



Contract

Commodity or Service: Request for Bid for Health Insurance Plan Satisfaction
Survey and Ranking Reports

Request for Bid/Proposal No: ETB0011
Amendment 1

Morpace Inc

Contract Period: January 30, 2012 through December 31, 2012 with an option of four (4) one year renewals

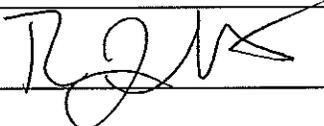
1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds, and the contractor whose name, address, and principal officer appears below;
2. Whereby the Department of Employee Trust Funds, agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above; and in accordance with the contractor's bid submitted on this request for bid; which request for bid is hereby made a part of this contract;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than twenty-five (25) employees are exempted from this requirement.

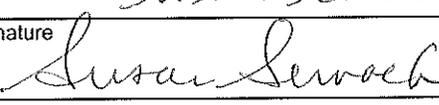
Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the contracting agency. Technical assistance regarding this clause is provided by the Wisconsin Office of Contract Compliance, Department of Administration, P.O. Box 7867, Madison, WI 53707-7867, (608) 266-5462.
5. The order of precedence is: the official purchase order; this contract / Amendment 1 dated January 30, 2012; Request for Bid (RFB) ETB0011 November 28, 2011 (including all appendices and amendments); Business Associate Agreement; and Morpace Inc's response to RFB dated January 6, 2012.

**Contract Number: ETB0011 Request for Bid for Health Insurance
Plan Satisfaction Survey and Ranking Reports**

Request for Bid/Proposal: ETB0011 Amendment 1

Morpace, Inc

State of Wisconsin Department of Employee Trust Funds	
Department of Employee Trust Funds	
By (Name)	Robert J. Marchant
Signature	
Title	Deputy Secretary, Department of Employee Trust Funds
Phone	(608) 266-9854
Date (MM/DD/CCYY)	02-09-2012

To be Completed by Contractor	
Legal Company Name	Morpace Inc
Trade Name	Morpace
Taxpayer Identification Number	38-2953319
Company Address (City, State, Zip)	31700 Middlebelt RD STE 200 Farmington Hills MI 48334-2375
By (Name)	Susan Semack
Signature	
Title	Vice President
Phone	248-737-3215
Date (MM/DD/CCYY)	1-31-12

January 30, 2012

Amendment #1: ETB0011 ETF Health Insurance Plan Satisfaction Survey and Plan Ranking Reports contract with Morpace Inc

1. Section C. Part 2.0 Implementation Timeline as stated in Exhibit 1. New exhibits will be issued as needed by mutual agreement.



Exhibit 1 – ETB0011

**2012 State of Wisconsin ETF CAHPS Survey
Study Timeline**

Below are targeted dates for the planning, execution, data processing, and reporting of the 2012 State of Wisconsin ETF Health Insurance Satisfaction Study.

Updated 2/1/2012

Planning and Data Collection Activity	Targeted Completion Dates	Responsibility
Weekly Meetings	Ongoing - Tuesdays at 10am	Morpace & ETF
Estimated Sample Counts and # of Plans	Week of February 6	ETF
Finalize 2012 Contract	Week of January 30	ETF/Morpace
Review of Draft survey (content, question order, and approval of supplemental questions)	Week of February 6	ETF/Morpace
Sample Delivery	Week of February 6 (subscriber database); Email addresses February 20	ETF
Formatted survey (content, question order, overview, layout, mail materials and Internet format in review at ETF)	February 8	ETF
Finalized Internet and Mail survey	February 13	ETF
Complete draft of Pre-notification letter	February 13	ETF/Morpace
Preparation of Sample	Week of February 13	Morpace
Approval of Pre-notification letter	February 13	ETF
Program Internet Survey	February 14-17	Morpace
Draw Sample	February 21-22	Morpace
Internal testing of Internet survey	February 20 & 21	Morpace/ETF
Approval of Sample Selection (e.g., counts by plan for Replicate 1)	February 23	ETF
Testing of Internet Survey and SPAM filters (Buddy Test)	February 22 & 23	Morpace/ETF
Complete Validity test on test completes	After test data before going live	Morpace/ETF
Send out email to Replicate 1	February 28	Morpace (sample A)
	Soft launch (send in small batches throughout the day, stop and check live data)	Morpace/ETF
Send out Pre-notification letters to Replicate 1	February 29	Morpace (sample B)
Send email reminder #1	March 1	Morpace (sample A)



Exhibit 1 – ETB0011

Planning and Data Collection Activity	Targeted Completion Dates	Responsibility
Send email reminder #2	March 6	Morpac (sample A)
Preliminary Data File	March 7	Morpac
Finalize mail survey amount/Prepare mailing database for Replicate 1	March 2	Morpac Create eligible sample file for all non completes from sample A & sample B
Production of Mail Surveys	March 2-16	Morpac
Send Mail surveys to non-responders of Replicate 1	March 16	Morpac
Monitor returns and completes	continuous thru data collection	Morpac/ETF
Determine need for Rep2	April 2	Morpac/ETF
Send Email Invitation to Replicate 2	April 4	Morpac
Send email reminder #1	April 10	Morpac
Send email reminder #2	April 13	Morpac
Send out Pre-notification letters to Replicate 2	April 13	Morpac (sample B)
Send Mail surveys to non-responders of Replicate 2	April 23	Morpac
Determine need for Rep3	May 12	Morpac/ETF
Survey Cut-off	June 1	Morpac
First Draft –updating “It’s Your Choice Booklet” (report shell only)	June 1	ETF
Data Processing Begins	June 4	Morpac
Deliver final datafiles in /SAS/Excel	June 12	Morpac
Open-end Final Verbatim File – Compiled	June 15	Morpac/ETF
HEDIS data received/compiled for composite chart/rating	June 18	ETF
First Draft of Report Card populated with survey data	June 25	ETF
Approval of Report Card	July 9	ETF
Determination of any plans being eliminated	August 28	Morpac/ETF
First draft of Supplemental Report Card	July 27	Morpac
Draft of Individual Health Plan Report Template	October	ETF
Approval of Individual Health Plan Report Template	October	Morpac
Delivery of Individual Health Plan Reports (GIB)	November 15	Morpac

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is by and between MORPACE, Inc. ("MORPACE") and the Wisconsin Department of Employee Trust Funds ("ETF"), and acting on behalf of the State of Wisconsin.

RECITALS:

WHEREAS, ETF and MORPACE have executed a contract, ET0011, pursuant to which MORPACE provides Health Insurance Plan Satisfaction Survey and Ranking Report Services to ETF ("Underlying Contract"), and in connection with those services ETF discloses or allows the disclosure to MORPACE of certain information that is subject to protection by the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 as passed as part of ARRA ("HITECH") and their implementing regulations, Title 45, Parts 160 through 164 of the Code of Federal Regulations, as well as by laws and administrative rules of the State of Wisconsin; and

WHEREAS, with respect to its activities pursuant to the Underlying Contract, MORPACE is ETF's Business Associate as that term is defined by HIPAA; and

WHEREAS, it is the intent of this Agreement to comply with state law and with the federal regulations implementing HIPAA and HITECH concerning the privacy, security and transaction standards in 45 C.F.R. Parts 160 to 164, inclusive,

WHEREAS, ETF and MORPACE agree to incorporate the terms of this Agreement into the Underlying Contract and agree to incorporate this Agreement into any associated addenda and contract extensions, in order to comply with HIPAA, HITECH and state law.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, ETF and MORPACE hereby agree as follows:

DEFINITIONS:

It is the intent of this Agreement to comply with the federal regulations implementing HIPAA and HITECH concerning the privacy, security and transaction standards, including the definitions in 45 C.F.R. Parts 160 to 164, inclusive, as applicable. This Agreement also addresses compliance with Wisconsin laws on confidentiality of personal information. In particular, the following words and phrases in this Agreement have the meanings set forth below, unless the context clearly requires otherwise:

"ARRA" means the American Recovery and Reinvestment Act of 2009.

"Individual Personal Information" has the meaning set forth in Wis. Admin. Code § ETF 10.70 (1).

"Medical Record" has the meaning set forth in Wis. Admin. Code § ETF 10.01 (3m).

"Personal Information" is information that can be used to identify a person and includes, without limitation, **Individually Identifiable Health Information, Individual Personal Information, Medical Records and Protected Health Information.**

"Third Party" means a party other than a subcontractor or agent that ETF has approved.

PART I – OBLIGATIONS OF MORPACE

A. Uses and Disclosures. MORPACE may use or disclose Personal Information it creates for or receives from ETF or any other Business Associate of ETF for only the following, limited purposes:

1. Permitted Uses and Disclosures of Personal Information. MORPACE is permitted to use and disclose Personal Information:

- (a) To provide Health Insurance Plan Satisfaction Survey and Ranking Report services in accordance with the Underlying Contract.
- (b) Subject to the limitations on Uses and Disclosures outlined in this Business Associate Agreement, specifically including the State Law Restrictions in Part I, Section B, MORPACE is authorized to use and disclose Personal Information as necessary for MORPACE's proper management and administration, to carry out MORPACE's legal responsibilities, and as otherwise Required by Law.

2. Prohibition on Unauthorized Use or Disclosure.

MORPACE will not use or disclose Personal Information it creates for or receives from ETF or from another Business Associate of ETF, except as authorized or required by this Agreement or as Required by Law or as otherwise authorized in writing by ETF, including, without limitation, marketing and solicitation of business outside the Underlying Contract and disclosure of such information to third-parties.

3. Compliance with Regulations. MORPACE will comply with:

- (a) 45 C.F.R. Parts 160 to 164, inclusive, as applicable to a "business associate" of a "Covered Entity" and any other regulations adopted pursuant to HIPAA and HITECH; and
- (b) Applicable State Law not preempted by 45 C.F.R §§ 160.201 to 160.203, inclusive, or any other federal law.

4. State Law Restrictions. MORPACE shall comply with Wis. Stat. §§ 40.07 and 134.98 with respect to information MORPACE creates for or receives from ETF or from any other Business Associate of ETF. In particular:

- (a) Any Third Party request, including a subpoena, for disclosure of Personal Information, including, without limitation, Medical Records or Individually Identifiable Health Information, shall be referred to ETF in a timely manner; and
- (b) MORPACE shall not disclose to any Third Party Individual Personal Information which ETF itself may not disclose pursuant to Wis. Stat. § 40.07(1), or of Medical Records that ETF itself may not disclose pursuant to Wis. Stat § 40.07(2).

B. Compliance with Standard Transactions.

1. Standard Transactions Conducted By MORPACE. If MORPACE conducts, in whole or in part, transactions, for or on behalf of ETF that are covered by 45 C.F.R Part 162, MORPACE will comply with the applicable HIPAA transactions standards, and will require any subcontractor or agent involved with the conduct of such transactions to provide reasonable assurances, evidenced by written contract, that it will comply with each applicable requirement of 45 CFR Part 162. Further, MORPACE will require that each of its subcontractors or agents provide assurances, by written contract, that it will not enter into a Trading Partner Agreement, in connection with its conduct of Standard Transactions for and on behalf of ETF that:

- (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- (b) Adds any data element or segment to the maximum data set;
- (c) Uses any code or data element that either is not in the Standard Transaction's implementation specification or is marked "not used" by the Standard Transaction's implementation specifications;
- (d) Changes the meaning or intent of the Standard Transaction's implementation specifications; or
- (e) Otherwise violates 45 CFR §162.915.

2. Communications Between the Parties. Communications between ETF and MORPACE that are required to meet HIPAA transactions standards will meet the standards set by 45 CFR Part 162. For all other communications, the forms, tape formats or electronic formats used shall be those mutually agreed upon by ETF and MORPACE.

C. Information Safeguards. MORPACE will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of Personal Information under the control of MORPACE, and to prevent intentional or unintentional non-permitted or violating use or disclosure of Protected Health Information. MORPACE will document and keep these safeguards current and furnish documentation of the safeguards to ETF upon request. These safeguards will comply with HIPAA, HITECH and their implementing regulations.

D. Reporting of Breach, Improper Use or Disclosure and Security Incidents.

Reporting of Breach, Improper Use or Disclosure. MORPACE will report to ETF the discovery of any breach, use or disclosure of Personal Information, not allowed by this Agreement or in violation of 45 C.F.R. Part 164 or HITECH. An occurrence of a breach, improper use or disclosure or security incident is considered to be discovered as of the first day on which such occurrence is known to MORPACE, or, by exercising reasonable diligence, would have been known to MORPACE.

1. MORPACE shall provide notice to ETF of the occurrence. The notice shall include the identification of each individual whose unsecured Personal Information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during such occurrence.
2. Within one business day of the discovery, MORPACE shall notify ETF's Privacy Officer. MORPACE shall immediately conduct an investigation and report in writing within four business days the following information:
 - (a) The name and contact information of each individual whose Personal Information has been or is reasonably believed to have been accessed, acquired or disclosed during the occurrence.
 - (b) A brief description of what happened, including the date of the occurrence and the date of the discovery of the occurrence, if known.
 - (c) A description of the types of Personal Information that were involved in the occurrence (e.g., full name, date of birth, Social Security number, account number).
 - (d) A brief description of what MORPACE is doing to investigate the occurrence, to mitigate losses and to protect against further occurrences.
 - (e) The actions MORPACE has undertaken or will undertake to mitigate any harmful effect of the occurrence.
 - (f) A corrective action plan that includes the steps MORPACE has taken or will take to prevent similar occurrences.
3. At ETF's option, MORPACE will be responsible for notifying individuals of the occurrence when ETF requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, improper use or disclosure, including, without limitation, credit

monitoring services. MORPACE must obtain ETF's approval of the time, manner and content of any such notifications, provide ETF with copies of the notifications, and provide the notifications within sixty (60) days after discovery of the breach, improper use or disclosure. MORPACE shall have the burden of demonstrating to ETF that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification to affected individuals after the discovery of the breach by ETF or MORPACE.

E. Duty to Mitigate Effect of Misuse or Unauthorized Disclosure and Notify Members of Unauthorized Acquisition:

1. MORPACE will mitigate, as required by HIPAA, HITECH, state law and this agreement, to the extent practicable, any harmful effect that is known to MORPACE of a breach, improper use or unauthorized disclosure reported pursuant to subsection D of this section.
2. MORPACE will comply with the provisions of Wis. Stat. §134.98 and any subsequently adopted state law regarding mitigation of privacy breaches, and shall ensure by written contract that any subcontractor or agent with whom it contracts to carry out the provisions of the Underlying Contract also complies with the provisions of Wis. Stat. §134.98 and any subsequently adopted law regarding mitigation of privacy breaches.

F. Minimum Necessary. MORPACE will make reasonable efforts to use, disclose, or request only the minimum amount of Personal Information necessary to accomplish the intended purpose and shall comply with regulations issued pursuant to HIPAA and HITECH. Internal disclosure of such information to employees of MORPACE shall be limited only to those employees who need the information and only to the extent necessary to perform their responsibilities according to the Underlying Contract and this Agreement.

G. Disclosure to MORPACE's Subcontractors and Agents. MORPACE shall require any of its agents or subcontractors to provide reasonable assurance, evidenced by written contract, that the agent or subcontractor will comply with the same privacy and security obligations as MORPACE with respect to such Personal Information. Before entering into such a contract with an agent or subcontractor, MORPACE shall obtain from ETF approval of the contract.

H. Access, Amendment and Disclosure Accounting.

1. Access. At the direction of ETF, MORPACE agrees to provide access to any Protected Health Information held by MORPACE which ETF has determined to be part of ETF's Designated Record Set, in the time and manner designated by ETF, so that ETF may meet its access obligations under HIPAA and HITECH. All fees related to this access, as determined by MORPACE, are the responsibility of the individual requesting the access.
2. Amendment. At the direction of ETF, MORPACE agrees to amend or correct Protected Health Information held by MORPACE and which ETF has determined to be part of ETF's Designated Record Set, in the time and manner designated by ETF, so that ETF may meet its amendment obligations pursuant to HIPAA and HITECH. All fees related to this amendment, as determined by MORPACE, are the responsibility of the individual requesting the access.
3. Documentation of Disclosures. MORPACE agrees to document such disclosures of Protected Health Information and information related to such disclosures so that ETF may meet its obligations under HIPAA and HITECH.

4. Accounting of Disclosures.

- (a) MORPACE shall maintain a process to provide ETF an accounting of disclosures of Protected Health Information for as long as MORPACE maintains Protected Health Information received from or on behalf of ETF. MORPACE agrees to provide to ETF or to an individual, in a time and manner designated by ETF, information collected in accordance with Subsection 3 above, to permit ETF to properly respond to a request by an individual for an accounting of disclosures pursuant to HIPAA and HITECH.
- (b) Each accounting will provide:
 - (i) The date of each disclosure;
 - (ii) The name and address of the organization or person who received the Protected Health Information;
 - (iii) A brief description of the Protected Health Information disclosed; and
 - (iv) For disclosures other than those made at the request of the subject, the purpose for which the Protected Health Information was disclosed and a copy of the request or authorization for disclosure.
- (c) For repetitive disclosures which MORPACE makes to the same person or entity, including ETF, for a single purpose, MORPACE may provide:
 - (i) The disclosure information for the first of these repetitive disclosures;
 - (ii) The frequency or number of these repetitive disclosures; and
 - (iii) The date of the last of these repetitive disclosures,MORPACE will make a log of this disclosure information available to ETF within five (5) business days of ETF's request.
- (d) MORPACE need not record disclosure information or otherwise account for disclosures of Protected Health Information if:
 - (i) The disclosures are allowed under this Agreement or are expressly authorized by ETF in another written document; and
 - (ii) The disclosures are for one of the following purposes:
 - i. Treatment, Payment or Health Care Operations that are not made through an Electronic Health Record;
 - ii. In response to a request from the Individual who is the subject of the disclosed Protected Health Information, or to that Individual's Personal Representative;
 - iii. Made to persons involved in the health care or payment for the health care of the Individual who is the subject of the disclosed Protected Health Information;
 - iv. For notification for disaster relief purposes;
 - v. For national security or intelligence purposes;
 - vi. As part of a Limited Data Set; or
 - vii. To law enforcement officials or correctional institutions regarding inmates.

5. Disclosure Tracking Time Periods. Except as otherwise provided in this paragraph, MORPACE must have available to ETF the disclosure information required by this section, but in no case will MORPACE be required to have available information from:

- (a) More than six (6) years before ETF's request for the disclosure information; or
- (b) Any period during which MORPACE did not provide services to ETF.

6. Disclosure Tracking for Disclosures made through Electronic Health Records: MORPACE only needs to provide disclosures for Treatment, Payment or Health Care Operations made through an Electronic Health Record for three years prior to the date on which the accounting is requested. MORPACE shall provide all information necessary for ETF to provide an

accounting that includes all information required by regulations issued pursuant to HIPAA and HITECH.

7. **Effective Date:** The effective date for accounting required under subsection 6 depends on the date ETF acquires an Electronic Health Record. If ETF had an electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF on or after January 1, 2014. If ETF does not have an Electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF after the later of January 1, 2011 or the date ETF acquires an Electronic Health Record.
- I. **Accounting to ETF and Government Agencies.** MORPACE will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to ETF to provide to the U.S. Department of Health and Human Services (HHS) in a time and manner designated by HHS for the purpose of determining ETF's compliance with HIPAA and HITECH. MORPACE shall promptly notify ETF of any inquiries made to it by HHS concerning ETF's compliance with HIPAA.
- J. **Red Flag Rules.** If applicable to MORPACE, MORPACE shall be responsible for implementation of an Identity Theft Monitoring Policy and procedure to protect Personal Information under the Federal Trade Commission regulations known as the "Red Flag Rules."

PART II –ETF OBLIGATIONS

- A. **Changes in Permissions to Use and Disclose Protected Health Information.** ETF shall promptly notify MORPACE of any change in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such change may affect MORPACE's use or disclosure of such Protected Health Information.
- B. **Changes in ETF's Notice of Privacy Practices.** ETF shall provide MORPACE with a copy of ETF's Notice of Privacy Practices and shall notify MORPACE of any change made to the Notice of Privacy Practices, to the extent that such change may affect MORPACE's efforts to comply with this Agreement.
- C. **Changes in State Law.** ETF shall notify MORPACE of any relevant change in Wisconsin law, to the extent that such change may affect MORPACE's efforts to comply with this Agreement.

PART III - TERM, TERMINATION AND AMENDMENT

- A. **Term.** This Agreement becomes effective on the effective date of the Underlying Contract. The Agreement is co-extensive with the term of the Underlying Contract, including any extensions made to the original Underlying Contract.
- B. **Termination for Breach.** ETF shall have the right to terminate the Underlying Contract and this Agreement if MORPACE, by pattern or practice, materially breaches any provision of this Agreement.
- C. **Reasonable Steps to Cure Breach.** In addition to the right to terminate this Agreement and Underlying Contract pursuant to section B, above, ETF may provide MORPACE with an opportunity to cure the material breach. If these efforts to cure the material breach are unsuccessful, as determined by ETF in its sole discretion, ETF may terminate the Underlying Contract and this Agreement, as soon as administratively feasible.
- D. **Effect of Termination: Return or Destruction of Protected Health Information.**

Upon termination, cancellation, expiration, or other conclusion of the Agreement, MORPACE shall:

1. Return to ETF or, if return is not feasible, destroy all Personal Information in whatever form or medium that MORPACE received from or created on behalf of ETF. This provision shall also apply to all Personal Information that is in the possession of subcontractors or agents of MORPACE. In such case, MORPACE shall retain no copies of such information, including any compilations derived from and allowing identification of Personal Information. MORPACE shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, MORPACE shall certify on oath in writing to ETF that such return or destruction has been completed.
2. If MORPACE destroys Personal Information, it shall be done with the use of technology or methodology that renders the Personal Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance for the destruction of Protected Health Information. Acceptable methods for destroying Personal Information include: (i) paper, film, or other hard copy media shredded or destroyed in order that Personal Information cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). HHS specifically excluded redaction as a method of destruction of Protected Health Information, unless the information is properly redacted so as to be fully de-identified.
3. If MORPACE believes that the return or destruction of Personal Information is not feasible, MORPACE shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, MORPACE shall extend the protections of this Agreement to Personal Information received from or created on behalf of ETF, and limit further uses and disclosures of such Personal Information, for so long as MORPACE maintains the Personal Information.

- E. **Agreement to Amend Agreement.** The parties to this contract acknowledge that federal laws relating to transactions, security and privacy are rapidly evolving and that amendment to this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and their implementing regulations. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, HITECH and applicable federal regulations. If this Agreement is not amended by the effective date of any final regulation or amendment to final regulations with respect to HIPAA and HITECH, this Agreement will automatically be amended on such effective date such that the obligations they impose on MORPACE remain in compliance with the regulations then in effect.

PART IV – GENERAL PROVISIONS

- A. **Conflict.** The provisions of this Agreement override and control any conflicting provision of the Underlying Contract. All non-conflicting provisions of the Underlying Contract remain in full force and effect.
- B. **Election to Not Treat As Representative.** Nothing in this Agreement shall be construed to limit the discretion of ETF, under 45 C.F.R. § 164.502 (g) (5), to elect not to treat a person as the representative of an individual.
- C. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any entity other than ETF and MORPACE, any rights, remedies, obligations or liabilities whatsoever.

- D. **Documentation.** All documentation that is required by this Agreement or by 45 C.F.R. Part 164 will be retained by MORPACE for six (6) years from the date of creation or when it was last in effect, whichever is longer.
- E. **Survival.** The parties' obligations and rights, with respect to MORPACE's engagement to provide services, will be unaffected by the termination of the Underlying Contract and this Agreement. In particular, the provisions of Part III, Sections D and E, and this section, shall survive termination of the Underlying Contract and this Agreement.