



## AMENDMENT 3 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the Software License Agreement dated July 30, 1999 between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and Hidalgo County (hereinafter referred to as "Customer") with offices at 100 E Cano, 5th Floor, Edinburg, TX 78539-4582 and shall be effective as of September 21, 2010.

Customer and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
2. AMEND the Software Schedule as follows:

S/O ITEM	CPU ACTION	SKU	PRODUCT DESCRIPTION	SITE TYPE LIST FEE	ANNUAL FEE
64600	Single PC	--	HIDALGO COUNTY, EDINBURG, TX	Install/Access Site	
3.	Renew	CGS-CMS	Core Grouping Software - CMS Grouper Software	\$4,632.00	\$4,400.40

#### FEE SUMMARY:

ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	\$4,400.40
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$0.00
**TOTAL CONSULTING SERVICES FEES:	\$0.00
<b>TOTAL THIS AMENDMENT:</b>	<b>\$4,400.40</b>

THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE LISTED BELOW OR DECEMBER 31, 2010, WHICHEVER OCCURS FIRST.

In the event Customer delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

† Includes content from one or more third party products. Third Party Content requires 3M to pass through modified terms and conditions applicable to its Content. If 3M provides Third Party Content to Customer that is accompanied by its own license agreement (e.g., "shrink-wrap" or "click wrap" terms and conditions) such Third Party Content license agreement shall control Customer's use of the Third Party Content. 3M warranties do not extend to any Third Party Content.

Deletion = ◆ Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Customer Installed

4. DELETE Section 9.1.1 from the terms and conditions in its entirety, and REPLACE with the following Section 9.1.1.
 

9.1.1 License Term Extension. Customer agrees to license the Software listed in this Agreement from 3M for an extended Five (5) Year term ending September 20, 2015 ("Extended Term"). After the Extended Term, this Agreement, and the License granted under Section 2.5, shall automatically renew for successive one (1) year terms, unless either party gives the other sixty (60) days written notice prior to the applicable renewal date requesting termination of this Agreement.
5. ADD Exhibit A, Business Associate Addendum.

(Signatures to Follow)

(Intentionally Left Blank for Signatures)

Customer has read this Amendment, each Exhibit, and Attachment hereto. To indicate Customer's acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Customer have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

HIDALGO COUNTY

3M COMPANY



BY

NAME	NAME
TITLE	James R. McDonough
DATE	Pricing and Contracting Director
	DATE
	July 16, 2010

PLEASE FAX YOUR PURCHASE ORDER IN THE AMOUNT OF \$4,400.40 AND THE SIGNED AGREEMENT TO: (651) 732-8469

ISSUE DATE:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:
7/16/2010 JS	*****			
REVISION DATE:	SLA TYPE :	001643	2740493	99-0928 AN
	SLA 10/98			

EXHIBIT A  
BUSINESS ASSOCIATE ADDENDUM

## 1. Parties:

Hidalgo County  
Software License Agreement #99-0928  
100 E Cano, 5th Floor  
Edinburg, TX 78539-4582  
("Covered Entity")

3M Company, together with its subsidiaries and affiliates  
575 West Murray Boulevard  
Murray, UT 84123-4611  
("Business Associate")

## 2. Purpose:

Business Associate may provide certain services as set forth in the Software License Agreement ("Agreement") to Covered Entity which may require the provision by Covered Entity of Protected Health Information ("PHI") and/or Electronic Protected Health Information ("E PHI") to Business Associate. As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Information Insurance Portability and Accountability Act of 1996 ("HIPAA").

Business Associate and Covered Entity intend to comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively) and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act"). Therefore, to the extent required by HIPAA, and the HITECH Act, and the regulations promulgated thereunder, Business Associate agrees to maintain the confidentiality of PHI and E PHI it receives from Covered Entity, if any.

## 3. Definitions:

Terms used in this Addendum shall have the same meaning as those terms in the Privacy and Security Regulations or the HITECH Act.

The terms Protected Health Information or PHI and Electronic Protected Health Information or E PHI when used in this Addendum shall have a meaning as defined by the Privacy and Security Regulations or the HITECH Act, but for the purposes of this Addendum shall be limited to PHI and/or E PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Wherever the term PHI is used in a provision in this Addendum, it shall mean, include and be applicable to E PHI. Wherever the term E PHI is used, it shall mean and be applicable to E PHI only.

## 4. Obligations and Activities of Business Associate: Business Associate agrees, that with respect to PHI, it will:

- a. not use or further disclose PHI other than as permitted or required by this Addendum or as Required By Law;
- b. use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Addendum. Without limiting the generality of the foregoing, Business Associate will:
  - (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of E PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;
  - (ii) Ensure that any agent, including a subcontractor, to whom it provides such E PHI agrees to implement reasonable and appropriate safeguards to protect it; and
  - (iii) Report to the Covered Entity any Security Incident related to an information system containing PHI of which it becomes aware;
- c. report to Covered Entity, without unreasonable delay, any use or disclosure of the PHI not provided for in this Addendum of which it becomes aware;
- d. to the extent Business Associate maintains or otherwise holds, uses or discloses Unsecured PHI, as defined under the HITECH Act, or guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), without unreasonable delay, notify

Covered Entity of any Breach (as defined under the HITECH Act) of Unsecured PHI of which Business Associate becomes aware Such report shall include at least, to the extent known, the identity of each individual whose information was, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach,

- e. ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same PHI restrictions and conditions that apply to Business Associate through this Addendum with respect to such PHI;
  - f. make available PHI maintained by Business Associate or its agents in accordance with this Addendum to Covered Entity upon reasonable notice and in accordance with applicable law in order to meet the requirements of 45 CFR §164.524;
  - g. to the extent Business Associate maintains PHI in a Designated Record Set, incorporate any amendments or corrections to such PHI in accordance with applicable law and to the extent applicable to this Addendum that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity; Any such amendment or correction made to PHI in a Designated Record Set at the direction of the Covered Entity shall be the responsibility of the Covered Entity.
  - h. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or Section 13401(c)(3) of the HITECH Act;
  - i. make available to Covered Entity the information collected in accordance with Section 4(g) of this Addendum as is in the possession of Business Associate to satisfy the applicable requirements for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or Section 13401(c)(3) of the HITECH Act;
  - j. make internal practices, books, and records, relating to the use and disclosure of PHI received from Covered Entity, available to the Secretary of the United States Department of Health and Human Services, in a reasonable time and manner or as designated by the **Secretary, for purposes of the Secretary determining Covered Entity's compliance with applicable law; and**
  - k. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
5. Permitted Uses and Disclosures by Business Associate: Business Associate acknowledges that it may have statutory duties under the HITECH Act and Business Associate will comply with all applicable duties under the HITECH Act. Effective February 17, 2010, Business Associate will comply with all applicable provisions of 45 CFR §§164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Standards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 CFR §164.312 ("Technical Safeguards"), Business Associate shall consider applicable guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI:

- a. on behalf of, or to provide services to, Covered Entity, as provided for in the Agreement and in accordance with the Privacy Rule; Business Associate shall request, use and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure;
- b. for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that, In the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that it will remain confidential, be used or further disclosed only as required by law or for the purpose for which it was disclosed, and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached ;
- c. to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and
- d. to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
- e. As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive remuneration in exchange for PHI unless permitted by the HITECH Act or regulations issued by the Secretary, except that any remuneration received by Business Associate for activities involving the exchange of PHI that the Business Associate undertakes on behalf of Covered Entity under the Agreement shall not be a violation of this Section.

6. Obligations of Covered Entity: Covered Entity shall:

- a. Not provide Unsecured PHI to Business Associate. Any Secured PHI, as defined under the HITECH Act and guidance issued by the Secretary, disclosed by Covered Entity to Business Associate shall be secured by a technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals.
- b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
- d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI; and
- e. provide only Secured PHI, as defined under the HITECH Act or guidance issued by the Secretary, to Business Associate. Any Secured PHI disclosed to Business Associate shall be secured by a technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary **specifying the technologies and methodologies that render PHI "secured" as set forth in the HITECH Act.**

7. Term and Termination

- a. Term. The Term of this Addendum begins on the Effective Date (above), and ends when the Agreement between Covered Entity and Business Associate has terminated or all PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, whichever is later.
- b. Termination for Cause. If Business Associate breaches a material term of this Addendum, Covered Entity has the right, but not the obligation to either:
  - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation;
  - (2) Immediately terminate the underlying Agreement(s) between Covered Entity and Business Associate; however, all rights and obligations arising prior to such termination shall remain in effect. All other Agreements between Covered Entity and 3M Company shall remain in effect in accordance with their terms; or
  - (3) report the violation to the Secretary in accordance with applicable law only in cases where neither termination nor cure are feasible.
- c. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this Addendum.
  - (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the security protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Miscellaneous

- a. Third Party Beneficiaries: Nothing expressed or implied in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.
- b. Regulatory References. A reference in this Addendum to a section in the Privacy Rule or the Security Regulations means the section as in effect or as amended.
- c. This Addendum supersedes and replaces any other agreement terms with 3M Health Information Systems with respect to the terms and

obligations relating to HIPAA and PHI.

- d. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- e. Survival. The respective rights and obligations of Business Associate under Section 7.c of this Addendum shall survive the termination of this Addendum.
- f. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy and Security Regulations.

3M BAA 04JAN2010

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