ORACLE HEALTH
SUPPLIER BUSINESS ASSOCIATE AGREEMENT

This Oracle Health Supplier Business Associate Agreement ("**SBAA**") amends the Agreement between the Supplier and Oracle Health. Capitalized terms used but not defined herein shall have the meanings ascribed in the Agreement, or under HIPAA, as applicable. Supplier and Oracle Health may be referred to individually as a "**Party**" or, collectively, as the "**Parties**" in this Contract.

Now therefore, the Parties agree the Agreement is hereby amended as follows:

1. The Supplier may access, receive, maintain, or transmit Oracle Health's customers' protected health information and electronic protected health information (together "**PHI**") as defined by the Health Insurance Portability and Accountability Act of 1996 and its regulations ("**HIPAA**"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH Act**"). Accordingly, the Supplier will implement the following practices and controls to protect the privacy and security of such PHI in addition to those specified in the Oracle Health Supplier Information and Physical Security Standards ("**OH SSS**"):
    a. Not use or further disclose PHI other than as permitted or required by the Agreement.
    b. Use reasonable safeguards and comply with the requirements of 45 C.F.R. § 164 Subpart C with respect to PHI to prevent the use or disclosure of PHI other than as provided in the Agreement. Supplier will provide a detailed description of how it implements such safeguards and controls upon Oracle Health's request.
    c. Report to Oracle Health any known use or disclosure of PHI in violation of the terms of this SBAA within twenty-four (24) hours of discovery of such use or disclosure, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and Security Incidents (as defined by 45 C.F.R. § 164.304) (collectively "**Breach**").
    d. To the maximum extent practicable, mitigate and take measures to remediate any harmful effects that are known to Supplier of any Breach and the effects thereof.
    e. Ensure that any of Supplier's subcontractors that access, receive, maintain, or transmit PHI agree in writing, in all material respects, to the same restrictions and obligations that apply to Supplier herein. If Supplier knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation(s) of the contract executed with Supplier in accordance with the preceding sentence, Supplier will promptly require the subcontractor to cure the breach or end the violation. If such steps are unsuccessful, Supplier shall terminate the subcontractor contract, or cease all subcontractor services, and demand that PHI is immediately returned to the Supplier.
    f. Refer to Oracle Health any requests Supplier receives from individuals to (i) inspect or obtain a copy of their PHI in accordance with 45 C.F.R. § 164.524 and (ii) have their PHI amended in accordance with 45 C.F.R. § 164.526.

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g. Document such disclosures and related information that would be required for Oracle Health to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

h. Make available to Oracle Health the information required to provide an accounting of Supplier's disclosures of PHI in accordance with 45 C.F.R. § 164.528.

i. Make its internal practices, books and records relating to the use and disclosure of such PHI available to Oracle Health and the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining Oracle Health's and/or the customer's compliance with 45 C.F.R. § 164.504(e).

j. When using or disclosing PHI or when requesting PHI from Oracle Health, the Parties shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

k. Keep informed of guidance issued by the Secretary of the United States Department of Health and Human Services with respect to what constitutes minimum necessary.

l. Not access, store, share, maintain, transmit, use or disclose PHI in any form via any medium with any entity or person, including the Supplier's employees and subcontractors, beyond the boundaries and jurisdiction of the United States without express written authorization from Oracle Health.

m. Not use PHI for marketing purposes or sell PHI.

n. To the extent that Supplier is to carry out any of Oracle Health's or its customers' obligations under the Privacy Rule pursuant to the terms of the Agreement or this SBAA, Supplier shall comply with the requirements of the Privacy Rule that apply to Oracle Health in the performance of such obligation(s).

o. Comply with the additional Oracle Health customer requirements as set forth in an Oracle Health SOW or Work Order as applicable.

p. Comply with applicable 42 C.F.R. Part 2 requirements to the extent that the Supplier has access to, receives, stores, processes, or otherwise handles substance use disorder treatment records ("Part 2 Records") in performance of the services. Supplier shall, as necessary, resist in judicial proceedings any efforts to obtain access to patient identifying information in Part 2 Records, except as expressly permitted by 42 CFR Part 2. Supplier shall promptly notify Oracle Health before taking any action and act only upon Oracle Health's instructions in connection with any such efforts to obtain access. In addition to the requirements in this Section 1.p., all Supplier PHI obligations in this BAA and the Agreement apply to any Part 2 Records.

2. Supplier shall defend, indemnify and hold harmless Oracle Health, its officers, directors, employees and clients from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) incurred by Oracle in connection with any claim arising out of Supplier's (i) failure to protect PHI from unauthorized use or disclosure and (ii) other act or omission in contravention of this SBAA. In

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the event that a Breach is identified and it is determined that, (i) individual or public notification is required and (ii) that the requirement for notification is due to the acts or omissions of Supplier, its subcontractors or agents, Supplier shall be responsible for the reasonable costs incurred by Oracle Health or customer to meet all federal and state legal and regulatory disclosure and notification requirements including but not limited to costs for investigation, risk analysis, any required Individual or public notification, fines and mitigation activities. This SBAA is excluded from any limitation of liability in the Agreement.

3. The Parties agree that the terms of this SBAA will prevail in the event of any inconsistencies with any terms of the Agreement.
4. The terms and conditions of this SBAA shall survive termination of the Agreement.
5. Oracle Health may terminate the Agreement if Supplier is in material breach of the obligations stated in this SBAA and fails to correct the breach within fifteen (15) days of written specification of the breach.
6. Upon termination of the Agreement or this SBAA, Supplier shall return or destroy all PHI (i) received from Oracle Health or its customer, or (ii) created or received by Supplier on behalf of Oracle Health or a customer. Supplier shall retain no copies of the PHI. Supplier will certify that such return or destruction has been completed no later than thirty (30) calendar days following the effective date of termination.
7. If it is infeasible for Supplier to return or destroy the PHI upon termination of the Agreement or this SBAA Supplier shall: (i) extend the protections of this SBAA to such PHI, and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Supplier maintains such PHI.
8. Notwithstanding the foregoing, at any time during the term of the Agreement, upon request by Oracle Health, Supplier will return or destroy all PHI relating to a particular customer. Supplier will certify that such return or destruction has been completed no later than thirty (30) calendar days following Oracle Health's request.

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