

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

168



FROM: Community Health Agency, Emergency Medical Services

SUBMITTAL DATE:
May 18, 2010

SUBJECT: APPROVAL OF THE AGREEMENT WITH SCANHEALTH DBA SANSIO TO PROVIDE
PREHOSPITAL DATA COLLECTION SERVICES FOR THE EMERGENCY
MANAGEMENT SERVICES AGENCY

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the one-year professional service agreement with ScanHealth, dba Sansio for \$250,000 annually, which contains an option to renew the agreement for four additional one-year periods; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, and;
3. Direct the Clerk of the Board to return 3 original signed agreements to the Purchasing and Fleet Services Department.

BACKGROUND: The County requires an Electronic Patient Care Record (ePCR) system to be in compliance with the California Code of Regulations, Title 22, §100147(e), which requires that the local

(Continued on Page 2)

Susan D. Harrington
SUSAN HARRINGTON
Director of Public Health

FINANCIAL
DATA

Current F.Y. Total Cost: \$ 20,000
Current F.Y. Net County Cost: \$ 20,000
Annual Net County Cost: \$ \$250,000

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: FY 09/10

SOURCE OF FUNDS: General Fund

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 18, 2010
xc: CHA, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District:

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.13

FORM APPROVED BY COUNTY COUNSEL
BY: *Mark Seiler* DATE: 5/14/10
NEAL R. KIPNIS

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

BOARD OF SUPERVISORS

**FORM 11: APPROVAL OF THE AGREEMENT WITH SCANHEALTH DBA SANSIO TO
PROVIDE PREHOSPITAL DATA COLLECTION SERVICES FOR THE
EMERGENCY MANAGEMENT SERVICES AGENCY**

PAGE 2

Emergency Medical Services (EMS) agency has a system for pre-hospital data collection to evaluate emergency medical care. The EMS Agency solicited input from a broad group of EMS system stakeholders, and the stakeholders identified many system capability requirements. Included in the system requirements are a certification database for capturing and tracking all EMS credentials issued by the EMS Agency, provide alignment with the California Emergency Medical Services Information System (CEMSIS), and National Emergency Medical Services Information System (NEMSIS), Gold data set requirements as well as providing CEMSIS data export to the California Emergency Medical Services Authority.

PRICE REASONABLENESS: Purchasing released a Request for Proposal #HSARC-115, mailing solicitations to 10 companies and advertising on the County's Internet, with five competitive responses received ranging from \$250,000 to \$645,500.

An evaluation team consisting of personnel from Purchasing, CHA, including the Emergency Medical Services, and its Information Technology representatives reviewed the proposals. The evaluation team reviewed and scored each proposal based on the bidder's technical capabilities, system functionality, experience in providing remote Pre-hospital data, location of facilities and technical staff, availability of technical staff and data mining and reporting features, including the overall responsiveness to the requirements of the scope of service, the ability to perform, software and equipment capability, references and the overall cost. Product demonstrations were held at the Purchasing Department, and ScanHealth, dba Sansio was selected as the lowest responsive/responsible vendor, submitting a proposal at an annual cost that shall not exceed \$250,000. The evaluation committee recommends that the award be given to ScanHealth Inc, dba Sansio.

REVIEW/APPROVAL: Purchasing and County Counsel concurs with this request.

PROFESSIONAL SERVICE AGREEMENT

for

PREHOSPITAL DATA COLLECTION AND

MANAGEMENT SERVICES

between

COUNTY OF RIVERSIDE

and

SCANHEALTH INC., DBA SANSIO



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This Agreement, made and entered into this 18th day of May, 2010, by and between SCANHEALTH INC., DBA SANSIO, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of one (1) page at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of seven (7) pages, and Attachment II, Subscription Agreement, consisting of ten (10) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2011, with the option to renew for four years renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed and products provided including training expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$250,000 (two hundred fifty thousand dollars) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

COUNTY OF RIVERSIDE EMS AGENCY

PO BOX 7849

RIVERSIDE CA 92503

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-20967-001-0611) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon ten (10) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 COUNTY may immediately terminate this Agreement and CONTRACTOR's rights under this Agreement (except for fees accrued prior to the date of termination) upon dishonesty or a willful or

material breach of this Agreement by CONTRACTOR. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement except as expressly limited by this Agreement or Attachment II hereto.

6. Ownership/Use of Contract Materials and Products

COUNTY acknowledges that the System and System documentation manuals and other proprietary materials supplied by CONTRACTOR to COUNTY are and shall remain the property of CONTRACTOR and nothing in this Agreement shall be construed as transferring any aspect of such rights to COUNTY or any third party. Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided under this Agreement shall remain the proprietary property of CONTRACTOR. COUNTY agrees with CONTRACTOR that the System documentation and all other proprietary information or data supplied by CONTRACTOR are trade secrets of CONTRACTOR, are protected by civil and criminal law, and by the law of copyright, are very valuable to CONTRACTOR, and that their use and disclosure must be carefully and continuously controlled. COUNTY further understands that operator manuals, training aids and other written materials regarding the System are subject to the Copyright Act of the United States. COUNTY shall keep each and every item to which CONTRACTOR retains title free and clear of all claims, liens and encumbrances except those of CONTRACTOR and any act of COUNTY, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 Confidential Information. The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence, subject to applicable statutory requirements regarding public records. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own Confidential Information, including, without limitation, informing its employees of its obligations under this Agreement and taking such steps as are reasonable in the circumstances, or as reasonably requested by the other party, to prevent any unauthorized disclosure, copying or use of Confidential Information. "Confidential Information" means any proprietary or other information that is required or allowed to be maintained in confidence under the

laws governing a municipal corporation. "Confidential Information" shall also include Protected Health Information as defined in Attachment I – Business Associate Agreement. The COUNTY recognizes that the CONTRACTOR may desire to protect information relating to its business from disclosure under the California Public Records Act under circumstances when the COUNTY determines that disclosure is otherwise appropriate. Therefore, the COUNTY shall notify the CONTRACTOR of every California Public Records request, immediately upon receipt.

16.2 Unauthorized Disclosure. The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information by recipient, or any other breach of these confidentiality obligations by the recipient, fully cooperate with the disclosing party to assist the disclosing party regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information.

16.3 Remedies. The Parties acknowledge and agree that in the event of a breach of this Section 16, the non-breaching party may suffer irreparable injuries not compensable by money damages alone; and therefore, the non-breaching party will not have an adequate remedy at law. The non-breaching party shall be entitled to injunctive relief without the necessity of posting any bond or undertaking to prevent any further breach. Such remedy shall be in addition to any other remedy the non-breaching party may have.

16.4 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.5 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name,

identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.6 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto as set forth in Attachment I below.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

COUNTY OF RIVERSIDE EMS AGENCY
4065 COUNTY CIRCLE DR.
RIVERSIDE CA 92503

CONTRACTOR

SCANHEALTH, INC., DBA SANSIO
11 E. SUPERIOR ST., SUITE 310
DULUTH MN 55802
ATTN: CFO

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY from and against any and all loss, cost, damage or liability, including reasonable attorneys' fees and expenses, arising out of

or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement ("Infringement Claim") asserted against the COUNTY by virtue of the System, Software or Documentation or the County's use or possession of the System, Software or Documentation pursuant to this Agreement. CONTRACTOR shall defend and settle at its sole expense all suits and proceedings arising out of the foregoing, provided that the COUNTY gives CONTRACTOR prompt notice of any such Infringement Claim of which it learns. In all events, CONTRACTOR shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event any Infringement Claim is asserted by a third party with respect to the System or the COUNTY's use thereof, then and in that event, the COUNTY may terminate its use of the System and/or this Agreement without payment of any penalty.

21.4 CONTRACTOR's liability for any actions, claims or damages arising out of or resulting from this Agreement or the System is limited to the amounts paid by the COUNTY in the 12-month period preceding the damages. In no event will either party be liable for any special or consequential damages. Notwithstanding the foregoing, and notwithstanding any other provision of this Agreement to the contrary, no limitation of liability or limitation of warranty or disclaimer shall be applicable to Sansio's breach of its obligations under Section 21.3, or to a party's breach of its obligations under Section 16 and/or Attachment I to this Agreement, it being the intent of the respective parties that the breaching party remain fully liable therefore.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are

waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, CONTRACTOR will endeavor to send written notice to the COUNTY of Riverside regarding any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the

COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 This Agreement is not assignable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. After and upon approved assignment, this Agreement shall bind and inure to the benefit of the Parties and their respective successors, assignees, transferees, and legal representatives.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

EMERGENCY MEDICAL SERVICES
4065 COUNTY CIRCLE DR
RIVERSIDE CA 92503

Signature: _____

MARION ASHLEY

Print Name: _____

Title: CHAIRMAN, BOARD OF SUPERVISORSDated: MAY 18 2010

RFP# HSARC-115

FORM APPROVED COUNTY COUNSEL

BY: _____

NEAL R. KIPNIS

CONTRACTOR:

SCANHEALTH, INC DBA SANSIO
11 E. SUPERIOR ST., SUITE 310
DULUTH MN 55802

Signature: _____

Print Name: Kevin NoreenTitle: Chief Financial Officer

Dated: _____

4/23/10
ATTEST:

KECIA HARPER-IHEM, Clerk

By: _____

DEPUTY

MAY 18 2010 3.13

**EXHIBIT A
SCOPE OF SERVICE**

- 1.0 CONTRACTOR shall provide complete Emergency Medical Services (EMS) electronic Prehospital data collection and management services for Riverside County Emergency Medical Services Agency (REMSA) in accordance with the requirements in the COUNTY's Request for Proposal (RFP) HSARC-115.
- 2.0 CONTRACTOR shall provide all required application, connectivity solutions, security, system monitoring and maintenance for a web-based electronic patient care report and data collection system with secure data warehousing and report generation. The system, as well as the data warehousing, will be hosted by the CONTRACTOR.
- 3.0 CONTRACTOR shall provide removal service of the existing ePCR software and prepare the existing Panasonic Toughbooks for new ePCR use per Exhibit B.
- 4.0 CONTRACTOR shall provide migration of historical data from the existing County server to the CONTRACTOR's server including development of all bridge software necessary to complete the data migration so that historical data can be mined by the CONTRACTOR's data reporting tools and query functions. All previous, current and future submitted data from REMSA end users will always remain the property of the COUNTY.
- 5.0 CONTRACTOR shall provide NEMSIS compliant data import capability for other County approved EMS provider agencies that are utilizing other electronic data collection platforms including development for all bridge software necessary to complete the data migration so that all EMS provider agency data can be rolled up and mined by the CONTRACTOR's data reporting tools and query functions.
- 6.0 CONTRACTOR will manage and maintain all of its network communications and connectivity.
- 7.0 CONTRACTOR shall provide EMS Certification Database that will capture and track EMS credentials issued by REMSA.
- 8.0 CONTRACTOR shall provide an application that enables robust data mining, analysis and reporting and features customizable data reports.
- 9.0 CONTRACTOR shall provide an ePCR solution for both desktop and laptop platforms.
- 10.0 CONTRACTOR will provide technical support and maintenance to REMSA in support of the data system as set forth in Attachment II. This will include cooperation, at REMSA's request, with a variety of EMS users that are implementing the system and/or troubleshooting hardware, software, application or connectivity problems. This shall include day-to-day help desk support for the end user.
- 11.0 CONTRACTOR shall provide system training for all levels of EMS users. Training will consist of four days of "train-the-trainer" services.

EXHIBIT B PAYMENT PROVISIONS

1.0 COUNTY agrees to remit to CONTRACTOR the agreed upon rates for the services provided in accordance with the bid solicitation for Prehospital Data Collection and Management Services.

2.0 CONTRACTOR has agreed to charge the COUNTY the following rates:

2.1 HealthEMS Activation:

2.1.1 HealthEMS Activation / Implementation Fee: \$1,995

2.1.2 Application Installation and Removal of existing ePCR Software:

2.1.2.1 When performed at training: Included at no additional fee

If Provider ships device(s) to CONTRACTOR, Provider pays for actual cost of round trip shipping. CONTRACTOR will provide one (1) imaged device per Provider at no additional fee. There will be a software installation fee of \$99 per additional device.

2.2 The COUNTY anticipates an annual call volume between 150,001 to 200,000 calls. The price per call shall be \$.87. Beginning service shall be invoiced based on anticipated annual usage of 151,000 calls, or \$10,947.50 monthly for the first twelve months after the activation or "go live" date expected on July 1, 2010. If the activation or "go live" date is after July 1, 2010, the first payment shall be prorated to adjust for the actual days of the month service is active. Annual call volume unit pricing will be adjusted as noted in 2.2.1 below.

2.2.1 The annual call volume will be reviewed in May of each year prior to the renewal of the next agreement. Any changes to the Price Per call and Annual Call Volume will be effective July 1 of each year. Based on increased call volume, the per call fee shall be as follows in the table:

Annual Call Volume	Price per call
100,000 to 150,000	\$.90
150,001 to 200,000	\$.87
200,001 – 250,000	\$.85
Over 250,000	\$.80

2.3 Historical data migration:

2.3.1 One time import from Healthware Solutions Suite 2000 version 5.9.1 from COUNTY servers: Included at no additional fee

2.3.2 Additional import of legacy data from other systems: Estimated \$0.10 per record

3.0 Taxes: CONTRACTOR is required to collect sales tax on products and services provided to customers under the laws and tax code governing the State of California and any local tax authorities. The Software described in this Exhibit B is subject to sales tax and will be included with each invoice. The consulting labor for Training Services is not taxable.

4.0 CONTRACTOR shall invoice the COUNTY at completion of each of the four (4) Training Services sessions the fixed amount of \$6,624, covering four days of "train-the-trainer" fees per session. The total Training Services fixed amount is \$24,496.

5.0 CONTRACTOR shall invoice the COUNTY for actual travel expenses for the training portion of this agreement, anticipated not-to-exceed \$2,210 per training session, or \$8,840.00 for four (4) sessions.

Attachment I

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
SCANHEALTH INC., DBA SANSIO

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and (Scanhealth Inc., dba Sansio) ("Contractor") as of the date of approval by both parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.

- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement; however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the Privacy Rule.
 - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
 - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
- D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Contractor will, at the request of County, make available Protected Health Information maintained by Contractor in a Designated Record Set to County in order for County to meet the requirements under 45 C.F.R. § 164.524. In the event any individual delivers directly to Contractor a request for access to PHI, in order for County to respond to such individual, Contractor will forward such request to County.
- B. Contractor will, at the request of County, make available for amendment, and allow County to incorporate any amendment(s) in, any Protected Health Information in a Designated Record Set maintained by Sansio, which the County directs or agrees to pursuant to 45 C.F.R. § 164.526.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (2) Contractor agrees to document disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Contractor shall provide County 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.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within ten (10) days of notice by County to Contractor that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Contractor shall make available to County information collected in accordance with this Section 5, to permit County to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Contractor, Contractor shall forward such request to County. Contractor hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
- F. Contractor will, at the request of County, make available for amendment, and allow County to incorporate any amendment(s) in, any Protected Health Information in a Designated Record Set maintained by Contractor, which the County directs or agrees to pursuant to 45 C.F.R. § 164.526.

G. Not make any disclosure of PHI that County would be prohibited from making.

6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:

- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
- B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
- C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.

7. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

- A. Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.

- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.



SUBSCRIPTION AGREEMENT

Attachment II

Whereas ScanHealth, Inc., a Minnesota corporation, d/b/a Sansio ("Sansio") and County of Riverside ("Customer") desire to amend the **HealthEMS® SUBSCRIPTION AGREEMENT** (the "Agreement"), this Amendment ("Attachment 2") identifies that the parties agree that the Agreement is amended as follows:

Added:

Except as hereinafter modified or otherwise specifically defined in this Agreement, all terms used in this Agreement shall have the meanings ascribed thereto in that certain Professional Services Agreement executed between Sansio and County of Riverside ("Customer") as of _____, 2010, except for substituting, in each instance, the term "Contractor" for the term "Sansio," the term "County" for the term "Customer,"

The following Sections were modified:

- 1.4 Data Collection Services.** Sansio provides flexible point-of-service (POS) data collection solutions and a secure file transfer program that uploads data via the Internet (the "Data Collection Services"). Certain data collection services require Customer to procure and support hardware that meets the specifications set forth by Sansio.
- 2.2.1 Activation Fee.** Activation Fee is the one-time System Activation / Implementation Fee as set forth on Exhibit B of the Professional Services Agreement.
- 2.2.2 Initial Payment.** [DELETED] by Sansio and replaced by Exhibit B of Professional Service Agreement.
- 2.2.3 Subscription Fees.** Customer agrees to pay Subscription Fees as set forth on Exhibit B, which forms a part of this Agreement. Subscription Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance and Upgrades, Application Support, and Core Classroom Training scheduled at Sansio's corporate training center.
- 2.2.4 Monthly Invoicing.** [DELETED] by Sansio and replaced by Exhibit B of Professional Service Agreement.
- 2.2.5 Taxes.** [DELETED] by Sansio and replaced by Exhibit B of Professional Service Agreement.
- 2.2.6 Interests and Costs.** [DELETED] by Sansio and replaced by Section 3.3 of Professional Service Agreement.

- 3.3 System Activation Date.** [DELETED] by Sansio and replaced by Exhibit B of Professional Service Agreement.
- 4.1 Application Support.** Sansio provides phone and web-based Application Support of the System at no additional cost to Customers who are active Users. Application Support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. Sansio's Solution Center is staffed during prime Customer business hours, Monday – Friday, 7AM – 6PM CT, excluding major holidays. After hours or “non-prime” hours include 6PM - 7AM CT Monday – Thursday, and 6PM CT on Friday through 7AM CT the following Monday and on major holidays. Support tickets started outside of prime Solution Center hours will be addressed the next business day. Inquiries regarding system availability are supported by Sansio on-call technical staff during non-prime Solution Center hours. Application Support excludes supporting Customer procured hardware, OS and Internet connectivity.
- 4.7 Invoicing.** Customer shall reimburse Sansio for any reasonable out of pocket expenses including travel to and from the Customer site, lodging, meals, telephone, and shipping, as may be necessary in connection with duties performed under this Agreement by Sansio. No travel expenses shall be reimbursed except for travel pre-approved by Customer in accordance with Exhibit B. Payment shall be due within thirty (30) days of invoice receipt.
- 6. TERM AND TERMINATION** [DELETED] by Sansio and replaced by Section 2 and Section 5 of Professional Service Agreement.
- 7.4 Infringement Indemnification.** [DELETED] by Sansio and replaced by Section 21.3 of Professional Service Agreement.
- 8. CONFIDENTIALITY.** [DELETED] by Sansio and replaced by Section 16 of Professional Service Agreement.
- 9. LIMITED WARRANTY.**
- 9.1 Software.** For the duration of this Agreement (the “Warranty Period”), Sansio will checkout, document and deliver any amendments or alterations to the Licensed Software that may be required to correct errors which significantly affect performance. This warranty is contingent upon Customer advising Sansio in writing of such errors. Sansio shall not be responsible for maintaining Customer-modified portions of the Licensed Software. Corrections for difficulties or defects traceable to Customer errors or System changes made by Customer will be billed at standard Sansio's time and materials rates.

THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY SANSIO. SANSIO EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. SANSIO DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, EXCEPT AS EXPRESSLY SET FORTH IN THE PROFESSIONAL SERVICES AGREEMENT OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY AFFECT PERFORMANCE, ERRORS IN THE LICENSED SOFTWARE WILL BE CORRECTED. SANSIO'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SANSIO FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE SYSTEM.

10. **LIMITATION OF LIABILITY.** [DELETED] by Sansio and replaced by Section 21.4 of Professional Service Agreement.
12. **HIPAA.** [DELETED] by Sansio and replaced by Attachment I of Professional Service Agreement.
13. **GENERAL.** [DELETED] by Sansio and replaced by Section 23 of Professional Service Agreement.



SUBSCRIPTION AGREEMENT

This **HealthEMS®** Subscription Agreement (the “**Agreement**”), is between ScanHealth, Inc., a Minnesota corporation, d/b/a Sansio, (“**Sansio**”), and the undersigned customer (“**Customer**”).

Except as hereinafter modified or otherwise specifically defined in this Agreement, all terms used in this Agreement shall have the meanings ascribed thereto in that certain Professional Services Agreement executed between Sansio and County of Riverside (“**Customer**”) as of _____, 2010, except for substituting, in each instance, the term “Contractor” for the term “Sansio,” the term “County” for the term “Customer,”

1. **HealthEMS® SYSTEM. (“System”)**

- 1.1 **Licensed Software.** The Licensed Software is the HealthEMS® Software, a remote-hosted, web-based application that performs data collection, analysis, and reporting over the Internet (the “**Licensed Software**”) for the Emergency Medical Services (EMS) industry. Sansio owns all rights to this software.
- 1.2 **Professional Services.** Sansio makes available numerous Professional Services (“**Professional Services**”) per Section 4 to help maximize the Customer’s investment in System. Professional Services include, but may not be limited to, Application Support, Web Training, Consulting, Classroom Training, and Educational Resources.
- 1.3 **Data Center Services.** The Data Center (“**Data Center**”) is comprised of infrastructure and services that host, manage, and support the Licensed Software. Sansio is responsible for the Data Center as defined in Section 5.2 up to the point of external Internet access. It is the responsibility of Customer to procure applicable hardware, software, and Internet connectivity with sufficient bandwidth to meet user demands.
- 1.4 **Data Collection Services.** Sansio provides flexible point-of-service (POS) data collection solutions and a secure file transfer program that uploads data via the Internet (the “**Data Collection Services**”). Certain data collection services require Customer to procure and support hardware that meets the specifications set forth by Sansio.
- 1.5 **System Integration Services.** Sansio integrates the System with numerous third-party systems, such as CAD (Computer-Aided Dispatch), medical devices, billing, and state reporting systems. These integration services may be provided on a fee-for-services basis or may be included in Subscription Fees, evaluated on a case-by-case basis. Customer is responsible for acquiring licenses and paying fees for any third party integration software required.

2. **LICENSE AND FEES.**

- 2.1 **License.** Sansio hereby grants to Customer a non-exclusive, non-transferable (except as provided in this Agreement) license to access the System over the Internet. Hosting and deployment of the

System is provided by Sansio. Sansio will invoice Customer monthly for Subscription Fees contracted for under this Agreement.

2.2 Fees.

2.2.1. Activation Fee. Activation Fee is the one-time System Activation / Implementation Fee as set forth on Schedule B.

2.2.2 Initial Payment. [DELETED] by Sansio and replaced by Exhibit B of Professional Service Agreement.

2.2.3 Subscription Fees. Customer agrees to pay Subscription Fees as set forth on Exhibit B, which forms a part of this Agreement. Subscription Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance and Upgrades, Application Support, and Core Classroom Training scheduled at Sansio's corporate training center.

2.2.4 Monthly Invoicing. [DELETED] by Sansio and replaced by Exhibit B of Professional Service Agreement.

2.2.5 Taxes. [DELETED] by Sansio and replaced by Exhibit B of Professional Service Agreement.

2.2.6 Interests and Costs. [DELETED] by Sansio and replaced by Section 3.3 of Professional Service Agreement.

3. INITIAL SETUP.

3.1 Customer's Responsibilities for Setup. Customer must provide Internet connectivity to the System web site with sufficient bandwidth to meet Customer's utilization demands. System performance is a function of bandwidth and latency time from client hardware to the System web site. Customer must connect with Sansio supported browsers and client software.

3.2 Customer Passwords. Both a Logon Identity and a password are necessary to access the System through the Web site. The password provides vital security in preventing unauthorized access to Customer's Data and Confidential Information. Customer is responsible for keeping and maintaining the security of the passwords that are assigned to Customer. Sansio shall have no responsibility for unauthorized access to Customer's Data or Confidential Information that results from Customer's failure to keep secure the assigned passwords.

3.3 System Activation Date. [DELETED] by Sansio and replaced by Exhibit B of Professional Service Agreement.

4. PROFESSIONAL SERVICES.

4.1 Application Support. Sansio provides phone and web-based Application Support of the System at no additional cost to Customers who are active Users. Application Support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. Sansio's

Solution Center is staffed during prime Customer business hours, Monday – Friday, 7AM – 6PM CT, excluding major holidays. After hours or “non-prime” hours include 6PM - 7AM CT Monday – Thursday, and 6PM CT on Friday through 7AM CT the following Monday and on major holidays. Support tickets started outside of prime Solution Center hours will be addressed the next business day. Inquiries regarding system availability are supported by Sansio on-call technical staff during non-prime Solution Center hours. Application Support excludes supporting Customer procured hardware, OS and Internet connectivity.

- 4.2 Web Training.** Through the use of the Internet, Sansio is able to provide Web Training on focused sections of the System. Examples of additional Web Training are modularized training for new employees, including documentation, scanning, billing, etc. Web Training will be provided to the Customer at Sansio’s hourly rates, Sansio shall schedule Web Training at its earliest convenience.
- 4.3 Project Management Implementation Support.** Sansio shall provide Customer with Project Management Implementation Support to assist Customer with System training and implementation. Project Management Implementation Support will be provided at no additional charge to Customer for up to 6 months starting from the date of execution of this Agreement. Additional Project Management Implementation Support requested by Customer will be charged at Sansio’s hourly rates for Consulting services as set forth in Section 4.5.
- 4.4 Classroom Training.** Sansio may, from time to time, offer Classroom Training (“**Classroom Training**”) regarding the use of the System for the benefit of its Customers. Attendance at Sansio’s scheduled Classroom Training courses must be requested and coordinated through Sansio’s staff. Customer will be responsible for its own travel and accommodations.
- 4.5 Consulting.** Sansio provides Consulting services to Customers requiring support over and above standard Application Support. Consulting is defined as Customer assistance that requires specific knowledge of the Customer’s data set, research goals, and operational objectives, and excludes such services that are already provided by Sansio pursuant to any other provision of this Agreement. Consulting services are available both onsite and online. Consulting services will be provided to the Customer at Sansio’s regular hourly rates. Upon Customer’s request, Sansio shall schedule consulting services at its earliest convenience.
- 4.6 Educational Resources.** Sansio provides numerous Educational Resources which should be used before contacting the Solution Center for Application Support. These include user guide(s), training videos, Frequently Asked Questions (FAQs) and important industry links to other websites.
- 4.7 Invoicing.** Customer shall reimburse Sansio for any reasonable out of pocket expenses including travel to and from the Customer site, lodging, meals, telephone, and shipping, as may be necessary in connection with duties performed under this Agreement by Sansio. No travel expenses shall be reimbursed except for travel pre-approved by Customer in accordance with Exhibit B. Payment shall be due within thirty (30) days of invoice receipt.

5. DATA CENTER SERVICES.

- 5.1 System Maintenance.** Sansio will provide software upgrades and enhancements at the same time as generally available to other licensees. Sansio is responsible for installing upgrades and enhancements for Customer's use at no additional charge to Customer. Customer may not have access to the System during times of scheduled maintenance.
- 5.2 System Access Level.** Sansio is not responsible for loss of access to the Data Center for reasons that are beyond Sansio's reasonable control. With the exception for loss of access that is beyond Sansio's reasonable control, Sansio shall maintain a level of access to the Data Center (excluding periods of emergency maintenance) of 99.8% Access Availability ("**Access Availability**"), 24 hours a day, 7 days a week, including holidays. System Access Unavailable ("**System Access Unavailable**") is defined as the reported unscheduled inability of all subscribed users of Customer to access the Data Center and verification that the problem is within the Data Center. Total System Access Unavailable minutes are calculated by adding the period of time beginning when the Customer reports System Access Unavailable to Sansio's Solution Center and ending when Sansio's Solution Center corrects the unavailable status and closes the incident with the Customer. If the Customer does not initiate a Solution Center call, Sansio will not be obligated to issue a System Access Unavailable Credit ("**System Access Unavailable Credit**") for the System Access Unavailability. Sansio will compute any System Access Unavailability on a quarterly average basis and apply a System Access Unavailable Credit to the next Customer invoice in the event that the stated Access Availability commitment was not met. This occurs on a prorated basis limited to the maximum of the total invoice charges based on the total billing period. System Access Unavailable Credits will not be given for events occurring during any period in which the Customer's account has an undisputed past due balance or the Customer is otherwise in breach of Agreement. The System Access Unavailable Credit will be calculated according to the following schedule:

99.8% -	100%	Covered under Agreement
99.5% -	99.79%	(1) day credit
98.5% -	99.49%	(2) days credit
97.5% -	98.49%	(1) week credit
96.5% -	97.49%	(2) weeks credit
0% -	96.49%	(1) month credit

- 6. TERM AND TERMINATION [DELETED]** by Sansio and replaced by Section 2 and Section 5 of Professional Service Agreement.
- 7. PROPRIETARY RIGHTS OF SANSIO IN THE LICENSED SOFTWARE.**

- 7.1 Nature of Rights and Title.** Customer acknowledges that the System and System documentation manuals and other proprietary materials supplied by Sansio to Customer are and shall remain the property of Sansio and nothing in this Agreement shall be construed as transferring any aspect of such rights to Customer or any third party. Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided under this Agreement shall remain the proprietary property of Sansio. Customer agrees with Sansio that the System documentation and all other proprietary information or data supplied by Sansio are trade secrets of Sansio, are protected by civil and criminal law, and by the law of copyright, are very valuable to

Sansio, and that their use and disclosure must be carefully and continuously controlled. Customer further understands that operator manuals, training aids and other written materials regarding the System are subject to the Copyright Act of the United States. Customer shall keep each and every item to which Sansio retains title free and clear of all claims, liens and encumbrances except those of Sansio and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

7.2 Unauthorized Acts. Customer agrees to notify Sansio promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of other proprietary information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Customer will promptly furnish full details of such possession, use or knowledge to Sansio, will assist in preventing the continuation or recurrence of such possession, use or knowledge, and will cooperate with Sansio in any litigation against third parties deemed necessary by Sansio to protect its proprietary rights. Customer's compliance with this subparagraph shall not be construed in any way as a waiver of Sansio's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to Sansio's proprietary rights, or for breach of contractual rights.

7.3 Remedies. If Customer attempts to use, copy, license, sub-license or otherwise transfer the Licensed Software or access to the System supplied by Sansio under this Agreement, in a manner contrary to the terms of this Agreement or in competition with Sansio or in derogation of Sansio's proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, Sansio shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.

7.4 Infringement Identification. [DELETED] by Sansio and replaced by Section 21.3 of Professional Service Agreement.

8. CONFIDENTIALITY [DELETED] by Sansio and replaced by Section 16 of Professional Service Agreement.

9. LIMITED WARRANTY.

9.1 Software. For the duration of this Agreement (the "**Warranty Period**"), Sansio will checkout, document and deliver any amendments or alterations to the Licensed Software that may be required to correct errors which significantly affect performance. This warranty is contingent upon Customer advising Sansio in writing of such errors. Sansio shall not be responsible for maintaining Customer-modified portions of the Licensed Software. Corrections for difficulties or defects traceable to Customer errors or System changes made by Customer will be billed at standard Sansio's time and materials rates.

THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY SANSIO. SANSIO EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. SANSIO DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, EXCEPT AS EXPRESSLY SET

FORTH IN THE PROFESSIONAL SERVICES AGREEMENT OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY AFFECT PERFORMANCE, ERRORS IN THE LICENSED SOFTWARE WILL BE CORRECTED. SANSIO's LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SANSIO FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE SYSTEM.

10. LIMITATION OF LIABILITY [DELETED] by Sansio and replaced by Section 21.4 of Professional Service Agreement.

11. DATA.

11.1 Use. Customer grants Sansio a perpetual, royalty-free license to compile, analyze, use and distribute de-identified aggregated data derived from information and data obtained through Customer's use of the System during the Term. Sansio represents and warrants that it will only employ methods to de-identify the data that do not involve actual disclosure of Protected Health Information to Sansio.

11.2 Backups. Backups of hosted applications and data are performed on a weekly (full) and nightly (incremental) basis. Backups will be scheduled at times so as to provide minimal impact to Customer's business activity. Sansio will maintain a copy of at least one full backup copy until after the next [daily/weekly] backup is performed. Backup will be maintained on a rolling basis and Sansio will not be responsible for archiving more than the most recent full [day's/week's] backup. Sansio will take commercially reasonable steps to maintain data integrity in any backup, but Sansio is not responsible for loss of data or data integrity so long as Sansio has performed the backup in a commercially reasonable manner.

11.3 Storage Allowance. Customer is provided an average storage allowance ("Storage Allowance") of 1,00KB per ePCR to accommodate data directly related to ePCRs. This allowance should provide adequate storage for typical use.

Additional storage is provided to accommodate attachments of rich media to ePCRs such as audio, video, etc. Customers wishing to store these additional files may exceed the Storage Allowance. If Customer exceeds Cumulative Storage Allowance, the additional storage will be provided as follows.

The Monthly Storage Allowance is defined as ,00KB multiplied by the number of Estimated Annual Runs divided by twelve (12). The Cumulative Storage Allowance is calculated as follows; (Monthly Storage Allowance Current Subscription Term) x (The number of months used during the Current Subscription Term) plus Total Storage Allowance from previous Term(s). The actual data storage used ("Actual Storage") will be compared to the Cumulative Storage Allowance on a calendar quarterly basis (March 31, June 30, Sept 30, and Dec 31). If Customer's Actual Storage exceeds the Cumulative Storage Allowance by 10%, and at least 5 GB, Customer will be charged Additional Storage Fees of \$10/month per gigabyte (GB) on a quarterly basis.

Storage Allowance Example:

ePCR Avg Allowance	1,000	KB
Estimated Annual Runs	85,000	Runs
Annual Storage Allowance	81.06	GB
No. Months in a Year	12	Months
Monthly Storage Allowance	6.76	GB

Cumulative Storage Allowance v Actual Storage Calculation:

5
10% \$10

Month	Allowance (GB)	Actual (GB)	Variance			Additional Storage	
			(GB)	%	GB > 5 (Rounded)	Yes/Mo	Qtrly Fee
3	20.28	25.00	4.72	23.3%	5.00	Yes	\$150
6	40.56	40.00	(0.56)	-1.4%	0.00	No	\$0
9	60.84	60.00	(0.84)	-1.4%	0.00	No	\$0
12	81.12	80.00	(1.12)	-1.4%	0.00	No	\$0
15	101.40	105.00	3.60	3.6%	0.00	No	\$0
18	121.68	120.00	(1.68)	-1.4%	0.00	No	\$0
21	141.96	145.00	3.04	2.1%	0.00	No	\$0
24	162.24	170.00	7.76	4.8%	8.00	No	\$0
27	182.52	190.00	7.48	4.1%	8.00	No	\$0
30	202.80	200.00	(2.80)	-1.4%	0.00	No	\$0
33	223.08	210.00	(13.08)	-5.9%	0.00	No	\$0
36	243.36	220.00	(23.36)	-9.6%	0.00	No	\$0
39	263.64	250.00	(13.64)	-5.2%	0.00	No	\$0
42	283.92	270.00	(13.92)	-4.9%	0.00	No	\$0
45	304.20	290.00	(14.20)	-4.7%	0.00	No	\$0
48	324.48	320.00	(4.48)	-1.4%	0.00	No	\$0
51	344.76	340.00	(4.76)	-1.4%	0.00	No	\$0
54	365.04	360.00	(5.04)	-1.4%	0.00	No	\$0
57	385.32	380.00	(5.32)	-1.4%	0.00	No	\$0
60	405.60	400.00	(5.60)	-1.4%	0.00	No	\$0

12. **HIPAA [DELETED]** by Sansio and replaced by Attachment I of Professional Service Agreement.
13. **GENERAL [DELETED]** by Sansio and replaced by Section 23 of Professional Service Agreement.