to Customer’s network environment using a remote access method selected by symplr that meets technical and regulatory requirements in accordance with applicable industry standards, which may include, but is not limited to, Securelink, Bomgar, or other remote access technology. symplr will provide onsite Support on-request by written agreement at its then current Support rates.

2.4 **Hours & Method of Coverage.** symplr will provide Support Monday – Friday from 7 a.m. to 6 p.m. Central Time, excluding symplr holidays (“**Standard Hours**”), and outside Standard Hours at symplr’s then-current Support rates, subject to availability. Application Support is only available during Standard Hours. symplr will provide 24-hour support by telephone for Critical Support requests for the following products: (a) Workforce Management; (b) Payer Solutions; and (c) symplr Care Management, provided that Customer has purchased extended support for symplr Care Management. Customer must report all Critical Support issues, as described below, by telephone.

2.5 **Priority Levels.** symplr will assign a priority level to all Support requests according to the following guidelines:

Priority Levels	
Critical	Customer cannot use the Software in a Live Environment or the SaaS Software is not available; the Software has ceased to function, or there is an outage that affects the ability of all of Customer’s Users to access and/or use the Software.
High	Customer is experiencing an issue that causes a material malfunction to major functionality of the Software.
Medium	Customer is experiencing minor errors in the Software or core Software features are only intermittently available in a Live Environment or within the SaaS Software, but Customer is able to continue using the Software.



Low	Customer is experiencing an issue that does not affect functionality within the Software. Issues that arise which do not meet the Critical, High, or Medium criteria shall be classified as Low.
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2.6 Response Time Goals. Response time measures the amount of time it takes Customer to reach a qualified Support representative during Standard Hours, using web or telephone communication. symplr will use commercially reasonable efforts to respond to Support requests as follows:

Critical	High	Medium	Low
Critical support requests must be reported by telephone. Response will typically be within 60 minutes. symplr will resolve the Critical issues, or provide a workaround, within eight hours of completing its analysis of the issues.	High support requests must be reported by telephone. Response will typically be within four business hours. symplr will resolve or provide a workaround for High issues within five business days of completing its analysis.	Response will typically be within one business day. symplr will usually resolve Medium issues with its next Enhancement release, and may provide a workaround in the interim, after completing its analysis.	Response will typically be within one business day.

2.7 Exclusions.

SaaS Software - symplr does not provide third-party software support or Network Administration Support.

On-Premises Software - symplr shall not be obligated to provide Support for any On-Premises Software beyond the Current Release. “**Current Release**” means the most recent version of the On-Premises Software Enhancement release which has been made commercially available by symplr plus the immediately preceding version of the On-Premises Software Enhancement release. Unless otherwise set forth in the Solution Terms for a particular Product, symplr does not provide third-party software support or Network Administration Support.

3. Customer Obligations.

3.1 Computer Hardware. Customer is responsible for reviewing the hardware sizing assumptions listed in the System Requirements document or similar specifications available from symplr and purchasing and installing the necessary hardware and software for the applicable Software that Customer is licensing or accessing from symplr. Customer will be responsible for reviewing the System Requirements document or similar specifications available from symplr with each Enhancement release and installing any necessary incremental Computer Hardware to comply with symplr’s then-current specifications.

3.2 SaaS. As a condition of symplr’s obligation to provide SaaS Software Support, Customer shall:

- (i) Review technical Documentation and train staff regarding Updates, Enhancements, and service packs in the Live Environment; whenever available, such training shall occur via a test environment;
- (ii) Promptly, but no later than thirty (30) days after symplr makes the SaaS Software available to Customer: (a) install any onsite Computer Hardware required; and (b) test Equipment and any applicable Computer Hardware;
- (iii) Maintain security and appropriate permission levels for its network and software;
- (iv) Run required SaaS Software processes, including for example and without limitation closing pay periods; and
- (v) Provide timely and sufficient information and reasonable cooperation to symplr to enable its analysis of relevant issues.

3.3 On-Premises Software. As a condition of symplr’s obligation to provide On-Premises Software Support, Customer shall:

- (i) Ensure the Current Release of the On-Premises Software is installed and live in Customers Live Environment;
- (ii) During the applicable On-Premises Software test period, install the On-Premises Software and test Equipment, Computer Hardware, and any On-Premises Software Customizations, Updates, Enhancements, and service packs;
- (iii) Regularly make database backups and plan for system disaster recovery;
- (iv) Maintain security and appropriate permission levels for its network and software;

- (v) Maintain third-party software for the On-Premises Software, and upgrade to new versions on request (symplr recommends subscribing to Microsoft's software assurance and other similar programs);
- (vi) Run required On-Premises Software processes, including for example but without limitation closing pay periods;
and
- (vii) Provide timely and sufficient information and reasonable cooperation (including remote access) to symplr to enable its analysis of relevant issues.

EXHIBIT D
Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and symplr

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
- (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- 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 County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

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

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

4. **Obligations of County.**

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

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

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 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 and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. 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 substantially 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, in the time and manner designated by Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Reserved.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor,

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within ten (10) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 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:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. 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;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. 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 substantially the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

- e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** 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 any and all costs associated with 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 to indemnify, defend and hold harmless County under Section 9 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 assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.
9. **Hold Harmless/Indemnification.**
- A. Contractor agrees to indemnify and hold harmless 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 any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature

whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time 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's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
 - C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
 - D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
 - E. 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.
 - F. **LIMITATION OF LIABILITY.** NOTWITHSTANDING THE LIMITS OF LIABILITY SET FORTH IN SECTION 9.2 OF THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AFFILIATES UNDER THIS AGREEMENT FOR ANY BREACH OF THIS ADDENDUM EXCEED THE GREATER OF: (i) TEN TIMES (10X) THE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE (INCLUDING ALL ORDER FORMS AND SOWS); OR (ii) THREE MILLION DOLLARS (\$3,000,000).
10. **Term.** This Addendum shall commence upon the Effective Date and upon termination in accordance with Section 11 or upon termination or expiration of the Underlying Agreement, all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, shall be destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
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 terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, 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 certify 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 for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- 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 Privacy 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 notifications 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 deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager
County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number: (951) 486-6471



Date: Tuesday, December 24, 2024

From: Lekisha Reese, Chief Compliance and Privacy Officer, RUHS-MC and Amparo Quintero, Administrative Services Manager I, RUHS-MC

To: Board of Supervisors

Via: Amanda Gomez, Administrative Services Analyst II, (951) 486-4742

Subject: Request for Contract Monitoring Software and Comply Track Software

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____

1. Requested Supplier Name: Symplr Supplier ID: 0000242577

a. Describe the goods/service being requested:

RUHS-MC Compliance is seeking to contract with Symplr for Comply Track Software, specifically RAM/IAM/DPM applications, to audit and oversee any activity, event, issue, or investigation related to Riverside County compliance, all from one central program. The program allows the team to respond to privacy and compliance investigation auditors and track the type of claims-based audits while storing pertinent documents for required retention periods. RUHS-MC's Comply Track system was customized and built for RUHS-MC and for managing the complexity of compliance requirements.

In addition, RUHS- MC is requesting to retain the vendor for contract management software system to improve and efficiently manage zero-dollar affiliation agreements, inter-governmental agency agreements, commercials insurance payor agreements, Medi-Cal payor agreements, Medicare payor agreements, clinical trial agreements, and revenue agreements.

Symplr provides a comprehensive SaaS based contract management software that stores and tracks all contracts uploaded into the system including historical documents, drafts, previously redlined documents, effective dates and department contacts, relative to the contracts. Symplr would provide advance warning and/ or notice of a contract's effective end date which would be resourceful for RUHS visibility, ensuring continuity of service and preventing gaps in patient care.

- b. Explain the unique features of the goods/services being requested from this supplier:

Symplr offers SaaS based contract, supplier and spend management to make better supply chain decisions, manage vendor relationships and contract obligations, and ensure safe visitor access. Software is a central contract management and analytics, contract compliance monitoring, supply chain/value analytics, evidence-based decision workflows, and vendor credentialing/access management. Contract Management manages all facility and enterprise contracts and contract lifecycle for suppliers, payers, and physicians. While the contract lifecycle management platform helps manage contracts more efficiently, cost-effectively, and to remain compliant for a holistic approach to contract management. In addition, the software includes Global contract repository for contract and document storage serving as the source of truth for the entire organization; automated workflows for end-to-end contract management addressing both organizational and regulatory requirements; custom reporting and analytics for optimized business operations. Capabilities includes: Action-based notifications, contract expiration notifications, custom fields and custom contract display pages, system triggers (i.e. IT approval or BAA requirement) and automated signature distribution. The software tracks contracts and all relevant amendments along with the period of performance, list of products, spends and remaining funds. License users are unlimited with controlled access for each individual, setting specific features based on demands.

- c. What are the operational benefits to your department? Symplr has experience working with government-based healthcare organizations and understands the organization needs. The cloud accessed software allows licensed users to log into the program without the need to download the system. This vendor allows an unlimited number of licensed users to access the contract management data with the controls to delegate administrative duties to individuals that need to adjust according to departments demands. Subscribing to this software is aimed at timely execution of documents with expiration notifications, central repository ensures contracts are readily accessible, and automated reports will replace antiquated reporting methods.

- d. Provide details on any cost benefits/discounts. Preferred pricing has continuously been extended to RUHS through the long-term partnership.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

a. If yes, please explain why you are requesting to utilize an SSJ process? RUHS has utilized the ComplyTrack software since 2008 under a different vendor, prior to its acquisition by Symplr in 2021. The ComplyTrack system was specifically customized to meet the complex compliance requirements of RUHS-MC. Contracting with Symplr, the current provider of the ComplyTrack suite, will ensure service continuity, thereby saving time and costs associated with transitioning to a new system. This aligns with the Board of Supervisors' approval on October 6, 2015 (Agenda Item 3.43), which authorized a Master Agreement with CCH for the ComplyTrack software, with a contract amount of \$310,000, effective through June 30, 2018.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# _____ No

a. What was the total annual and aggregate amount? _____

4. Identify all costs for this requested in the table below:

If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
One-time Costs:	\$40,950					\$40,950
<i>Contract Monitoring</i>						
Annual Costs:	\$68,376	\$68,376	\$68,376	\$68,376	\$68,376	\$341,880
<i>Comply Track Software</i>						
Annual Costs:	\$94,500	\$94,500	\$94,500	\$94,500	\$94,500	\$472,500
Total Costs	\$203,826	\$162,876	\$162,876	\$162,876	\$162,876	\$855,330

Note: Insert additional rows as needed

5. Period of Performance: 5 years

Ratify Start Date (if applicable): October 1, 2024

Initial Term Start Date: October 1, 2024 End Date: October 31, 2025

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): One year with an option to renew four additional one-year periods.

Aggregate Term/End Date: October 31, 2029

6. Projected Board of Supervisor Date (if applicable): 1/14/2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Jennifer Cruikshank  12/26/2024
Print Name Department Head Signature Date
(Executive Level Designee)

PCS Reviewed:

Joel Ruvalcaba  12/24/2024
Print Name Signature Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psources@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 855,330 with up to \$85,533 in contingency requested via F11

Aggregate Amount \$ _____

Melissa Curtis 12/26/2024 25-106

Purchasing Agent Signature

Date

Tracking Number
(Reference on Purchasing Documents)