

Master Relationship Agreement

This Master Relationship Agreement ("MRA") is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer"). This MRA is effective as of the latest date below ("Effective Date"), and consists of the attached General Terms, and all Exhibits, Solution Schedules, Solution Orders, and Solution Riders which are incorporated by reference. The parties agree to be bound by the terms and conditions of this MRA, which governs all Products and Services supplied by CHC to Customer under a Solution Order to this MRA.

Change Healthcare Technologies, LLC

County of Ventura

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CHC Notice Address:

Customer Notice Address:

100 Airpark Center Drive E

800 South Victoria Ave.

Nashville, TN 37217

Ventura, CA 93009

Attn: General Counsel

Attn: GSA Procurement

Attn:

General Terms

1. **Definitions.** Capitalized terms used in this MRA have the meanings given to them in the MRA, these General Terms, Exhibits, and Solution Schedules.
2. **Provision of Products and Services.** CHC will provide Products and Services to Customer as described in the Exhibits, Solution Schedules, and Solution Orders.
3. **Use of Products and Services.** Customer will, and will cause Permitted Users to, use all Products and Services in accordance with this MRA and related Documentation, and in compliance with all applicable laws. Customer is responsible for use of the Products and Services by its Permitted Users.
4. **Use of Documentation.** Customer may use and copy the Documentation as reasonably necessary to exercise its rights under this MRA, including a reasonable number of copies for training, testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Documentation.
5. **Customer Responsibilities.** Customer will:
 - (a) cooperate with CHC and provide CHC access to and use of all appropriate Facilities, systems, equipment, and supporting materials requested, as reasonably necessary for CHC to perform its obligations under this MRA;
 - (b) secure all Third-Party authorizations necessary for CHC to deliver the Products and Services in compliance with all applicable laws, and maintain all records necessary to validate the authorizations Customer provides to CHC;
 - (c) Supply CHC, in the format specified in the Documentation, with all complete and accurate data necessary for CHC to deliver the Products and Services, and maintain all records necessary to validate the data Customer provides to CHC;
 - (d) use commercially reasonable security measures to secure systems owned, hosted, or operated by Customer or its suppliers to prevent unauthorized access to the Products and Services, and promptly notify CHC of any known performance problems or security vulnerabilities related to the Products and Services;
 - (e) obtain CHC's prior written consent before using any interface or integration not developed by CHC to the Products or Services, and follow all specification guidelines provided by CHC;
 - (f) acquire, operate, and maintain all software, systems, equipment, and services identified in the applicable Documentation as necessary to operate the Products and Services, and when applicable, provide first-level support, education, and training to Permitted Users for the Products and Services; and
 - (g) comply with all applicable Control Laws affecting the Regulated Materials.
6. **Third-Party Solutions.** CHC may provide Third-Party Solutions to Customer together with, or incorporated into, the CHC Solution. Customer is authorized to use these Third-Party Solutions solely with the related CHC Solution. Customer's use of Third-Party Solutions is subject to the terms of this MRA and any applicable terms on <https://customerconnection.changehealthcare.com/tpt/login> ("Third-Party Terms"), which may

be modified from time to time. Customer may access the applicable Third-Party Terms using the following confidential login information:

User ID: contractprovisions@changehealthcare.com

Password (case sensitive): Portal!Access

If any Third-Party Terms conflict with this MRA or an applicable Solution Order, then the conflicting Third-Party Terms control only with respect to the Third-Party Solution to which they apply. CHC may substitute any Third-Party Solution licensed to Customer with different Products or Services containing similar features and functionality. If a Third Party raises its fees for a Third-Party Solution, then CHC may increase its fees to Customer by the same amount on the next invoice under the applicable Solution Order.

7. **Payment.**

7.1 **Invoicing and Payment.** CHC will issue invoices to Customer in accordance with the terms of the Solution Order, and Customer will pay all fees and other charges in U.S. dollars within 30 days of the invoice date.

7.2 **Expenses.** Customer will reimburse CHC for:

- (a) postage, packing, shipping, and insurance charges in connection with the Products and Services, and
- (b) reasonable out-of-pocket expenses incurred while providing Services, including travel and living expenses.

7.3 **Taxes.** CHC's pricing does not include sales, use, value-added, withholding, or other taxes and duties. CHC will invoice Customer for applicable taxes and duties unless Customer provides CHC satisfactory evidence of an applicable tax exemption (including evidence of renewal if applicable). Customer will promptly pay, and indemnify CHC against, all taxes and duties (except for taxes on CHC's net income).

7.4 **Price Increases.** CHC may increase its fees for Products and Services up to five percent once every twelve months following 60 days' notice to Customer. Price increases are effective as of the next applicable billing period.

7.5 **Late Payments.** CHC may charge Customer interest on any Overdue Amounts at the lesser of 1.5% per month or the highest rate permitted by law, from the due date until CHC receives payment. Customer will reimburse CHC for all reasonable costs and expenses incurred in collecting any Overdue Amounts. CHC may require advance payments for Products and Services under a Solution Order for which Customer has had Overdue Amounts.

7.6 **Suspension.** CHC may stop providing any Product or Service if:

- (a) Customer fails to pay within ten days after CHC gives notice of any Overdue Amount that is more than 30 days past due, or
- (b) CHC believes it is necessary to comply with any applicable law or order of any governmental authority.

7.7 **Monitoring and Auditing.** If CHC believes Customer's use of a Product or Service violates the license grant or usage terms in a Solution Order or applicable Solution Schedule, then CHC may conduct an audit of Customer's sites and systems following ten business days' notice to Customer. The audit will be conducted during regular business hours and Customer will provide CHC with reasonable access to all relevant equipment, systems, and records related to the Product or Service. If an audit reveals that Customer's use of any Product or Service exceeds the usage limitations in a Solution Order, then CHC may invoice for the excess use based on the fees in effect for that Product or Service under the applicable Solution Order. If Customer's use exceeds five percent of the usage limitations in the Solution Order, then Customer also will pay CHC's reasonable costs of conducting the audit.

7.8 **Acquisitions.** If Customer exceeds the usage limitations set forth in a Solution Order for a Product or Service because it acquires another entity, then Customer will pay CHC additional fees for the excess use based on the rates established in the applicable Solution Order. If Customer acquires an entity that is subject to an existing agreement with CHC for Products or Services, then the acquired entity will remain subject to that CHC agreement until the parties terminate it or it expires.

8. **Confidentiality.**

8.1 **Use and Disclosure of Confidential Information.** Each party will protect and safeguard the other party's Confidential Information with at least the same care used for its own Confidential Information of a similar nature, but no less than reasonable care. Except as expressly permitted by this MRA, neither party may:

- (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms at least as restrictive as those contained in this section, or (ii) to the extent required by law, after giving prompt notice of the required disclosure to the other party; nor
- (b) use the other party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this MRA, (ii) in the case of Customer as the receiving party, Customer's evaluation of CHC Solutions, or (iii) in the case of CHC as the receiving party, CHC's development of new and existing products and services.

8.2 **Return of Confidential Information.** After this MRA or a Solution Order is terminated, each party will, upon written request, return or destroy the other party's Confidential Information and promptly will certify in writing to the other party that it has done so.

8.3 **Period of Confidentiality.** Each party will comply with this section during the term of this MRA and for three years after it terminates. With respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, each party will continue to comply with this section until the Confidential Information loses its trade secret status other than due to an act or omission of the receiving party.

8.4 **Equitable Relief.** An actual or threatened breach of this section may cause immediate irreparable harm without adequate remedy at law. If a party breaches or threatens to breach this section, then the other party may seek equitable relief to prevent the party from beginning or continuing the breach. The party seeking relief is not required to post a bond

or other security or prove the inadequacy of other available remedies. This section does not limit any other remedy available to either party.

9. **Business Associate Agreement.** Except as provided in this section, the use and disclosure of Protected Health Information (as defined by the Health Insurance Portability and Accountability Act) in connection with this MRA will be governed by the business associate agreement attached as Exhibit C.

10. **Intellectual Property.**

10.1 **Retained Rights.** CHC reserves all rights not expressly granted to Customer in this MRA including all right, title, and interest to all work developed for or delivered to Customer under this MRA. CHC solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by Customer, at Customer's request, or in cooperation with Customer. All feedback, statements, suggestions, or ideas given by Customer to CHC may be used to develop new and existing products and services that will be owned solely by CHC.

10.2 **Use of Customer Intellectual Property.** During the term of the applicable Solution Order, Customer grants CHC a license to use and display Customer's copyrights, trademarks, and service marks, solely to the extent necessary for CHC to perform its obligations under this MRA.

11. **Professional Services Warranty.** CHC warrants that it will perform all Professional Services in a professional manner consistent with industry standards by trained and skilled resources.

12. **Warranty Disclaimer.** CHC GRANTS THE LIMITED WARRANTIES SPECIFIED IN THIS MRA (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) IN LIEU OF ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS. CHC EXPRESSLY EXCLUDES FROM THIS MRA THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET CUSTOMER'S REQUIREMENTS. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. CHC IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.

13. **Exclusive Remedy.** CUSTOMER'S ONLY REMEDY FOR CHC'S BREACH OF ANY PRODUCT OR SERVICE WARRANTY (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY CHC OF THE NONCONFORMING PRODUCT OR SERVICE. IF CHC FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS MRA.

14. **Customer Input Errors.** CHC IS NOT RESPONSIBLE FOR THE ACCURACY OR QUALITY OF ANY MESSAGES, INFORMATION, OR DATA PROVIDED BY CUSTOMER, ANY PERMITTED USERS, OR OTHER USERS OF THE PRODUCTS OR SERVICES. CHC IS NOT RESPONSIBLE FOR ANY ERRORS IN THE PRODUCTS OR SERVICES CAUSED BY INACCURATE MESSAGES, INFORMATION, OR DATA PROVIDED BY CUSTOMER, PERMITTED USERS, OR OTHER USERS.

15. **Professional Responsibility; Duty to Defend.** CHC's Products and Services are tools for information management and diagnostic purposes only and must be used by trained individuals. The

Products and Services do not have the ability to administer health benefits, diagnose disease, prescribe treatment, render care or payment decisions, or perform any task that constitutes the practice of medicine. Customer will ensure that only properly trained individuals use the Products and Services provided by CHC. Customer will defend CHC against any claim, demand, action, or other proceeding brought by a Third Party to the extent that it results from Customer's care or payment decisions and will pay costs and damages finally awarded against CHC as a result of the claim.

16. **Infringement Claims.**

16.1 **Duty to Defend.** CHC will defend Customer against any Infringement Claim and will pay costs and damages finally awarded against Customer as a result of any Infringement Claim.

16.2 **Customer Requirements.** CHC's obligations under this section are conditioned on the following:

- (a) Customer will notify CHC of the Infringement Claim within ten business days. If Customer fails to provide CHC with timely notice and CHC has been prejudiced due to Customer's delay, then CHC will be relieved of its obligations under this section;
- (b) Customer will provide CHC with all reasonably requested cooperation, information and assistance at CHC's sole expense; and
- (c) Customer will provide CHC with sole authority to defend and settle the Infringement Claim.

16.3 **Customer Consent.** CHC may not enter into any settlement of an Infringement Claim that would create a financial obligation on Customer or constitute an admission of liability by Customer without Customer's prior written consent.

16.4 **Exclusions.** CHC is not liable under this section if the Infringement Claim is based on:

- (a) modifications to the CHC Solution that were not performed by CHC;
- (b) use of custom interfaces, file conversions, or other programming for which CHC does not develop the specifications or instructions;
- (c) use of a CHC Solution in combination with products or services not provided by CHC, if use of the CHC Solution alone would not result in liability under this section;
- (d) use of a CHC Solution in a manner not authorized by this MRA, a Solution Order, or the Documentation;
- (e) use of any version other than the two most current releases of a CHC Solution; or
- (f) any version of a CHC Solution that CHC has notified Customer to discontinue use, if infringement would have otherwise been avoided.

16.5 **Infringement Remedies.** If Customer makes a claim under this section, or CHC believes an Infringement Claim is reasonably likely, then CHC will, at its sole option and expense:

- (a) obtain for Customer the right to continue using the CHC Solution;

- (b) replace or modify the CHC Solution with an alternative solution of substantially equivalent functionality; or
- (c) if neither (a) nor (b) are commercially feasible, terminate Customer's rights and CHC's obligations under this MRA related to the CHC Solution. If CHC terminates a one-time license fee for a CHC Solution under this section, CHC will refund to Customer with a pro rata share of the license fees paid for the infringing CHC Solution. The refund will be calculated on a five-year straight-line basis beginning on the effective date of the applicable Solution Order.

16.6 Exclusive Remedy. THIS SECTION CONTAINS CHC'S ONLY OBLIGATIONS, AND CUSTOMER'S ONLY REMEDIES, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

17. Limitation of Liability.

17.1 Total Damages. CHC'S TOTAL CUMULATIVE LIABILITY UNDER THIS MRA, FOR BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, IS LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY CUSTOMER TO CHC UNDER THE APPLICABLE SOLUTION ORDER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

17.2 Exclusion of Damages. CHC IS NOT LIABLE TO CUSTOMER UNDER THIS MRA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CHC HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

17.3 Material Consideration. THE LIMITATION OF LIABILITY DESCRIBED IN THIS SECTION IS A MATERIAL CONDITION FOR CHC'S ENTRY INTO THIS MRA.

18. Term. The term of the General Terms, Exhibits, and Solution Schedules to this MRA begins on the Effective Date and continues until terminated as provided in this MRA. The term of any Solution Order, including any Solution Riders or other attachments, under this MRA will be as set forth in the Solution Order.

19. Termination.

19.1 Termination of Solution Order. Either party may terminate a Solution Order to this MRA upon notice if:

- (a) the other party materially breaches this MRA relative to the Solution Order and fails to cure, or begin reasonable efforts to cure, the breach within 30 days after receiving notice of the breach;
- (b) the other party infringes the terminating party's Intellectual Property rights and does not cure, or begin reasonable efforts to cure, the breach within ten business days after receiving notice of the breach;
- (c) the other party materially breaches this MRA relative to the Solution Order in a way that cannot be cured; or

- (d) the other party begins dissolution proceedings or ceases to operate in the ordinary course of business.

19.2 Effect of Termination. If either party terminates a Solution Order, then the parties' rights and obligations under another Solution Order are not affected. All other Solution Orders will remain effective unless they are terminated in accordance with this MRA.

19.3 Termination of MRA. If there are no Solution Orders in effect under this MRA, then either party may terminate this MRA upon notice to the other party.

19.4 Obligations upon Termination or Expiration. Upon termination or expiration of this MRA or a Solution Order, Customer will promptly:

- (a) stop using all affected Products and Services,
- (b) permanently remove all affected Products from all computer systems and other electronic storage devices, and
- (c) certify in writing to CHC that Customer has complied with this section.

20. Books and Records. For any Services provided under this MRA that are subject to 42 U.S.C. Section 1395x(v)(1)(I), the parties and any of their subcontractors (as defined or interpreted by the applicable regulatory agency) will provide the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives access to this MRA and any books, documents, and records needed to verify the Services until four years after the Services are provided.

21. Discount Reporting. This MRA, and any discounts provided under this MRA, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this MRA and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount.

22. Excluded Provider. Each party warrants that neither it nor any of its employees or Subcontractors assigned to perform material services under this MRA have been convicted of a criminal offense related to health care or been listed as debarred, excluded, or otherwise ineligible for participation in a Federal health care program. Each party will notify the other if it becomes aware that it or any of its employees or Subcontractors assigned to perform material services under this MRA have been excluded or are otherwise ineligible to participate in a Federal health care program.

23. CHC Affiliates. CHC Affiliates may enter into Solution Orders under this MRA and the terms of the MRA will apply to the CHC Affiliate as if they were CHC with respect to those Solution Orders. Each CHC Affiliate may enforce this MRA to the same extent as CHC, but CHC Affiliates may not amend these General Terms.

24. Assignment. Customer may not assign this MRA without the prior written consent of CHC, which will not be unreasonably withheld. Any attempted assignment by Customer without CHC's

written consent will be void. Upon notice to Customer, CHC may assign this MRA to any entity receiving all or substantially all of CHC's assets or a controlling ownership interest, or in any other corporate reorganization. Any assignment under this section is binding upon, and for the benefit of, the assignee.

25. **Subcontracts.** CHC may subcontract its obligations under this MRA. CHC is responsible for the actions of its Subcontractors.
26. **Notices.** All notices required by this MRA must be in writing and sent to the address in the signature block of this MRA or any other address designated by notice. Electronic mail is not written notice under this MRA.
27. **Publicity.** The parties may publicly announce the existence of this MRA and the general nature of their relationship. Neither party may disclose financial terms or specific activities performed under this MRA without written consent of the other party.
28. **Governing Law.** This MRA is governed by the laws of Georgia, without application of any law that would lead to the application of the laws of any other state. The Uniform Commercial Code will not apply to this MRA. The federal and state courts in Fulton County, Georgia have exclusive venue for all actions related to this MRA. The parties consent to personal jurisdiction in those courts and waive all claims to a more convenient forum. The parties must commence any action relating to this MRA, other than collection of outstanding payments, within one year of the date upon which the cause of action accrued.
29. **Severability.** If any court having jurisdiction finds part of a provision of this MRA unenforceable, then the remainder of that provision and all other provisions of this MRA will be unaffected.
30. **Waiver.** A party's failure to exercise a right under this MRA is not a waiver of that or any other right.
31. **Force Majeure.** A party's failure to perform caused by a Force Majeure Event will not create liability or be considered a material breach of this MRA for the duration of the Force Majeure Event, even if the Force Majeure Event was foreseeable.
32. **Relationship of Parties.** Each party is an independent contractor of the other party. Neither party can bind the other party or create any right or obligation for the other party.
33. **Third-Party Beneficiaries.** Except as described in applicable Third-Party Terms, this MRA creates no rights or obligations for anyone other than CHC and Customer.
34. **Construction.** Any ambiguities in the terms of this MRA will not be presumptively construed for or against either party. Headings are for convenience only. As used in this MRA, "will" means "has a duty to," or "is required to," and "include" means "includes without limitation." A reference to "section" means the distinct and full-numbered paragraph (e.g. section 8) of the clause referencing the section, including its subparts (e.g. subsection 8.1, 8.1(a), 8.2 etc.). This MRA or any amendment to this MRA may be signed in multiple counterparts, each of which will be considered an original of the same agreement.
35. **Amendment.** This MRA may be modified only by a written agreement signed by authorized representatives of both parties.

36. **Order of Precedence.** If an inconsistency exists among the components of this MRA, the inconsistency will be resolved by giving priority in the following order:
- (a) Solution Orders;
 - (b) Solution Schedules;
 - (c) General Terms and Exhibits;
 - (d) Documentation and other materials incorporated by reference.
37. **Survival of Provisions.** The following provisions will survive termination or expiration of this MRA: 7 (Payment), 8 (Confidentiality), 10 (Intellectual Property), 16 (Infringement Claims), 17 (Limitation of Liability), 19.4 (Obligations upon Termination or Expiration), 20 (Books and Records), 21 (Discount Reporting), 26 (Notices), 28 (Governing Law), 30 (Waiver), 34 (Construction), 36 (Order of Precedence), 37 (Survival of Provisions), 39 (Entire Agreement), and any other provision that specifically states it survives.
38. **Existing Agreements.** This MRA governs any Products or Services newly-acquired or renewed after the Effective Date. Any Products and Services acquired before the Effective Date will continue to be governed by the agreement under which those Products and Services were initially acquired. This MRA does not change any existing agreements between CHC and Customer.
39. **Entire Agreement.** This MRA contains all the terms agreed upon by the parties and supersedes any other communications related to the subject matter of this MRA. No terms in Customer purchase orders are binding on the parties.

Exhibit A

Definitions

"CHC Affiliates" means any U.S. entities that are controlled by or under common control with CHC, that license or sell Products or Services to Customer during the term of this MRA or any Solution Order.

"CHC Solution" means any CHC-owned Product or CHC-owned Service provided to Customer under a Solution Order.

"Confidential Information" means non-public information of the disclosing party, whether related to currently licensed Products, Services, or other deliverables or business practices that is marked confidential or which the receiving party should reasonably know to be confidential. Confidential Information specifically includes information about future solution development, roadmaps, or new features and functionality, penetration test results, pricing, proposals, participation in customer focus groups, user feedback, financial, personnel, planning, technical, and marketing information, and the terms of this MRA. Confidential Information does not include: (a) information lawfully obtained or created by the receiving party independently from the disclosing party's Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information as defined by the Health Insurance Portability and Accountability Act.

"Control Laws" means all governmental laws, orders, and other restrictions regarding the export, import, re-export, or use of information, goods, and technology outside of the U.S.

"Documentation" means user guides, operating manuals, training materials, terms of use, implementation guides, support guides, policies, procedures, and other materials that apply to or describe the Products and Services, which are incorporated by reference and may be reasonably modified from time to time by CHC.

"Exhibit" means an exhibit to this MRA.

"Facility" means an establishment that is (a) located in the U.S., (b) operated by Customer, or a CHC-approved Third Party, and (c) is identified in a Solution Order.

"Force Majeure Event" means any event beyond the reasonable control of a party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargoes, acts of government, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, or strikes.

"General Terms" means the terms in the main body of this MRA.

"Implementation Services" means initial implementation, configuration, installation, education, training, and set-up services listed in a Solution Order to be performed by CHC and required for Customer to begin use of a Product or Service.

"Infringement Claim" means any claim, demand, action, or other proceeding brought against Customer by a Third Party that the use of any CHC Solution delivered under this MRA infringes any trademark, copyright, or U.S. patent, or misappropriates any trade secrets.

"Intellectual Property" means any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, trade names, service marks, copyrights, trade secrets, concepts and ideas (whether or not patentable, copyrightable or constituting trade secrets), computer programs and software, creations, writings, illustrations, images, and all improvements to and copies and tangible embodiments of the above.

"Overdue Amounts" means any fees, charges, or expenses that are past due and not disputed in good faith.

"Permitted User" means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, who is a (a) Customer employee, (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a CHC competitor. A consultant or independent contractor may be a "Permitted User" only if (i) Customer remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in this MRA.

"Products" means any software, equipment, content, or any other product that CHC provides to Customer under a Solution Order. CHC may provide Products through technological means, including artificial intelligence and machine learning.

"Professional Services" means any Implementation Services, consulting, programming, education, training, or other professional services that CHC provides to Customer under a Solution Order.

"Regulated Materials" means the portion of the Products, Services, and Documentation that are subject to Control Laws, including technical data and related information.

"Services" means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that CHC provides to Customer under a Solution Order. CHC may provide Services through technological means, including artificial intelligence and machine learning.

"Solution Order" means CHC's form addendum, including any Solution Riders, to this MRA, which will be used to process Customer's license or purchase of Products and Services.

"Solution Rider" means an attachment to a Solution Order that contains terms regarding the rights and obligations of the parties that uniquely apply to certain Products and Services being provided under the Solution Order.

"Solution Schedule" means each of the schedules attached to this MRA.

"Subcontractor" of a party means a Third Party who provides services at the direction of that Party.

"Third Party" means an individual or entity other than CHC or Customer.

"Third-Party Solution" means any Product or Service listed in a Solution Order that is owned or provided by a Third Party.

Exhibit B

Solution Schedules

[see following pages]

Software Schedule

1. License Grant.

- 1.1. **Term License.** For any Software identified on a Solution Order as "term" or as a "term license," subject to Customer's compliance with the terms and conditions set forth in the MRA and this Solution Schedule, CHC grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to perform, display, and use the Software for Customer's internal business purposes during the license term specified in the Solution Order.
- 1.2. **Non-Term License.** For any Software identified on a Solution Order as "non-term" or as a "non-term license," subject to Customer's compliance with the terms and conditions set forth in the MRA and this Solution Schedule, CHC grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to perform, display, and use the Software for Customer's internal business purposes.
- 1.3. **Copies.** Customer may copy the Software only as reasonably necessary to exercise its license rights under this MRA, including a reasonable number of copies for testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Software.
- 1.4. **Software License Restrictions.** The Software licenses granted under this Solution Schedule are expressly subject to the following restrictions:
 - (a) the Software will be installed only on equipment located at a Facility;
 - (b) the Software will be accessed or used only by Customer and its Permitted Users;
 - (c) use of the Software may be limited by Facility or other usage-based variables specified in a Solution Order;
 - (d) the Software will not be used to provide services to Third Parties unless expressly permitted in a Solution Order;
 - (e) Customer will not reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software or permit any Third Party to do so; and
 - (f) Customer will not modify or alter the Software, including any trademarks, copyright notices, or other proprietary notices, except as expressly permitted in this MRA or a Solution Order.
- 1.5. **Revocation.** CHC may revoke any license to Software granted under this section if Customer violates the scope of the license or any of the restrictions in this section. CHC may revoke any license to Software regulated as a medical device if (a) Customer is using a version of the Software other than one of the two most recent versions, or (b) the Software reaches the end of its useful life as stated in the Documentation.
- 1.6. **Survival.** Subsections 1.4 and 1.5 will survive termination of the MRA, this Solution Schedule, or the applicable Solution Order.

2. **Alternate Location.** If Customer is unable to use the Software at a Facility due to equipment malfunction or a Force Majeure Event, then the Software may be used on a temporary basis at an alternate location in the U.S., provided Customer promptly notifies CHC of the alternate location.
3. **Maintenance and Support.** CHC will provide Software Maintenance and Support to Customer for the two most current releases of the Software in accordance with the applicable Documentation for the term identified in the applicable Solution Order. Software Maintenance and Support services are included in the license fees for any Software identified on a Solution Order as "term" Software.
4. **Software Warranties.**
 - 4.1. CHC warrants that:
 - (a) the Software will perform in material accordance with the functional specifications in the applicable Documentation;
 - (b) the Software has been tested using industry standard practices, which found no viruses or malicious code at the time of delivery to Customer; and
 - (c) the Software will operate together with the Third-Party Solutions specified in the Solution Order, including any integration features described in the applicable Documentation.
 - 4.2. These warranties will not apply if:
 - (a) Customer installs the Software in an internet facing manner outside of Customer's firewall,
 - (b) Customer operates the Software on equipment other than equipment that CHC specifies in the Documentation,
 - (c) Customer uses any interface or integration to the Software that is not developed by or otherwise approved in writing by CHC;
 - (d) anyone other than CHC or its authorized Third Parties modify the Software,
 - (e) Customer uses a version of the Software other than one of the two most current releases, or
 - (f) Customer has discontinued Software Maintenance and Support or has any Overdue Amounts outstanding.
5. **Implementation Services.**
 - 5.1. **Scope of Implementation Services.** Implementation Services purchased by Customer will be identified in the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

- 5.2. **Non-CHC Interfaces.** Unless stated in an applicable Solution Order, CHC's fees for its Implementation Services do not cover the provision, development, adaptation, or alteration of any non-CHC interfaces or non-CHC integrations.
- 5.3. **Customer Obligations.** As a condition to CHC's obligation to perform the Implementation Services, Customer will:
- (a) perform all Customer responsibilities identified in the applicable implementation guidelines identified in applicable Documentation; and
 - (b) make available sufficient resources to enable CHC to complete its obligations as stated in the agreed upon implementation plan.
- 5.4. **Rescheduling.** If any Customer-initiated rescheduling occurs less than 60 days before the scheduled commencement of Implementation Services, then CHC may invoice Customer an amount equal to the expenses incurred by CHC in connection with the Customer initiated rescheduling, including, travel cancellation fees, equipment storage fees, equipment restocking fees by Third Parties, and reasonable and unavoidable costs related to the rescheduling of implementation resources.
- 5.5. **Expiration.** Implementation Services must be used within 18 months after the Solution Order Effective Date. Any Implementation Services not used within 18 months of the effective date of the Solution Order, excluding any delays caused directly by CHC, will be forfeited with no refunds or credits and fully earned by CHC, and CHC will be relieved of the obligation to provide the Implementation Services.
- 5.6. **Product Configuration.** Products are configured, and Implementation Services are provided, based on the information provided by Customer. If the information provided by Customer is incorrect or incomplete, then Customer may need to purchase additional Products and Implementation Services for the Products to fully function.
6. **Software Testing.** Customer may test the Software during the Software Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC during the Software Test Period of a reproducible material nonconformity with the functional specifications in the Documentation, then the Software Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the license for the impacted Software.
7. **No Obligation to Install.** CHC is not obligated to configure, install, or implement the Software at a Facility if Customer does not purchase the Services necessary to implement the Software for that Facility.
8. **Transition Assistance.** Unless Customer is in material breach of this MRA, Customer may request transition assistance from CHC by providing notice at least 90 days before the termination or expiration of a Solution Order. Upon Customer's timely request, CHC will cooperate with Customer in an orderly transition for a period of up to 180 days following termination or expiration of a Solution Order. During a transition assistance period, Customer may continue using the applicable Software subject to the terms of the Solution Order (including all associated fees). Any additional Products or Services provided by CHC during the transition assistance period will be invoiced at CHC's standard rates.

9. Definitions.

"Installation Date" means the date the Software is available for Customer use.

"Software" means computer programs and applications in object code form provided by CHC to Customer, including any updates provided by CHC as part of Software Maintenance and Support.

"Software Maintenance and Support" means support services for the Software consisting of telephone support, problem resolution, and updates delivered by CHC. Software Maintenance and Support does not include: (a) development of custom code or customizations for any Software, (b) support of Software modifications generated by anyone other than CHC, (c) services to implement a new release of the Software (d) services to correct improper installation or integration of the Software not performed by CHC-authorized personnel, (e) system administrator functions, (f) support required due to a Force Majeure Event, (g) support for issues caused by Customer's failure to comply with the Documentation; or (h) enhancements or new releases of the Software or Services that are separately priced and marketed by CHC.

"Software Test Period" means the period beginning on the Software delivery date and ending 30 days after the Installation Date.

Subscription Services Schedule

1. **Use of Subscription Services.** Customer and its Permitted Users may use the Subscription Services identified on a Solution Order for Customer's internal business purposes during the term specified in that Solution Order.
2. **Restrictions.** Customer's use of the Subscription Services is expressly subject to the following restrictions:
 - (a) use of the Subscription Services may be limited by Facilities or other usage-based variables specified in a Solution Order;
 - (b) Customer will not attempt to interfere with or disrupt the Subscription Services;
 - (c) Customer will not attempt to gain access to any systems or networks that connect to the Subscription Services except as authorized by CHC for the express purpose of using the Subscription Services as permitted under this MRA;
 - (d) Customer will not attempt to scan, probe, penetrate, hack, defeat, or compromise any security measures of the Subscription Services, or any systems or networks operated by CHC; and
 - (e) the Subscription Services will not be accessed or used to provide services to Third Parties unless expressly permitted in a Solution Order.
3. **Subscription Support.** CHC will provide Subscription Support in accordance with the applicable Documentation.
4. **Subscription Services Warranty.** CHC warrants that the Subscription Services will perform in material accordance with the functional specifications in the applicable Documentation.
5. **Implementation Services.** Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.
6. **Subscription Testing.** Customer may test the Subscription Services during the Subscription Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC of a reproduceable material nonconformity with the functional specifications in the Documentation during the Subscription Test Period, then the Subscription Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Subscription Services.
7. **Login Credentials.** Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:
 - (a) Customer will:
 - (i) limit access to the Subscription Services to Permitted Users;

- (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and
- (iii) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.

(b) Customer will require each Permitted User to:

- (i) protect the confidentiality of all login credentials; and
- (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.

8. **Notice of Unauthorized Access.** Customer will notify CHC immediately of any known or suspected unauthorized access to, or use of, the Subscription Services or breach of the confidentiality of login credentials.
9. **Modification of Subscription Services.** CHC may, in its reasonable discretion, modify the Subscription Services, provided that the modification does not substantially reduce the functionality set forth in the Documentation.
10. **Suspension of Subscription Service.** CHC may suspend access to a Subscription Service if the performance, integrity, or security of the Subscription Service is adversely impacted or at risk of being compromised.

11. **Definitions.**

"Installation Date" means the date the Subscription Services are available for Customer use.

"Subscription Services" means an on-demand service that allows Customer to have remote access to or use of a software application (including new releases, updates, revisions, improvements, and modifications of that application) that is hosted, managed, or operated by CHC.

"Subscription Support" means support services for the Subscription Services consisting of telephone support, problem resolution, and updates delivered by CHC. Subscription Support does not include: (a) development of customizations for any Subscription Service, or (b) services to correct improper integration of a Subscription Service not performed by CHC-authorized personnel.

"Subscription Test Period" means the 30-day period beginning on the Installation Date.

Processing Services Schedule

1. **Use of Processing Services.** Customer and its Permitted Users may use the Processing Services identified on a Solution Order for Customer's internal business purposes during the term specified in that Solution Order.
2. **Restrictions.** Customer's use of the Processing Services is expressly subject to the following restrictions:
 - (a) use of the Processing Services may be limited by Facilities or other usage-based variables specified in a Solution Order;
 - (b) Customer will not attempt to interfere with or disrupt the Processing Services;
 - (c) Customer will not attempt to gain access to any systems or networks that connect to the Processing Services except for the express purpose of using the Processing Services as permitted under this MRA;
 - (d) Customer will not attempt to scan, probe, penetrate, hack, defeat, or compromise any security measures of the Processing Services, or any systems or networks operated by CHC;
 - (e) the Processing Services will not be accessed or used to provide services to Third Parties unless expressly permitted in a Solution Order;
 - (f) CHC will only process Transactions in accordance with the applicable Documentation; and
 - (g) Customer will only request information from CHC that Customer is legally entitled to review and modify in connection with the Processing Services.
3. **Processing Support.** CHC will provide Processing Support in accordance with the applicable Documentation.
4. **Processing Services Warranty.** CHC warrants that the Processing Services will perform in material accordance with the functional specifications in the applicable Documentation.
5. **Implementation Services.** Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.
6. **Processing Testing.** Customer may test the Processing Services during the Processing Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC of a reproduceable material nonconformity with the functional specifications in the Documentation during the Processing Test Period, then the Processing Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Processing Services.
7. **Expenses.** Fees for Processing Services do not include, and Customer will reimburse CHC for:

- (a) any recipient or government-imposed access or connection fees, and
 - (b) fees resulting from changes in regulation or statute.
- 8. **Login Credentials.** Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:
 - (a) Customer will:
 - (i) limit access to the Processing Services to Permitted Users;
 - (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and
 - (iii) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.
 - (b) Customer will require each Permitted User to:
 - (i) protect the confidentiality of all login credentials; and
 - (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.
- 9. **Notice of Unauthorized Access.** Customer will notify CHC immediately of any known or suspected unauthorized access to, or use of, the Processing Services or breach of the confidentiality of login credentials.
- 10. **Access to Recipients.** For any Transactions submitted by CHC on Customer's behalf, Customer appoints CHC as its agent for the limited and sole purpose of accessing the systems or websites of each Transaction recipient on Customer's behalf in connection with providing the Processing Services to Customer.
- 11. **Transaction Accuracy.** CHC is not responsible for determining the accuracy of any Transaction submitted or received on behalf of Customer, or settling any disputes related to a Transaction between Customer and a Transaction submitter or recipient.
- 12. **Transaction Standards.** Transactions resulting from HIPAA-regulated Processing Services will follow the HIPAA-required formats adopted by the Secretary of Health and Human Services, as defined in the Transactions and Codes Sets Final Rule and the associated documentation from X12N.
- 13. **Resubmission.** CHC may resubmit Transactions whenever necessary or advisable in CHC's discretion. As applicable, Customer will correct and resubmit to CHC, at Customer's expense:
 - (a) Transactions rejected by a Transaction recipient for any reason other than inappropriate format, and
 - (b) Transactions rejected by CHC due to Customer's error or omission.

14. **Modification of Processing Services.** CHC may, in its reasonable discretion, modify the Processing Services, provided that the modification does not substantially reduce the functionality set forth in the Documentation.
15. **Suspension of Processing Services.** CHC may suspend access to a Processing Service if the performance, integrity, or security of the Processing Service is adversely impacted or at risk of being compromised.
16. **Definitions.**

"Installation Date" means the date the Processing Services are available for Customer use.

"Processing Services" means the Transaction processing services that CHC provides to Customer. Certain Processing Services may also include access to on-demand remote application services (including new releases, updates, revisions, improvements, and modifications of that application) that are hosted, managed, or operated by CHC.

"Processing Support" means support services for the Processing Services consisting of telephone support, problem resolution, and updates delivered by CHC. Processing Support does not include: (a) development of customizations for any Processing Service, or (b) services to correct improper integration of a Processing Service not performed by CHC-authorized personnel.

"Processing Test Period" means the 30-day period beginning on the Installation Date.

"Transaction" means information, including a distinct claim, remit, information request, or other item, whether or not accepted or adjudicated, which is transmitted or received on behalf of Customer or its agent through CHC.

Equipment Schedule

1. **Equipment Delivery.** Shipping of Equipment is FOB destination, Freight Prepaid & Added to Customer's invoice. CHC will invoice on delivery. Once CHC places an order, the order is non-cancelable. Equipment may only be returned for warranty repairs. All Equipment will be new unless otherwise stated in a Solution Order.
2. **Partial Shipments and Substitutions.** CHC may make partial shipments of Equipment, which may be separately invoiced. Delay in delivery of any installment does not relieve Customer of its obligation to accept any subsequent installments. CHC may substitute Equipment (based on availability at time of order) with replacements that are of equal or better performance. Any resulting price change will be reflected in Customer's invoice.
3. **Equipment Configurations.** Product releases listed on Equipment configurations are for informational purposes only.
4. **Implementation Services.** Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.
5. **Warranty Pass-Through.** CHC will pass through all transferrable end user warranties for Equipment that CHC receives from its Third Parties. If CHC cannot pass through a warranty, then CHC will enforce that warranty on Customer's behalf.
6. **Equipment Maintenance.** If purchased, CHC will provide Equipment Maintenance in accordance with the applicable Documentation for the term identified in the applicable Solution Order
7. **Definitions.**

"Equipment" means hardware, computer equipment, and associated Third-Party software identified in a Solution Order as Equipment.

"Equipment Maintenance" means repair or replacement of any defective Equipment. CHC may provide Equipment Maintenance through its Third Parties. Equipment Maintenance does not include updates to firmware.

"Installation Date" means the date the Equipment is available for Customer use.

EXHIBIT C

Business Associate Agreement

This Business Associate Agreement ("Agreement") is between Change Healthcare Operations, LLC, on behalf of its subsidiaries and affiliates ("Change Healthcare") and County of Ventura ("Customer") and is effective as of the latest date below ("Effective Date").

Purpose

Change Healthcare and Customer are parties to an agreement or a series of agreements ("Underlying Agreement") under which Change Healthcare provides products, software and/or services to Customer ("Services").

In conjunction with the Services, Customer may make available to Change Healthcare, as a Business Associate of Customer, PHI (as defined below) of Individuals.

This Agreement sets forth the terms and conditions with respect to the handling of PHI pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E ("Privacy Rule"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and C ("Security Rule"), the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D ("Breach Notification Rule"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), all as amended.

Agreement

1. Definitions

Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in the Privacy Rule, Security Rule, and the Breach Notification Rule, which definitions are incorporated in this Agreement by reference.

"Electronic Protected Health Information" or "Electronic PHI" has the meaning given under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the Electronic PHI that Change Healthcare creates, receives, maintains, or transmits from or on behalf of Customer.

"Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the PHI created, received, maintained, or transmitted by Change Healthcare from or on behalf of Customer.

2. Permitted Uses and Disclosures of PHI

2.1. **Uses and Disclosures of PHI Pursuant to the Underlying Agreement.** Change Healthcare may Use or Disclose PHI only as necessary to perform Services, or as otherwise expressly permitted in this Agreement or Required by Law, and will not further Use or Disclose such PHI.

2.2. **Change Healthcare Management, Administration, and Legal Responsibilities.** Change Healthcare may Use PHI for Change Healthcare's management and administration, or to carry out Change Healthcare's legal responsibilities. Change Healthcare may

Disclose PHI to a third party for such purposes only if: (a) the Disclosure is Required by Law; or (b) Change Healthcare obtains reasonable assurances from the recipient that the recipient will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required by Law or for the purpose for which it was Disclosed to the recipient; and (iii) notify Change Healthcare of any instances in which it is aware that the confidentiality of the information has been breached.

- 2.3. **Data Aggregation.** Change Healthcare may Use PHI to provide Data Aggregation services for the Health Care Operations of the Customer as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- 2.4. **De-identified Data.** Change Healthcare may de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and may Use or Disclose such de-identified data unless prohibited by applicable law.
- 2.5. **Customer Responsibilities.** Except as expressly provided in the Underlying Agreement or this Agreement, Change Healthcare will not assume any obligations of Customer under the Privacy Rule. To the extent Change Healthcare is to carry out Customer's obligations under the Privacy Rule, Change Healthcare will comply with the requirements of the Privacy Rule that apply to Customer's compliance with such obligations.

3. **Obligations of Change Healthcare**

- 3.1. **Appropriate Safeguards.** Change Healthcare will implement and maintain appropriate administrative, physical, and technical safeguards to comply with the Security Rule with respect to Electronic PHI, to prevent Use or Disclosure of such information other than as provided for by the Underlying Agreement and this Agreement.
- 3.2. **Reporting of Improper Use or Disclosure, Security Incident or Breach.** Change Healthcare will report to Customer any Use or Disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in no event more than fifteen (15) business days following Discovery; provided, however, that the parties acknowledge and agree that this Section constitutes notice by Change Healthcare to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Change Healthcare's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access to, Use or Disclosure of PHI. Change Healthcare's notification to Customer of a Breach will comply with the requirements set forth in 45 C.F.R. § 164.404.
- 3.3. **Change Healthcare's Subcontractors.** If any Subcontractor of Change Healthcare creates, receives, maintains, or transmits PHI on behalf of Change Healthcare for the Services provided to Customer, Change Healthcare agrees to enter into an agreement with such Subcontractor that contains substantially the same restrictions and conditions on the Use and Disclosure of PHI as contained in this Agreement.
- 3.4. **Access to PHI.** To the extent Change Healthcare agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Customer, Change Healthcare will make such PHI available

to Customer within 15 business days of Change Healthcare's receipt of a written request from Customer. Customer is solely responsible for: (a) making all determinations regarding the grant or denial of an Individual's request for PHI contained in a Designated Record Set, and Business Associate will make no determinations; and (b) releasing PHI contained in a Designated Record Set to an Individual pursuant to a request; and (c) all associated costs and liabilities.

- 3.5. **Amendment of PHI.** To the extent Change Healthcare agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Customer, Change Healthcare agrees to make the information available to Customer for amendment within 20 business days of Change Healthcare's receipt of a written request from Customer.
- 3.6. **Accounting of Disclosures.** Change Healthcare will provide to Customer, within 30 business days of Change Healthcare's receipt of a written request from Customer, an accounting of Disclosures of PHI as is required to permit Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.7. **Governmental Access to Records.** Change Healthcare will make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule, the Security Rule, or the Breach Notification Rule.
- 3.8. **Mitigation.** To the extent practicable, Change Healthcare will cooperate with Customer's efforts to mitigate a harmful effect that is known to Change Healthcare of a Use or Disclosure of PHI by Change Healthcare that is not permitted by this Agreement.
- 3.9. **Minimum Necessary.** To the extent required by the "minimum necessary" requirements under HIPAA, Change Healthcare will only request, Use, and Disclose the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.

4. Customer Obligations

Customer will notify Change Healthcare 15 business days, if practicable, prior to the effective date of: (a) any limitations in its notice of privacy practices in accordance with 45 C.F.R. § 164.520; (b) any changes in, or revocation of, permission by an Individual to Use or Disclose PHI; or (c) any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. § 164.522. Customer will make a notification to the extent that the limitation, restriction, or change may affect Change Healthcare's Use or Disclosure of PHI in connection with the Services, and, with respect to those changes described in (b) and (c), Customer will take all necessary measures to ensure that Change Healthcare will not receive any PHI following the date of any changes in or revocation of permission described in (b) or any restriction described in (c) and will assume any associated liabilities.

5. Term and Termination

- 5.1. **Term.** The term of this Agreement commences on the Effective Date and automatically terminates upon the termination of the Underlying Agreement.

5.2. **Termination for Cause.** Upon either party's knowledge of a material breach by the other party of this Agreement, the non-breaching party may terminate this Agreement immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching party detailing the nature of the breach and providing an opportunity to cure the breach within 20 business days. Upon the expiration of the 20 day cure period, the non-breaching party may terminate this Agreement. Termination under this section will terminate this Agreement solely as it applies to the Services giving rise to the material breach.

5.3. **Effect of Termination.**

5.3.1. Except as provided in Section 5.3.2, upon termination of this Agreement for any reason, Change Healthcare will return or destroy all PHI that Change Healthcare or its Subcontractor maintain in any form or format, at Customer's expense.

5.3.2. If Change Healthcare believes that returning or destroying PHI upon termination of this Agreement for any reason is infeasible, Change Healthcare will: (a) extend the protections of this Agreement to the PHI; and (b) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Change Healthcare maintains the PHI.

5.3.3. The rights and obligations of Change Healthcare under Section 5.3 of this Agreement will survive the termination of this Agreement.

6. **Cost Reimbursement**

In the event of a Breach caused solely by Change Healthcare or its employees or subcontractors and notice to Individuals is required pursuant to the Breach Notification Rule, Change Healthcare agrees to reimburse Customer for the reasonable and substantiated costs related to the following: providing notifications to affected individuals, the media, or the Secretary, providing credit monitoring services to the affected individuals, if appropriate, for up to one (1) year, any fines and penalties assessed against Customer directly attributable to a Breach by Change Healthcare or its employees or subcontractors, investigation costs, and mitigation efforts required under the Privacy Rule or Security Rule.

7. **Cooperation in Investigations**

Each party will cooperate in good faith with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

8. **Compliance with Law**

The parties are required to comply with federal and state laws regarding the protection of PHI as defined by HIPAA. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon non-financial terms to amend this Agreement.

9. General

- 9.1. **Construction of Terms.** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Rule, the Security Rule, or the Breach Notification Rule issued by HHS.
- 9.2. **Governing Law.** This Agreement is governed by, and will be construed in accordance with, the laws of the State that govern the Underlying Agreement.
- 9.3. **Assignment.** Neither Customer nor Change Healthcare may assign this Agreement without prior written consent from the other party, which will not be unreasonably withheld; provided, however, either party may assign this Agreement to the extent that they are permitted to assign the Underlying Agreement. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Customer and Change Healthcare.
- 9.4. **Notices.** All notices relating to the parties' legal rights and remedies under this Agreement: (a) will be provided in writing to a party; (b) will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that party by notice to the sending party; and (c) will reference this Agreement.
- 9.5. **Incorporation into Underlying Agreement.** This Agreement modifies and supplements the terms and conditions of the Underlying Agreement, will be considered an attachment to the Underlying Agreement, and is incorporated as though fully set forth within the Underlying Agreement. This Agreement will govern in the event of conflict or inconsistency with any provision of the Underlying Agreement.
- 9.6. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is considered an original and when taken together constitutes one agreement. Facsimile and electronic signatures are considered original signatures for all purposes of this Agreement.
- 9.7. **Relationship of Parties.** Each party is an independent contractor of the other party. Neither party can bind the other party or create any right or obligation for the other party.

Each signatory represents and warrants that it is duly authorized to sign, execute, and deliver this Agreement on behalf of the party it represents.

Change Healthcare Operations, LLC

County of Ventura

Address:

100 Airpark Center Drive E
Nashville, TN 37217

Address:

800 South Victoria Avenue
Ventura, CA 93009
Attn: GSA Procurement

Signed

Signed

Name

Name

Title

Title

Date

Date