



## MASTER AGREEMENT

THIS MASTER AGREEMENT (the "Agreement") is entered into as of January 1, 2023 (the "Effective Date"), by and between Net Health Systems, Inc., with an address at 40 24<sup>th</sup> Street, Pittsburgh, PA 15222 ("Net Health") and San Bernardino County, a political subdivision organized and existing under the constitution and laws of the State of California on behalf of Arrowhead Regional Medical Center, with an address at 400 N Pepper Ave, Colton, CA 92324 ("CUSTOMER").

**WHEREAS**, Net Health owns proprietary software and CUSTOMER desires to obtain use and access of software from Net Health in accordance with the terms of this Agreement; and

**WHEREAS**, Net Health and CUSTOMER desire that this Agreement serve as the Master Agreement with respect to one or more purchase schedule(s) (each a "Purchase Schedule"), the first of which is attached hereto as Exhibit A, setting forth the Software (as such term is defined below), services, service fees and other terms applicable thereto.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, and intending to be legally bound hereby, the parties agree as follows:

### 1. SOFTWARE.

(a) Use and Access of Software. Subject to the terms, conditions and limitations set forth in this Agreement, CUSTOMER shall have the non-exclusive, non-transferable right to use and access the software more fully described in the applicable Purchase Schedule(s) (the "Software") for the term set forth therein, and to receive other related services, if any, supplied by Net Health hereunder for use by the designated sites and healthcare providers/users (each an "Authorized Site/Provider," set forth in the applicable Purchase Schedule.

(b) Limitations. Except as otherwise expressly set forth herein, CUSTOMER receives no right to copy, distribute, disseminate, modify, reverse engineer or license/sublicense the Software or any of component thereof. Payment of the Fees (as defined in Section 5) or any portion thereof does not entitle CUSTOMER, or any of its affiliates, independent contractors, or agents, to use the Software at any location other than an Authorized Site. Subject to the foregoing restrictions and the confidentiality obligations contained in this Agreement, CUSTOMER'S affiliates and those agents and subcontractors of CUSTOMER that have agreed in writing to abide by the terms and conditions of this Agreement may access and/or use the Software solely for CUSTOMER'S benefit hereunder. CUSTOMER at all times shall be responsible and liable to Net Health for any use of the Software by such affiliates, agents or subcontractors.

(c) Title & Ownership of Rights. Title to the Software and all additional programs (including without limitation, reports) developed by Net Health for CUSTOMER hereunder, and all copies thereof are proprietary to Net Health and title thereto remains with Net Health. In addition, CUSTOMER acknowledges that Net Health is the owner of all right, title and interest in the Software and in any derivative works of and improvements upon Software, regardless of any assistance or involvement by agents or employees of CUSTOMER in any such improvements or derivatives.



(d) Denial of Access. CUSTOMER shall be solely responsible to Net Health for the observance and compliance with all terms and conditions of this Agreement by its Authorized Sites/Providers and/or any third party who has been permitted access to the Software as a result of its action or inaction, whether or not such third party is actually permitted to have such access under the terms of this Agreement. Net Health reserves the right to immediately deny, suspend, or terminate CUSTOMER's access to and use of the Software without notice if Net Health reasonably believes any action or omission of CUSTOMER or its Authorized Sites/Providers threatens (i) to breach this Agreement; (ii) the operation, integrity, confidentiality, or security of the Software; (iii) the use of the Software by Net Health or Net Health's other customers; or (iv) to violate applicable law or cause other potential liability or security risk to Net Health.

## 2. INTERFACES.

(a) Net Health agrees to build, as applicable, the interface(s) described in the applicable Purchase Schedule (the "Interface(s)"), if any. All Interfaces are subject to Net Health's standard applicable Interface specifications. Requests to deviate from Net Health's standard applicable Interface specifications will be subject to additional development Fees.

## 3. CONSULTING SERVICES.

(a) Consulting Services. CUSTOMER agrees to accept, and Net Health agrees to provide certain personnel to perform consulting services ("Consulting Services"), if applicable, subject to the terms of this Agreement and as set forth on the applicable Purchase Schedule. Consulting Services may be performed via telephone and other forms of remote correspondence, and may include on-site meetings with CUSTOMER, as further specified in each Purchase Schedule.

(b) Independent Contractor/Relationship of the Parties. In connection with Net Health's performance of any Consulting Services, Net Health and each person provided by Net Health to CUSTOMER hereunder shall act solely as an independent contractor and nothing herein contained shall at any time be so construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture as between CUSTOMER and Net Health or between CUSTOMER and any person provided by Net Health to CUSTOMER hereunder. CUSTOMER will report the amounts paid to Net Health in accordance with applicable tax laws.

## 4. TERM AND TERMINATION.

(a) General. The term of this Agreement ("Term") shall commence on the Effective Date and shall remain in effect until December 31, 2026, subject to earlier termination in accordance with this Agreement.

(b) Purchase Schedule Term. The initial term for each Purchase Schedule shall be as stated in the applicable Purchase Schedule (the "Purchase Schedule Initial Term"). Upon the expiration of the Purchase Schedule Initial Term, unless otherwise provided in the Purchase Schedule, the term shall automatically renew for successive one (1) year terms commencing on the day after the expiration of the then current Term (each a "Purchase Schedule Renewal Term" and together with the Purchase Schedule Initial Term, the "Purchase Schedule Term") at the Fees set forth in Section 5(b) of this Agreement, unless either party elects to terminate the applicable Purchase Schedule at the end of the Purchase Schedule Initial Term or a Purchase Schedule Renewal Term by giving the other party written notice of such election at least



ninety (90) days before the expiration of the then-current Purchase Schedule Term. Notwithstanding the foregoing, no Purchase Schedule Term will extend beyond the Term, and all Purchase Schedules are coterminous with the Agreement Term.

(c) Termination. If CUSTOMER commits a material breach of this Agreement, or Purchase Schedule, and persists in such failure for a period of thirty (30) days after receiving written notice thereof from Net Health, Net Health may terminate this Agreement, or Purchase Schedule, as applicable, upon written notice to CUSTOMER and CUSTOMER shall pay all remaining Fees from the date of termination to the end of the current Term. If Net Health commits a material breach of this Agreement, or Purchase Schedule, and persists in such failure for a period of thirty (30) days after receiving written notice thereof from CUSTOMER, CUSTOMER may terminate this Agreement, or Purchase Schedule, as applicable.

## 5. PAYMENT.

(a) General. In consideration of the Software, Interface(s) Consulting Services, or other services provided by Net Health pursuant to this Agreement, CUSTOMER shall pay to Net Health the amounts provided for in the applicable Purchase Schedule (the "Fee(s)") and in accordance with the payment terms set forth in this Agreement and in the applicable Purchase Schedule(s).

(b) Renewal & Third-Party Fees; Increases. For any Purchase Schedule Renewal Term for either Software, Interfaces and/or maintenance and support fees in connection therewith, the Fees shall be to Net Health's then-current Fees. Net Health may increase Fees at any time in an amount equal to any charges imposed by third parties for any third party components used in connection with the applicable Software, or Interfaces. In addition, Net Health reserves the right to increase Fees at any time; provided; however, any such increase shall not occur more than once in any given twelve month period.

(c) Set Up and Training Fees, Expenses. Unless otherwise provided in the applicable Purchase Schedule, CUSTOMER shall pay to Net Health a one-time fee stated in the attached Purchase Schedule for setup of the Software and training for the applicable Authorized Site. Unless otherwise indicated on the applicable Purchase Schedule, all training and implementation will be performed remotely. If CUSTOMER chooses any Saturday or Sunday training, it will cost an additional \$500.00 per day payable to Net Health. All training hours included on or referenced in a Purchase Schedule expire nine (9) months from the applicable Purchase Schedule Effective Date. If CUSTOMER cancels or reschedules training less than fifteen (15) days prior to the scheduled date of such training, the CUSTOMER will be charged the greater of (i) a \$2500.00 fee with respect to each such cancelled or rescheduled training, or (ii) an amount equal to the monthly Fees for the applicable Software during the length of any such delay in training. CUSTOMER shall also reimburse Net Health for all reasonable expenses incurred by Net Health in providing the training, including, but not limited to, travel, airfare, hotel, mileage, transportation, meals, etc. (to the extent such expenses are acceptable under Net Health's Travel Policy). Expenses will be invoiced as incurred and payment is due upon receipt.

(d) Taxes Not Included. To the extent applicable, the Fees listed in any Purchase Schedule do not include taxes, duties, or other fees, and CUSTOMER shall reimburse Net Health for all such taxes appropriately assessed and paid related to any Software or services provided pursuant to this Agreement, except for those taxes based on Net Health's net income.



(e) Billing Start Date. Unless otherwise stated on the applicable Purchase Schedule, monthly Fees will commence on the Billing Start Date set forth on the Purchase Schedule. On or before the Billing Start Date, Net Health will (i) provision the applicable Software database for CUSTOMER (meaning, the base Software and associated Software database will be deployed); and (ii) create and deliver to CUSTOMER its admin user login information so that CUSTOMER may access the Software. Net Health does not guarantee that any applicable integrations, training, implementation or testing of or relating to the Software will be completed by the Billing Start Date, nor shall any such incompleteness be justification for CUSTOMER's delay or withholding of payment of monthly Fees due under the Purchase Schedule beyond the Billing Start Date.

(f) Late Payment. If any of the undisputed Fees are not paid to Net Health by CUSTOMER when due, then the Software, Consulting Services and Interfaces may not become available to CUSTOMER until such Fees are paid in full. CUSTOMER may only dispute Fees in good faith and must provide written notice of such disputed Fees within ten (10) days of the date of the applicable invoice. Payments not made when due will be subject to interest charges at a rate equal to the lesser of one and one-half percent (1.50%) per month, or the maximum rate allowable by law and will accrue monthly on all outstanding balances until paid. CUSTOMER shall be responsible for paying all costs of collection, including reasonable attorneys' fees, and where lawful, collection agency fees. If payment is not received within sixty (60) days of such payment due date, any and all warranties provided pursuant to the terms of this Agreement shall be voided, and any support and implementation services provided to CUSTOMER pursuant to the terms of this Agreement will be suspended until payment is received. Furthermore, CUSTOMER is aware that in the event CUSTOMER fails to pay all amounts due to Net Health in accordance with the terms and conditions of this Agreement, Net Health will provide CUSTOMER with a copy of its data in a comma delimited file, and CUSTOMER'S access to the Software will be disabled. CUSTOMER ACKNOWLEDGES AND AGREES THAT NET HEALTH SHALL NOT BE LIABLE FOR ANY LOSSES OF TIME, OR FOR ANY OTHER DAMAGES THAT MAY RESULT IN ANY WAY FROM THE DISABLING OF ACCESS TO THE SOFTWARE PURSUANT TO THIS SECTION. Warranties, support, and implementation services, if any and as applicable, shall be fully reinstated when CUSTOMER'S payment is received in full. Except for termination by CUSTOMER in accordance with this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable. In addition to disabling access to the Software, Net Health reserves the right to pursue all remedies as may be available to it at law or in equity.

## **6. CUSTOMER RESPONSIBILITIES.**

(a) CUSTOMER shall be responsible for the following, unless otherwise set forth in the applicable Purchase Schedule: adherence to specified system requirements; running and maintaining all computer network and internet connections necessary for CUSTOMER to use the Software; and all data conversion (if applicable).

(b) CUSTOMER will secure and make available all technical and other resources required for its full and timely participation in the implementation of the Software, including attending training sessions, performing applicable file builds, and complying with other reasonable Net Health instructions regarding the implementation of the Software.

(c) Net Health will not be responsible for any issues resulting from CUSTOMER'S failure to comply with the parties' mutually agreed upon plan for implementing the Software.



(d) CUSTOMER will fully cooperate with Net Health in its performance of the Consulting Services, if applicable, and will at all times provide Net Health with at least one reliable point of contact for purposes of overseeing the Consulting Services. CUSTOMER contact shall possess the skill, knowledge, and/or experience necessary to oversee, engage and understand the Consulting Services.

(e) CUSTOMER will fully evaluate the adequacy and applicability of the advice and practices provided by Net Health to CUSTOMER during the Consulting Services, if applicable, prior to CUSTOMER adopting or implementing the advice or practices into its business and operations.

(f) CUSTOMER assumes all responsibility and liability for the results of its adoption and implementation of the advice and practices provided by Net Health during the Consulting Services, if applicable.

(g) CUSTOMER acknowledges that the Software may use, incorporate or access Third Party Products, or that CUSTOMER may use, incorporate or access Third Party Products in conjunction with CUSTOMER's use of the Software, or any other product or service provided to CUSTOMER by Net Health. To the extent that CUSTOMER uses, incorporates or accesses any Third Party Products that are provided by Net Health to CUSTOMER, CUSTOMER acknowledges that continued usage of such Third Party Product(s) is contingent on Net Health's continued relationship with such Third Party Product vendor and that such use may be subject to additional terms and conditions of the applicable Third Party Product vendor. To the extent CUSTOMER uses, incorporates or accesses any Third Party Products that are not provided by Net Health to CUSTOMER, CUSTOMER represents it has obtained and covenants it will obtain the necessary rights or licenses from the applicable third party vendors to use such Third Party Products and agrees that Net Health shall not be liable for CUSTOMER's failure to obtain such rights or licenses. Net Health makes no representation or warranty with respect to any such Third Party Products. Net Health shall not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of Third Party Products. "Third Party Products" includes, but is not limited to, any product, technology, tool, database, software, works, coding scheme or other intellectual property developed or owned by a third party.

(h) CUSTOMER agrees that it shall use the Software solely in a manner that complies with this Agreement and all applicable laws.

(i) CUSTOMER acknowledges that the Software constitutes part of an information system to be used by CUSTOMER's personnel as an aid to the organization of patient care. The Software is in no way intended, and the information contained therein is not to be used by any party in any way to replace the professional skill and judgment of physicians and other health care providers. The Software is not to be used to guide or determine care provided by physicians and other health care providers, nor as a substitute for an accurate patient medical record and/or sound medical judgment by the treating physician or other health care provider. CUSTOMER's personnel and all healthcare providers are solely responsible for the care of their patients and for determining whether to rely on the data and information contained within the Software. Any reliance for any purpose directly or indirectly related to patient care cannot in any way be controlled by Net Health and CUSTOMER is responsible for verifying the accuracy and completeness of any medical or other similar information contained in, entered into, or used in connection with the Software.



## 7. CONFIDENTIALITY.

(a) CUSTOMER acknowledges that the Software contains proprietary information of Net Health, and such information is deemed confidential/proprietary information, the disclosure of which is restricted by this section. CUSTOMER agrees to maintain the confidentiality of the Software in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of CUSTOMER'S own confidential information. Unless otherwise permitted by this Agreement or required by law, CUSTOMER shall not disclose any of Net Health's confidential or proprietary information to any third party without the prior written consent of Net Health. CUSTOMER further agrees that the confidentiality obligations contained herein shall apply to CUSTOMER's agents and employees that utilize the Software, and that CUSTOMER is wholly responsible for its user's compliance with this provision.

(b) CUSTOMER, its authorized affiliates, agents, and subcontractors shall not sell, transfer, publish, disclose, display, reverse engineer, or otherwise make available to others the Software or any other material relating to the Software. CUSTOMER shall protect the Software, and any other material relating to the Software, from unauthorized access and use, including using passwords made known only to CUSTOMER'S employees who use the Software as a regular part of their employment and giving its employees written notification of the requirements of this section. CUSTOMER shall advise Net Health immediately if CUSTOMER learns or has reason to believe that any of CUSTOMER'S employees, agents, independent contractors, or affiliates has violated or intends to violate the terms of this section, and CUSTOMER will cooperate with Net Health in seeking injunctive or other equitable relief against any such person including giving Net Health access to all relevant documents and the opportunity to interview CUSTOMER'S employees.

8. **USE OF DE-IDENTIFIED DATA.** In further consideration of the CUSTOMER's use and access of the Software, Net Health may use in its business, on a perpetual, irrevocable basis, without obligation to CUSTOMER, de-identified patient data and information that is collected and uploaded to the Software including, but not limited to, patients' gender, age, medical histories and treatment (collectively, the "Data"). Under no circumstances shall Net Health use or disclose personal health information except in the de-identified form as described above and in compliance with HIPAA.

9. **PUBLICITY.** Following execution of this Agreement and during the Term hereof, Net Health shall NOT be permitted to utilize CUSTOMER'S name and logo in marketing materials, customer lists, and in press releases noting that CUSTOMER is a Net Health customer. The foregoing restriction will not apply to any disclosure required by law or regulation, including, but not limited to, disclosures made in accordance with applicable financial reporting standards. CUSTOMER hereby agrees that Net Health may include CUSTOMER's name in a list of multiple customers, as long as: (i) CUSTOMER's name is simply one among many customers; (ii) CUSTOMER's name is listed in plain script, i.e., no logos or stylized scripts are used; (iii) the mention of CUSTOMER's name is relatively inconspicuous; (iv) nothing is done to create the impression that CUSTOMER sponsors or endorses the good or service in question; and (v) Net Health will cease using CUSTOMER's name in any such list upon CUSTOMER's request.

## 10. INDEMNIFICATION; INSURANCE

(a) Each party (as "Indemnifying Party"), agrees to defend, indemnify and hold the other party, its officers, directors, and employees (as "Indemnified Party") harmless from and against any and all incurred



damages, liability, losses and expenses resulting from corresponding third party claims and lawsuits awarded or adjudged to such third party by a court or arbitration panel, or approved in writing by the Indemnifying Party, to the extent arising from the negligent acts or omissions of the Indemnifying Party. Indemnified Party's right to defense and/or indemnification hereunder is conditioned upon the following: prompt notice to Indemnifying Party and demand for payment of any claim for which indemnity and/or defense is sought; control of the selection of counsel, investigation, preparation, defense and settlement thereof by Indemnifying Party; and reasonable cooperation by the Indemnified Party, at Indemnifying Party's request and expense, in the defense of the claim. Indemnified Party shall have the right to participate in the defense of a claim by Indemnifying Party with counsel of the Indemnified Party's choice at the Indemnified Party's expense.

(b) Subject to the indemnification procedures set forth in this section, Net Health agrees to defend, or at its option, settle any action brought against CUSTOMER to the extent that the action is based on a claim that the Software (alone and not in combination with any other software or device) infringes any patent, trademark, copyright, trade secret or other proprietary right belonging to any third party; provided that CUSTOMER notifies Net Health in writing of the infringement claim within thirty (30) days of becoming aware of such claim and gives to Net Health exclusive control of such defense or settlement, at Net Health's expense, and all information and assistance, at Net Health's expense, necessary to enable Net Health to defend or settle such claim. Net Health shall be relieved of liability for any claim of infringement based on the use of the Software other than in compliance with the terms of this Agreement and/or other than as implemented, modified or directed by Net Health. If the Software or any part thereof is, or in the opinion of Net Health may become the subject of such a claim, Net Health may, at its option and at its own expense, take one of the following steps, (i) procure the right for CUSTOMER to continue using the Software which is the subject of the infringement claim, or (ii) replace or modify the Software to make it non-infringing, or (iii) terminate this Agreement and the applicable Purchase Schedule(s). **THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND.**

(c) During the Term, Net Health will carry the following policies: (i) worker's compensation insurance covering all Net Health employees performing services under this Agreement in accordance with the applicable statutory limits; (ii) general commercial liability with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate, and (iii) errors and omissions/cyber liability with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate.

#### **11. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.**

(a) THE SOFTWARE IS INTENDED TO BE USED IN THE CONTEXT OF CERTAIN HEALTHCARE SETTINGS. WHEN USED IN SUCH SETTINGS, CUSTOMER AND ITS AUTHORIZED PROVIDERS ARE ULTIMATELY RESPONSIBLE FOR FOLLOWING ALL APPLICABLE MEDICAL PROTOCOLS AND POLICIES AND FOR ANY MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS. ANY GUIDANCE PROVIDED OR SUGGESTED BY NET HEALTH, THROUGH THE SOFTWARE OR OTHERWISE, THAT MAY BE INTERPRETED AS RELATING TO MEDICAL PROTOCOLS AND POLICIES OR THE MEDICAL CARE OR HEALTHCARE SERVICES RENDERED TO INDIVIDUALS IS PURELY ADVISORY IN NATURE AND SHOULD NOT BE SUBSTITUTED FOR A HEALTHCARE PROVIDER'S PROFESSIONAL JUDGMENT. NET HEALTH DOES NOT WARRANT THAT THE SOFTWARE CAN OR WILL DIAGNOSE ANY MEDICAL CONDITION, DETECT RISK FACTORS RELEVANT TO ANY MEDICAL CONDITION; OR PROVIDE ANY TREATMENT DECISIONS OR RECOMMENDATIONS RELATED TO A MEDICAL CONDITION. NET HEALTH



DISCLAIMS, AND CUSTOMER RELEASES NET HEALTH FROM, ANY AND ALL LIABILITY RELATING TO PERSONAL INJURY, MEDICAL MALPRACTICE, OR OTHER CLAIMS RELATING TO ADHERENCE TO APPLICABLE MEDICAL PROTOCOLS AND POLICIES AND MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS. THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY NET HEALTH. NET HEALTH MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION, REGARDING THE SOFTWARE OR ANY MAINTENANCE OR SUPPORT SERVICES RELATED THERETO, DEVELOPMENT, INTERFACES OR CONSULTING SERVICES AND NET HEALTH SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) In no event shall Net Health be liable to CUSTOMER for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against CUSTOMER, even if Net Health has been advised of the possibility of such damages. Except as set forth below, Net Health's total liability with respect to all causes of action together will not exceed the total amount of Fees paid by CUSTOMER to Net Health under the applicable Purchase Schedule in the twelve (12) months before such claim arose. The foregoing limitation of liability shall not apply to each party's indemnification obligations hereunder (the "Excluded Claims"); provided, however, Net Health's total liability with respect to all Excluded Claims will not exceed three times (3x) the amounts paid to Net Health under the applicable Purchase Schedule in the twelve (12) months before such claim arose.

**12. GOVERNING LAW AND JURISDICTION.** This Agreement and all Purchase Schedules and Exhibits attached hereto shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws principles.

**13. EXHIBITS.** Any exhibit appended to this Agreement is hereby incorporated herein by reference.

**14. FORCE MAJEURE.** Net Health shall not be liable for breach of this Agreement, or any Purchase Schedule, caused by circumstances beyond Net Health's reasonable control.

**15. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**16. NOTICES.** All notices required by this Agreement shall be in writing and shall be delivered by hand, United States Postal Service certified mail, or overnight courier to the other party at such party's address set forth in the opening paragraph of this Agreement, or to such other address as each party may designate in writing.

**17. INTEGRATION.** This Agreement, including all Exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior representations, proposals, discussions, and communications, whether oral or written. This Agreement may





be modified only by a writing signed by both parties. The product specific terms located at [www.nethealth.com/productspecificterms](http://www.nethealth.com/productspecificterms) (to the extent applicable to the software, products or service reflected on a Purchase Schedule) are incorporated herein and shall apply to CUSTOMER's use of such software, products or services.

**18. SURVIVAL.** Sections 1(c), 4, 5, 6, 7, 8, 11, 12 and this Section 18 shall survive any termination or expiration of this Agreement.

**19. ASSIGNMENT.** Without the prior written consent of CUSTOMER, this Agreement is not assignable by Net Health either in whole or in part. Notwithstanding the foregoing, Net Health may assign this Agreement to (i) any affiliate; (ii) any purchaser of any or all or substantially all of the assets of Net Health; or (iii) the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. All terms and conditions contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed effective as of the Effective Date.

**Net Health Systems, Inc.**

**San Bernardino County on behalf of Arrowhead Regional  
Medical Center**

By: \_\_\_\_\_  
Name: Joshua Moyer  
Title: General Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A**  
**TO**  
**Master Agreement**  
**PURCHASE SCHEDULE**

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this January 1, 2023 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") San Bernardino County on behalf of Arrowhead Regional Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of January 1, 2023 executed between the parties (the "Agreement").

Annual SUBSCRIPTION					
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)	3		BILLING START DATE:		January 1, 2023
Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
Arrowhead Regional Medical Center - 400 N Pepper Ave, Colton, California 92324					
AG-EH-ADDHOSP-H Additional EH Hospital Site License	1			\$11,550.00	\$11,550.00
AG-ADOBE-H Adobe Standard monthly subscription	5			\$240.00	\$1,200.00
AG-IBHOSP-H Iron Bridge Immunization Registry Hospital Interface	1			\$2,640.00	\$2,640.00
<b>TOTAL FEES ON PURCHASE SCHEDULE</b> (Applicable Taxes and Expenses Billed Separately)					
			\$0.00		\$15,390.00

**Purchase Schedule Initial Term.** The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue with respect to each of the Software and/or Interface(s) set forth above, as applicable, for the specified number of years set forth above following the Billing Start Date.

**Payment Terms.** One-time Fees are due upon execution of this Purchase Schedule. Annual Fees are payable by CUSTOMER to Net Health on an Annual basis, shall commence on the Billing Start Date and continue thereafter for the Initial Term. Net Health will invoice CUSTOMER, and payments shall be due within fifteen (15) days of the invoice date. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card, and ACH. Additional fees may apply to payments made by credit card. Credit card or ACH payment is required for Monthly Fees totaling \$2,500 or less and in all such cases, CUSTOMER agrees to promptly complete the set up for auto payment of Monthly Fees via credit card, ACH or EFT pull by contacting the Net Health Accounting Department at 1-877-894-9973.



**CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.**

**IN WITNESS WHEREOF**, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

**Net Health Systems, Inc.**

**San Bernardino County on behalf of Arrowhead Regional  
Medical Center**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Joshua Moyer

Name: \_\_\_\_\_

Title: General Counsel

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (BAA) supplements and is made a part of the Agreement by and between the San Bernardino County on behalf of Arrowhead Regional Medical Center (hereinafter Covered Entity) and Net Health Systems, Inc. (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

### RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this BAA by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

#### A. Definitions

Unless otherwise specified herein, capitalized terms used in this BAA shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. **Breach** shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. **Business Associate (BA)** shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. **Covered Entity (CE)** shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. **Designated Record Set** shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. **Electronic Protected Health Information (ePHI)** means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. **Individual** shall have the same meaning given to such term under 45 C.F.R. section 160.103.
7. **Privacy Rule** means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. **Protected Health Information (PHI)** shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.

9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this BAA and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this BAA.
- v. BA and its subcontractor(s) may also Use and Disclose PHI to create de-identified information consistent with the standard for de-identification of PHI set forth at 45 C.F.R. 164.514. BA and its subcontractor(s) shall be permitted to further Use or Disclose such de-identified information provided that such Use or Disclosure is not prohibited by law. The parties understand that properly de-identified information is not PHI and is not subject to the terms and conditions of this BAA.
- vi. BA may use Protected Health Information to perform data aggregation services for CE as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to

comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.
- iv. Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this BAA.

#### 4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this BAA.

#### 5. Reporting of Improper Access, Use or Disclosure or Breach

Every Breach shall be reported no later than five (5) business days upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information, to the extent available, to include but not limited to:
  - a) Date the Breach occurred;
  - b) Date the Breach was discovered;
  - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
  - d) Number of potentially affected Individual(s) with contact information; and
  - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay to determine the following:
  - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
  - b) The unauthorized person who had access to the PHI;
  - c) Whether the PHI was actually acquired or viewed; and
  - d) The extent to which the risk to PHI has been mitigated.
- iii. At the discretion of CE, additional information may be requested.
  - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
  - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available governing State and Federal agencies in a time and manner designated by governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach .

#### 6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a written request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall promptly forward such request to CE.

#### 7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs in writing or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

#### **8. Access to Records**

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

#### **9. Accounting for Disclosures**

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. Upon written request, BA shall provide an accounting of disclosures to CE or an individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

#### **10. Termination**

Upon a party's knowledge of a material breach by the other party, the non-breaching party shall either: (a) provide an opportunity for the other party to cure the breach or end the violation within thirty (30) days of receipt of written notice of such breach or violation, and terminate this BAA if the other party does not cure the breach or end the violation within such thirty (30) day period; or (b) immediately terminate this BAA if the other party has breached a material term of this BAA and cure is not possible.

#### **11. Return of PHI**

Upon termination of this BAA, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this BAA, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this BAA, and to limit any further use, access or disclosures.

#### **12. Breach by the CE**

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this BAA, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the BAA (if feasible) and report the violation to the Secretary of HHS.

#### **13. Mitigation**

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this BAA.

#### **14. Costs Associated to Breach**

BA shall reimburse CE for its reasonable costs and expenses in providing required notifications arising pursuant to a Breach of PHI by BA or its subcontractors or agents, and for credit monitoring services for affected individuals for twelve (12) months.

#### **15. Direct Liability**

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

Intentionally omitted.

**16. Judicial or Administrative Proceedings**

CE may terminate the Contract, effective immediately, if a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

**17. Insurance**

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this BAA.

**18. Assistance in Litigation or Administrative Proceedings**

BA shall reasonably make itself available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

**C. Obligations of CE**

1. CE shall notify BA in writing of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
  - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
  - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
  - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

**D. General Provisions**

**1. Remedies**

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

**2. Ownership**

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

**3. Regulatory References**

A reference in this BAA to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

**4. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**5. Amendment**

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this BAA may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this BAA when and as necessary to comply with applicable laws. If either party does not agree to so amend this BAA within 30 days after



receiving a request for amendment from the other, either party may terminate the BAA upon written notice. To the extent an amendment to this BAA is required by law and this BAA has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this BAA automatically and without further action required by either of the parties. Subject to the foregoing, this BAA may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

**6. Interpretation**

Any ambiguity in this BAA shall be resolved to permit CE and BA to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

**7. Compliance with State Law**

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this BAA or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

**8. Survival**

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this BAA.