



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



ITEM: 18.4 (ID # 28200)

MEETING DATE: Tuesday, June 24, 2025

FROM : RUHS-MEDICAL CENTER

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approve the Agreement with Civica North America, Inc. for MultiVue Master Data Management (MDM) for three (3) years through June 24, 2028, with an option to renew for three additional one-year periods through June 24, 2031, All Districts. [Total Cost \$1,829,498; up to \$274,424 in additional compensation] 100% Hospital Enterprise Fund – 40050.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Agreement with Civica North America, Inc. for MultiVue Master Data Management (MDM) for three (3) years through June 24, 2028, with an option to renew for three additional one-year periods through June 24, 2031, for a total aggregate cost of \$1,829,498; and authorize the Chair of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to (a) sign amendments that may include modifications to the scope of services that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of fifteen percent (15%) of the total aggregate approved amount; and,
3. Authorize the Purchasing Agent to issue Purchase Orders to Civica North America, Inc. in the amount not to exceed the maximum compensation set forth for MultiVue Master Data Management (MDM) that is consistent with the Board's approval.

ACTION:Policy

Jennifer Cruikshank, Chief Executive Officer - Health System 6/16/2025

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Medina 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: June 24, 2025
xc: RUHS-MC

Kimberly A. Rector
Clerk of the Board
By: Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year	Total Cost:	Ongoing Cost
COST	\$0	\$313,076	\$1,829,498	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Hospital Enterprise Fund - 40050			Budget Adjustment:	No
			For Fiscal Year: 25/26 – 30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System (RUHS) aims to implement a Master Data Management System (MDMS) to centralize and streamline patient and employee data across our healthcare IT ecosystem. The MDMS will provide a unified platform that ensures data consistency, addressing discrepancies that arise from multiple disconnected sources. This results in more reliable data for patient insights, enhances patient safety, and promotes equity in population management.

By consolidating data into the MDMS, we can eliminate manual workflows, reduce record duplication, and minimize redundant data entry, significantly improving our current data management practices. The MDMS solution also integrates effortlessly with other technologies, enabling secure data sharing across RUHS entities and positioning us for the RivCoOne county data-sharing initiatives. It strengthens data security, ensures compliance with HIPAA regulations, and simplifies the de-identification process. As our organization continues to grow and evolve, this system offers scalability and supports enterprise-wide data analytics, ensuring our infrastructure stays aligned with technological advancements.

Impact on Residents and Businesses

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

Additional Fiscal Information

Description (Y1-Y3)	Year 1	Year 2	Year 3	Total (Y1-Y3)
Annual License	\$135,000	\$135,000	\$135,000	\$405,000
Annual Support*	\$121,500	\$127,575	\$133,953	\$383,028
Implementation	\$50,400	\$50,400	\$50,400	\$151,200
Total Cost for the first three years	\$306,900	\$312,975	\$319,353	\$939,228

*Years 2 and 3 include a 5% increase in the Annual Support cost compared to Year 1.

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

*Monthly payments for the first three years will be evenly divided over 36 months, resulting in 36 payments of \$26,089.69 each.

Description (Y4-Y6)	Year 4	Year 5	Year 6	Total (Y4-Y6)
Annual License	\$141,750	\$148,838	\$156,279	\$446,867
Annual Support	\$140,651	\$147,684	\$155,068	\$443,403
Total Cost for renewal options	\$282,401	\$296,522	\$311,347	\$890,270

Contract History and Price Reasonableness

Purchasing and Fleet Services, on behalf of Riverside University Health System Medical Center (RUHS-MC), are leveraging the State of Utah's RFP# CH24-2 Master Data Plan and Contract# 246255 for a similar scope of services, licenses, maintenance, and support that the RUHS IT department requires. Based on the State of Utah's pricing, which was higher, Purchasing successfully negotiated a fixed three-year price of \$939,228 with Civica, resulting in cost-savings of \$276,698.

ATTACHMENTS:

ATTACHMENT A: Agreement with Civica North America

ATTACHMENT B: Quote 6/9/2025 - Civica

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 6/13/2025

Jacqueline Ruiz
Jacqueline Ruiz, Principal Analyst 6/18/2025

Gregg Gu
Gregg Gu, Chief of Deputy County Counsel 6/16/2025

AGREEMENT

For

MutliVUE Master Data Management (MDM)

between

COUNTY OF RIVERSIDE

and

Civica North America, Inc.



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This Agreement made and entered into, by and between Civica North America, Inc. an Ohio Corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all products and services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective upon last signature of this Agreement by both parties and continues in effect through June 24, 2028 (the "Initial Term") with the option to renew for up to three (3) additional year one-year terms (each a "Renewal Term"), by mutual written amendment, unless terminated earlier. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY agrees to pay the CONTRACTOR for services rendered, products delivered, and expenses incurred in accordance with the terms outlined in Exhibit B, Payment Provisions. The maximum payments from the COUNTY to the CONTRACTOR for the Initial Term will total nine hundred thirty nine thousand two hundred twenty eight dollars and seventy five cents (\$939,228.75), including all expenses. For the optional Renewal Terms, the payment amounts are specified in Exhibit B, Payment Provisions. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically

stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR in line with the payment profile detailed in this Agreement, and COUNTY shall pay the invoice within thirty (30) calendar days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside University Health Systems (RUHS)

Attn: Accounts Payable

AP@ruhealth.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ID#000000000000000000001187); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges. No legal liability on the part of the COUNTY 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, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon written notice terminate this Agreement for CONTRACTOR's material default and does not cure such failure within a thirty (30) day rectification window. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which have been completed to date.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's invoices which were issued and payable at the point of termination.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to materially perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

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

6. Ownership/Use of Contract Materials and Products

6.1 Subject to Exhibit C, the CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

6.2 Any material, reports or products shall not include the underlying software solution provided by the CONTRACTOR to the COUNTY under this Agreement.

7. Conduct of Contractor

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

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals

all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

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

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

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

individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

14. Records and Documents

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

15. Confidentiality

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

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

For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

15.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

16 Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

17. Notices

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

COUNTY OF RIVERSIDE

Riverside University Health Systems (RUHS)
Attn: Procurement Contract Specialist (PCS)
26520 Cactus Avenue
Moreno Valley, CA 92555

CONTRACTOR

Civica North America, Inc.
52 Hillside Court
Englewood, Ohio 45322
Attn: Chris Scarboro, MPH
T: 800.686.9313 x3190
M: 919.780.9907
Chris.Scarboro@civicaus.com

18. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

19. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment

20.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

20.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

20.6 Neither party excludes or limits liability to the other party for:

20.6.1 death or personal injury arising from its negligence; or

20.6.2 willful misconduct and gross negligence; or

20.6.3 fraud or fraudulent misrepresentation; or

20.6.4 to the extent such limitation or exclusion is unlawful.

20.7 Each party's liability to the other in respect of any loss of, or damage to, physical property of the other whether in contract, tort (including negligence) or otherwise arising from, or in connection with, this Contract shall be limited to \$3,000,000 in aggregate.

20.8 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUT SUBJECT TO CLAUSE 12.1 NEITHER CONTRACTOR NOR COUNTY SHALL BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING (WHETHER OR NOT THE PARTY BEING CLAIMED AGAINST WAS ADVISED OF, OR KNEW OF, THE POSSIBILITY OF SUCH LOSSES) WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, TORT, OR OTHERWISE:

20.8.1 LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF REVENUE, LOSS OF CONTRACT, LOSS OF GOODWILL, LOSS OF ANTICIPATED EARNINGS OR SAVINGS (WHETHER ANY OF THE FOREGOING ARE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, OR OTHERWISE); OR

20.8.2 LOSS OF USE OR VALUE OF ANY DATA OR EQUIPMENT INCLUDING SOFTWARE, WASTED MANAGEMENT, OPERATION OR OTHER TIME (WHETHER ANY OF THE FOREGOING ARE, INDIRECT OR CONSEQUENTIAL, OR PUNITIVE, EXEMPLARY, INCIDENTAL, OR OTHERWISE); OR

20.8.3 ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE; OR

20.8.4 THE POOR PERFORMANCE, OR LACK OF CONNECTIVITY, OR LACK OF AVAILABILITY OF THE INTERNET OR TELECOMMUNICATIONS OR HARDWARE;

20.8.5 LOSS OR DAMAGE TO THE OTHER PARTY'S OR ANY THIRD PARTY'S DATA OR RECORDS;

HOWEVER ARISING.

20.9 EXCEPT TO THE EXTENT OF LIABILITY ARISING UNDER CLAUSES 21.6 OR 21.7 AND SUBJECT TO CLAUSE 21.8, CONTRACTORS'S TOTAL AGGREGATE LIABILITY IN OR FOR BREACH OF CONTRACT, NEGLIGENCE (EXCLUDING GROSS NEGLIGENCE) MISREPRESENTATION (EXCLUDING FRAUDULENT MISREPRESENTATION), TORTIOUS CLAIM (INCLUDING BREACH OF STATUTORY DUTY), RESTITUTION RELATING TO OR ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT (INCLUDING PERFORMANCE, NON-PERFORMANCE OR PARTIAL PERFORMANCE), AND INCLUDING LIABILITY EXPRESSLY PROVIDED FOR UNDER THIS CONTRACT SHALL NOT EXCEED \$3,000,000 OF THE CHARGES PAID OR PAYABLE DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

20.10 EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR AS OTHERWISE EXPRESSLY AGREED IN WRITING BETWEEN THE PARTIES, ALL OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES AND OTHER TERMS ARE EXCLUDED (INCLUDING ANY STATUTORY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE AND CONFORMANCE WITH DESCRIPTION) SAVE TO THE EXTENT THAT THE SAME ARE NOT CAPABLE OF EXCLUSION AT LAW.

20.11 THE PARTIES HEREBY AKNOWLDGE THAT THE CHARGES HAVE BEEN SET BY CONTRACTOR ON THE BASIS OF THE EXCLUSIONS AND RESTRICTIONS OF LIABILITY IN THIS CLAUSE 12 AND WOULD BE HIGHER WITHOUT THOSE PROVISIONS.

21. Insurance

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

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Cyber Liability Insurance:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private

until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

22. General

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

22.2 Any waiver by either Party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing either Party from enforcement of the terms of this Agreement.

22.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for material nonconformance with the terms of the Agreement, the COUNTY may

offset the amount disallowed from any payment due to the CONTRACTOR together with a statement addressing such nonconformance.

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

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

22.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

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

22.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

22.12 This Agreement, and/or any subsequent amendment(s), 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 Amendment 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 Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment 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.

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

Signatures on following page

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California


By: 
Manuel Perez, Chair
Board of Supervisors

Dated: JUN 24 2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh Tran
County Counsel

By: 

Esen Sainz
Deputy County Counsel

Civica North America, Inc, an Ohio Corporation

By: 
Name: Mark Burgess
Title: Managing Director

Dated: 06/12/2025

Civica North America, Inc, an Ohio Corporation

M F
By: _____
Name: Martin Franks
Title: Chief Financial Officer

Dated: 06/12/2025

EXIHIBIT A

STATEMENT OF WORK

Deliverables Background

Introduction

Riverside University Hospital System (from now on referenced as RUHS) have engaged with Civica to deliver a Master Data Management system with identity management.

RUHS believe that having a golden record is crucial for their patient data because it provides a comprehensive, accurate, and unified view of a patient's health history and current treatment. These are some of the key reasons why this is important:

- **Improved Patient Care:** By consolidating data from various sources, healthcare providers can access a complete and accurate picture of a patient's medical history, leading to better-informed decisions and more effective treatments.
- **Reduced Errors:** A golden record helps minimize errors that can occur due to incomplete or inconsistent data, ensuring that all healthcare providers have the same information.
- **Enhanced Interoperability:** It facilitates the seamless exchange of information between different healthcare systems and providers, improving coordination and continuity of care.
- **Cost Efficiency:** By reducing duplication of tests and procedures, a golden record can help lower healthcare costs.
- **Addressing Health Disparities:** Comprehensive data can help identify and address health disparities by providing insights into the social determinants of health and other factors affecting patient outcomes.

Overall, a golden record is essential for delivering high-quality, efficient, and equitable healthcare.

This delivery from RUHS will provide an individual record created by the Enterprise Master Patient Index (EMPI) that combines the data submitted by data creators and source systems based on the matching rules, hierarchy definitions, and data standardization defined by the data owner. This will therefore allow RUHS to create some key reports that will be used for their healthcare data.

Overview of Scope

In Scope:

- **Technical Feasibility Review** – Complete a Technical Feasibility Review with RUHS to ensure that all security implications have been reviewed, discussed and documented where necessary, Where documentation is needed, this will need to be signed off by both Civica and RUHS.

- **Project Start-Up** – Project Initiation and Design workshops will be scheduled to complete a high-level overview of the project with all corresponding tasks being discussed. The High-Level (HLD) and Low-Level (LLD) design documents will be provided as outputs for both Civica and RUHS to agree on. These documents will remain Live and be amended throughout the project and eventually be signed off prior to Go-Live.
- **Implementation Project Plan Creation and Sign Off** – The delivery of a shared Project Plan which will be agreed, signed off and baselined so all parties are aware of the scope of the project and delivery tasks needed across Civica and RUHS.
- **Microsoft Azure Virtual Machine (VM) Creation** – The MultiVue implementation requires VM's to be created to run the Production and Non-Production Applications. For the avoidance of doubt, all the VM's and corresponding infrastructure will be provided and managed by RUHS.
- **MongoDB** – The database that will be used for the MultiVue implementation will be MongoDB and will be provided by Civica but supplied to RUHS.
- **MultiVue Environment** – Installation of the Civica MultiVue application (Production and Non-Production). Should RUHS require a third environment for training or testing purposes, Civica can demonstrate how to clone an environment to RUHS, but Civica will not be responsible for maintaining or supporting this, that would be the responsibility of RUHS.
- **Staging Data** – RUHS will provide a Microsoft SQL Server instance within the Microsoft Azure Environment for the staging of all the RUHS data prior to ingestion into MultiVue.
- **Analyzing Data** – Once the RUHS data is in the staging database, then Civica will complete data analysis on the Microsoft SQL Server instance, to stage the data, complete the initial quality assessment and then load the three (3) data sources with one (1) person domain into MultiVue. The sources that will be supplied by RUHS and ingested into MultiVue are the following:
 - **EPIC** – 1 million records
 - **IEHP** – 150,000 MRN every month
 - **MOLINA** – 10,000 MRN every month
- **Domain Model** – Civica to create a standard Domain Model based on the data from all data sources named above with the following configuration being:
 - Data Model
 - Data Maps
 - Match Rules
- **Match Presentation** – Civica to deliver a Match presentation to RUHS to provide knowledge of data cleansing, suggested data firewall rules, updates to match rules and thresholds.
- **Loading One Way Integrations** – Civica will create integrations from the SQL Azure staging area to MultiVue to load future source data into MultiVue (incremental or full load files).
- **Single Sign On (SSO) User Access to MultiVue** – MultiVue will be accessible to all relevant users via the integration with RUHS's SSO (SAML/OIDC) if required.
- **Technical Training** – One Technical training course for up to six (6) delegates from RUHS.

- **Data Steward Training** – One Data Steward training course for up to eight (8) delegates from RUHS.
- **Self Sufficiency Training** – Deliver Knowledge Transfer to RUHS to expand the knowledge of the MultiVue platform beyond the training for allocated resources.
- **UAT** – RUHS will complete User Acceptance Testing (UAT) where Civica will provide UAT support during this period of testing.
- **Go-Live** – Go-Live and Post Go-Live consultancy support.
- **Final Documentation** – Updated documentation including LLD.

Out of Scope of this SoW:

The following functions are mutually agreed to be out of scope for the deliverables of this SoW exercise:

- **Data Sources** – Any additional data sources over the agreed three (3) data sources.
- **Domains** – Any additional domains, data models or indexes over the agreed one (1) person domain.
- **Data Feeds Back to Source Systems** – The creation of any automated data feeds from MultiVue back to the source systems.
- **User Acceptance Testing (UAT) Plans** – Creation of UAT Test Plans and undertaking of UAT.
- **Specific Items** – Any additional items not specifically documented within this SoW.

Source Data Format

For Civica to ingest the data into MultiVue, the three (3) data sources provided by RUHS will need to be provided in a certain format. For clarity, each data set will be provided in the following formats:

- **EPIC** – SQL database or export any format.
- **IEHP** – CSV file Monthly (SFTP)
- **MOLINA** – CSV file Monthly (SFTP)

SoW Element	Senior Consultants	Project Management
Project Initiation and Design	10	2
Data Load and Analysis of three (3)x data sources	8	1
Data Matching of three (3) data sources	8	1
Relationship Discovery	8	1
Integrations Build of three (3) sources	16	1
Project Documentation	3	3
UAT Support	8	1
Training	3	1
Knowledge Transfer	3	1
Go-live Support	3	2
Total Days Per Resource	70	14
Overall Total Days	84	

For the avoidance of doubt, the days referenced above are the total number of days estimated to complete the SoW and not consecutive working days.

EXHIBIT C

CIVICA SOFTWARE TERMS AND CONDITIONS

1. Definitions

1.1 The following definitions apply to this Contract:

Annual Fees means the recurring fees payable by Customer in order to use the Services as set out in the Order Form.

Authorized Third Party/ies means any of the Customer's subcontractors, agents or other third parties who are approved by Civica in writing and authorized by Customer to access the Services in accordance with clause 3.5.

Authorized User means each individual person (end user) allowed to access the Software under this Contract, subject to the authorized numbers shown in the Order Form.

Charges means any or all charges payable under this Contract including the one-off charges, Annual Fees and ad-hoc fees by Customer to Civica as detailed in the Order Form.

Civica means Civica North America, Inc., an Ohio corporation, with offices located at 52 Hillside Ct., Englewood, Ohio 45322.

Confidential Information means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party including but not limited to all designs, design studies, surveys, project plans, implementation plans, software, customized specifications, system configurations, user guidance, training handout, proprietary data whose disclosure to third parties may be damaging and other similar information, and any Software or materials which have been, or will be supplied to Customer by Civica in connection with this Contract.

Contract means these Civica Software Terms and Conditions and the Order Form and any Special Terms, which together make the agreement between Customer and Civica once the Order Form has been signed.

Customer means the entity shown on the Order Form.

Data Protection Legislation means all applicable legislation relating to privacy or data protection in force from time to time, including any statute or statutory provision which amends, extends, implements or, consolidates or replaces the same, in each case to the extent applicable to the respective party in its role of processing of personal data under the Contract, including in each case to the extent applicable and without limitation, the California Consumer Privacy Act, as amended and the regulations adopted by the California Attorney General and California Privacy Protection Agency, pursuant thereto (collectively, the "CCPA").

Documentation means the standard user guides and manuals made available to the Customer by Civica, as updated from time to time.

Intellectual Property Rights/IPR means all intellectual and industrial property rights including copyright, license, patents, know-how, software, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process, and/or all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Maintenance Release shall mean a new release of the Software that is substantially the same as the current Software, which is issued in order to remove known errors or otherwise improve or enhance the Software but does not constitute a New Version.

New Version shall mean a release of the Software that incorporates significant new or additional functionality and features which is not a Maintenance Release.

Open-Source Software means software that is supplied on an “as is” basis and is supplied to Customer with all of the rights granted under the applicable license.

Order/Order Form means Civica’s completed order form. **Product(s)** means any products including but not limited to consumables, hardware or third-party software provided by Civica as detailed in the Order Form.

Services mean the implementation services, the hosted online solution, Software, Documentation (as updated by Civica from time

to time), Support Services and any other services detailed in the Order Form provided by Civica under this Contract.

Software means the software, which may include Open-Source Software that is licensed to, or made available to Customer under this Contract, as listed in the Order Form, together with any updates or Maintenance Releases but excludes New Versions.

Special Terms means any special, additional or varied terms and conditions including third party terms and conditions that are set out in the Order Form and form part of this Contract or that have previously been agreed in writing between Customer and a third-party Product owner.

Start Date means the date shown in the Order Form.

Support Services means the maintenance and support services for the Software as described in the Order Form.

Working Day means 0800 – 1700 hours on a Monday to Friday EST.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.5 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.6 In the event of, and to the extent of, any conflict or inconsistency between any Special Terms and these terms and conditions the Special Terms shall prevail.

2. Contract Term

2.1 This Contract will be in force for the duration of the underlying Agreement to which this contract is marked as Exhibit C thereto.

2.2 In consideration of the Customer paying the Charges, Civica agrees to provide the Services including the Documentation in accordance with the terms and conditions of this Contract.

3. Software

3.1 For the term of this Contract, Civica grants to Customer a personal, non-transferable and non-exclusive, non-sublicensable right to use the Services for Customer’s own internal business purposes only.

3.2 Customer may make such copies of the Documentation as are reasonably necessary for its use of the Services and shall reproduce all copyright and other notices in and on the Documentation. All such copies shall form part of the Documentation and shall be subject to the terms and conditions of this Contract.

3.3 Customer agrees that:

3.3.1 except to the extent permitted by law, Customer shall not, nor permit any third party to, adapt, or

(including the number of Authorized Users) when such license or usage limitations are exceeded.

4.2 Customer warrants that it shall in no way knowingly allow unauthorized use of the Software by the Customer, Authorized Users or any third party whether through breach of this Contract or any other negligent or wrongful act.

4.3 Customer shall allow Civica reasonable access, as required, to provide the Services and/or undertake an audit of Customer's use of the Software.

4.4 Customer represents and warrants that it possesses the full power and authority to enter into and perform its obligations under this Contract.

5. Services

5.1 Civica shall provide the Services using reasonable care and skill.

5.2 Support Services will be provided by Civica subject to Customer paying the Annual Fees until this Contract is properly terminated.

5.3 The implementation, consultancy and Support Services will be provided by Civica on Working Days, either at Civica sites or at the Customer's sites.

5.4 Customer will provide and/or make available to Civica, promptly on request, such information and documents as Civica reasonably requires for the provision of the Services.

5.5 Key dates and milestones shall be agreed at a project kick off meeting and detailed in a project plan. On agreement the project plan shall form part of this Contract.

5.6 If the dates scheduled for delivery of the Services in the project plan are deferred or cancelled by Customer, Civica may revise any scheduled date for completion of any part of the Services and/or by giving seven days written notice, suspend the Services.

5.7 Civica shall not be liable for any failure to provide or delay in providing the Services, arising out of or in connection with any:

5.7.1 act or omission of Customer or its employees, agents or subcontractors which affects Civica's ability to provide the Services;

5.7.2 inaccurate or incomplete data, information or documentation provided by Customer;

5.7.3 failure by any third party to fulfil its obligations to Customer; and

5.7.4 use by Customer of non-manufacturer recommended media and supplies, or any neglect or improper use, or electrical disturbances, or any unauthorized use, of the Products, Software and Services or modification by persons other than Civica employees.

5.8 Acceptance of the Services will be on the earlier of:

5.8.1 when the Services (including the Software) is ready for use by the Customer; or

5.8.2 use by Customer of the Services or any part thereof.

5.9 If the Customer or any of its Authorized Users requests the same or substantially the same advice or assistance on more than one occasion; or makes requests which may reasonably be considered excessive or an abuse of the Support Service, or requests advice or assistance for matters which a reasonable trained user ought to be able answer or solve for themselves, then Civica may do all or any of the following at its sole discretion:

5.9.1 require the Customer to take reasonable action with respect to the particular Authorized User(s) concerned;

5.9.2 refuse to answer any further such requests for advice or assistance; or

5.9.3 require the Customer to provide further training to its Authorized Users, and the Customer shall pay an additional charge for any such training provided by Civica.

5.10 Civica may use data collection technology to collect technical information to improve the Software, to provide associated services, to adapt them to user preferences, and to prevent the unlicensed or illegal use of the Software. Customer agrees Civica may use such information provided it is in a form that does not personally identify any person.

5.11 This Contract also acts as an umbrella agreement, which sets out the general terms for the supply of additional related software and services by Civica to the Customer, when so requested from time to time. Such additional software and services and any particular special terms and conditions applicable to the supply thereof shall be set

out in a work order. If Civica provides any additional software or services Customer shall be charged separately for the provision of these at Civica's then prevailing rates for such software or services or as agreed under the work order.

6. Warranties

6.1 In the event of a breach of clause 5.1 and provided such breach is reported to Civica within a reasonable time (given the nature of the Service) after completion of the affected Service, Civica shall re-perform the Service without additional charge to Customer within a reasonable period of time.

6.2 Civica warrants that it shall use its commercially reasonable efforts to ensure that no viruses are coded or introduced into the systems used to provide the Services.

6.3 Customer acknowledges that:

6.3.1 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of this Contract;

6.3.2 the Software is not bespoke and has not been prepared to meet Customer's individual requirements and that it is therefore the responsibility of Customer to ensure that the facilities and functions in the Software meet its requirements; and

6.3.3 Civica will not be liable in any way for any inadequacies in the accuracy, quality of, or infringements of third-party copyright caused by the materials that the Customer creates or distributes using the Services.

6.4 Civica does not warrant that the Services will be entirely error free nor that the Customer's use of the Software will be uninterrupted.

6.5 Civica will not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Customer acknowledges that the Software and Documentation may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

6.6 Civica warrants that it has and will maintain all necessary licenses, consents, permissions and rights necessary for the performance of its obligations under this Contract.

6.6 The express terms of this clause 6 are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS CLAUSE 6, CIVICA DISCLAIMS WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE. THE LIMITED WARRANTIES PROVIDED IN THIS CLAUSE 6 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SERVICES.

7. IPR

7.1 All Intellectual Property Rights in the Services including the Software belong to Civica or a third-party licensor. At no time shall any rights, interests or title in any intellectual property in the Software, pass to the Customer.

7.2 Customer grants to Civica a royalty-free, worldwide, irrevocable perpetual license to use and incorporate into the Software any suggestions, enhancement requests or other feedback provided by the Customer or its Authorized Users relating to the Software without restriction.

7.3 The Customer hereby grants to Civica a non-exclusive, non-transferrable (except as part of a permitted assignment of this Contract), royalty free license to copy, modify, and use the Customer data as reasonably appropriate for the purposes of this Contract where needed in order to provide the Software and Services (as described in the Contract) to the Customer including the Support Services. Civica will not use the Customer data for any other purposes than providing the Software and Services.

7.4 Civica shall defend or, at its option, settle any claim brought against Customer regarding its authorized use of the Software, excluding third party software and open source software, in the US and in accordance with this Contract or in events where the Software infringes any Intellectual Property Rights of any third party, Civica shall pay any

- (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, 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.

- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 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 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



QUOTE

52 Hillside Court
Englewood, OH 45322
Phone: (800) 686-9313
Fax: (937) 836-1036

Customer

Riverside University Hospital System
4060 County Circle Drive PO Box 7789
Riverside, California 92513
Joni Colburn

Date: 6/9/2025
RUHS

3 Year Term

LINE	DESCRIPTION		QTY	PRICE PER UNIT	EXTENDED PRICE
1	Annual License		3	\$ 135,000	\$ 405,000
2	Annual Support (5% increase each year)		3	\$ 121,500	\$ 383,029
3	Implementation (one time cost)		1	\$ 151,200	\$ 151,200

TOTAL * \$ 939,229

* Pricing Valid Until July 30, 2025

MONTHLY * \$ 26,090

* Pricing Valid Until July 30, 2025

NOTES

Annual License and Annual Support will increase each year for renewal years 4, 5, and 6.

Civica Standard Terms and Conditions Apply

Terms: An invoice for the total cost will be sent upon receipt of the signed quote, with payment due upon receipt of invoice

Your authorized signature or attached purchase order makes this a binding contractual agreement subject to all the standard Civica terms and conditions. Please fax signed order to 937-836-1036.

x _____
Customer Signature

x _____
Date

x _____
Printed Name

x _____
Purchase Order No.

x _____
Civica's Managing Director

x _____
Date