

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) entered into on March 28, 2018 (“Execution Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”), which includes the facilities listed in Exhibit A hereto and Premier Healthcare Solutions, Inc., a Delaware corporation, Premier Healthcare Alliance, L.P., a California limited partnership, and their respective subsidiaries to the extent that such subsidiaries act as Business Associates within the meaning of HIPAA (individually and collectively, “Business Associate”) (each a “Party” and collectively the “Parties”).

### **RECITALS**

A. WHEREAS, the Parties have entered into one or more written agreements, and may in the future enter into additional agreements in the future (collectively, the “Services Agreement”) pursuant to which Business Associate provides certain Services (as defined below) for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirement.

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

### **AGREEMENT**

#### **1. DEFINITIONS**

*Approved by the County of Monterey Board of Supervisors on 11/01/16  
and revised on 12/09/16*

**1.1** All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) “Protected Health Information” or “PHI” shall have the meaning specified under HIPAA and mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual or the past, present or future payment for the provision of health care to an Individual; (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the Individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. **PHI includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity involving PHI performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

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(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

**3.1. Responsibilities of Business Associate.** With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any Breach. Such notice shall be provided within three (3) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Unsuccessful Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, use, disclosure, modification or destruction of PHI or intentional interference with system operations in an information system that contains PHI. Notwithstanding any other provision of this BAA, Business Associate shall not be obligated to report to Covered Entity any Unsuccessful Security Incident that is not a Breach. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such Unsuccessful Security Incidents and no additional notification to Covered

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Entity of such Unsuccessful Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an Unsuccessful Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected Individual(s)(as such term is defined under HIPAA), the appropriate government agencies, and, if applicable, the media. Notwithstanding the foregoing, Business Associate shall not be prevented from providing notification Required by Law. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify Individuals or potentially impacted Individuals. Covered Entity shall not notify the media nor disclose publicly information related to a Breach, Security Incident, or unauthorized use or disclosure of PHI naming Business Associate without obtaining Business Associate's prior written approval (which approval shall not be unreasonably withheld) as such notification may interfere with Business Associate's internal investigation and any obligations as Required by Law. Notwithstanding the foregoing, Business Associate's shall reasonably cooperate with Covered Entity in all notification obligations Required by Law;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for the following reasonable costs and expenses: i) reasonable costs in providing any required notification to affected Individuals, and ii) the reasonable costs of credit monitoring for affected Individuals required by applicable law;

(c) Implement reasonable and appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that

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requires such Subcontractors to adhere to at least as restrictive restrictions and conditions as the restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA. The Parties contemplate that Business Associate may disclose PHI to agents and subcontractors, subject to the restrictions, exceptions and other terms and conditions as set forth herein;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with the Privacy Rule. Business Associate has conducted a Service Organization Control 2, Type 1 (“SOC2”) security audit and upon request shall provide Covered Entity with a copy of the most recent SOC2 report. Business Associate will maintain the SOC2 audit with periodic updates to be conducted in accordance with SOC2 requirements.

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an Individual for an accounting of the Disclosures of the Individual’s PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) business days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days’ prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an Individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual. Any denials of access to the PHI request shall be the responsibility of Covered Entity; and

(ii) Upon ten (10) days’ prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45

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C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual. Any denials of amendment of the PHI request shall be the responsibility of Covered Entity;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify the Covered Entity within five (5) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall reasonably cooperate with the Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy> .

**3.3 Responsibilities of Covered Entity.** Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided

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to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

(e) Covered Entity represents and warrants that, to the extent Covered Entity provides PHI to Business Associate, Covered Entity has obtained any consents, authorizations and other legal permission required under HIPAA and other applicable law to the extent necessary or required in order to lawfully provide such PHI to Business Associate.

(f) Covered Entity shall make reasonable efforts to limit the disclosure of PHI to the minimum necessary to accomplish the intended purpose for which the PHI is disclosed.

**3.4 Joint Responsibility.** Each party agrees to use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI when being transmitted from one party to the other pursuant to this BAA, in accordance with the standards and requirements of HIPAA.

#### **4. TERM AND TERMINATION**

**4.1 Effective Date.** This BAA is effective as of the effective date of the first Services Agreement by and between the Parties (the "Effective Date"). Any uses or disclosures prior to the Execution Date but since the Effective Date, if conducted in compliance with Section 2, were and are authorized by Covered Entity.

**4.2 Term.** This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.3 Termination.** Any other provision of the Services Agreement notwithstanding, this BAA may be terminated by either Party upon thirty (30) days written notice to the other Party in the event that such other Party breaches any material provision contained in this BAA and such breach is not cured within such thirty (30) day period.

**4.4 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of the last Services Agreement.

**4.5 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so; provided, however, , that Business Associate may maintain i) any De-Identified Information; and, ii) PHI to the

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extent expressly permitted under applicable law. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Notwithstanding the foregoing, the Parties acknowledge that it is not feasible to return or destroy PHI maintained in Business Associate's aggregated databases and applications. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall: continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and return to Covered Entity or destroy the PHI retained by Business Associate when it is feasible to return or destroy, including when the PHI is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

## 5. MISCELLANEOUS

**5.1 Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2, 4.5, 5.7, 5.10, and 5.11 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

**5.2 Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below.

If to Business Associate, to:

Premier Healthcare Solutions, Inc.  
13034 Ballantyne Corporate Place  
Charlotte, NC 28277  
Attn: Legal Department

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If to Covered Entity, to:

Natividad Medical Center  
Attn: Compliance/Privacy Officer  
1441 Constitution Blvd.  
Salinas, CA 93906  
Phone: 831-755-4111  
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of ten (10) days prior written notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Interpretation.** Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

**5.8 Indemnification.** Each party shall indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage arising out of, or in connection with an unauthorized use or disclosure of PHI, a Breach of PHI, or a Security Incident, caused by the indemnifying party. Except to the extent an unauthorized use or disclosure of PHI arises from a party's gross negligence or willful misconduct, in no event shall either party's total aggregate liability to the other party for claims or damages arising out of this BAA or violation of applicable law, including the indemnification and reimbursement obligations specified above, exceed one million dollars (\$1,000,000.00).

**5.9 Applicability of Terms.** This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of

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this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control. All non-conflicting terms and conditions of this BAA and any other agreement between the Parties remain in full force and effect.

**5.9 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.10 Legal Actions.** Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any action, proceeding, regulatory or governmental orders or actions, involving Covered Entity's PHI or this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

**5.11 Audit or Investigations.** Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws involving Covered Entity's PHI.

**5.12 Signatory Authority.** Covered Entity represents and warrants that it is the legal representative of the facilities listed in Exhibit A hereto with respect to the power to enter into this BAA, and has the right to enter into this BAA on their behalf. Premier Healthcare Solutions, Inc., and Premier Healthcare Alliance, L.P., each represents and warrants that it is the legal representative of its subsidiaries with respect to the power to enter into this BAA, and has the right to enter into this BAA on their behalf. In each case, the Business Associate of record will be the Premier entity actually providing applicable Services. No other Premier entity will be liable, solely by virtue of being a party to this BAA, for any breach by such Business Associate of record of any obligation arising under HIPAA or this BAA in performance of such Services.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

*Approved by the County of Monterey Board of Supervisors on 11/01/16  
and revised on 12/09/16*

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| <p><b>PREMIER HEALTHCARE SOLUTIONS, INC.,</b><br/>on its own behalf and on behalf of its subsidiaries</p> <p>DocuSigned by:<br/><i>Maria Hilsmier</i><br/>45B9250617CE4C9...</p> <p><b>Signature</b></p> <p>Date: <u>3/29/2018</u></p> <p><b>By: Maria Hilsmier</b><br/><b>Title: VP, Chief Privacy Officer</b></p>   | <p><b>County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center</b></p> <p>_____</p> <p><b>Signature</b></p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> |
| <p><b>PREMIER HEALTHCARE ALLIANCE, L.P.,</b><br/>on its own behalf and on behalf of its subsidiaries</p> <p><b>By: Premier Services, LLC, its general partner</b></p> <p>DocuSigned by:<br/><i>Maria Hilsmier</i><br/>45B9250617CE4C9...</p> <p><b>Signature</b></p> <p>Date: <u>3/29/2018</u></p> <p><b>By: Maria Hilsmier</b><br/><b>Title: VP, Chief Privacy Officer</b></p> |  |

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EXHIBIT A

| Entity Code | Name | City | State | Medicare ID Number |
|-------------|------|------|-------|--------------------|
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