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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
November 2, 2010

SUBJECT: Professional Services Agreement with Siemens Medical Solutions USA, Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and authorize the Chairman of the Board to execute the professional services agreement with Siemens Medical Solutions USA, Inc. for fiscal year 2010-2011 in the amount not to exceed \$300,000, which contains an option to renew the agreement for four additional one-year periods in the amount not to exceed \$163,000 annually; and
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, 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.

Douglas D. Bagley

 Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: 100% Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Debra Cournoyer
 BY: _____
 Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit 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: January 11, 2011
 xc: RCRMC, Purchasing

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

3.66

FORM APPROVE COUNTY COUNSEL DATE
 BY: NEAL R. KUPNIS/Finance
 Policy/Purchasing: Mark Sailer, Assistant Director
 Policy
 Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

BOARD OF SUPERVISORS

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SUBJECT: Professional Services Agreement with Siemens Medical Solutions USA, Inc.

BACKGROUND: (Continued)

To remain compliant and keep pace with the universal standard within the industry, Riverside County Regional Medical Center's (RCRMC) collaboration with an electronic claims clearing house will result in timely and accurate claim submission enhancing cash flow as well as confirmation of claim submission.

On behalf of RCRMC, County Purchasing released a Request for Proposal (RFP MCARC138), to secure Electronic (EDI) Claims Submission services for the hospital. Solicitations were sent to three prospective vendors specializing in this service and advertised on the County's Internet/Website. Three proposals were received and evaluated by hospital staff from the Patient Accounts department with expertise in the field.

The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, their experience, the ability to perform the services and the overall cost to the County. The scores ranged from 74.80 to 99.33. Siemens Medical Solutions USA, Inc. received the highest score of 99.33.

Siemens is one of the largest suppliers to the healthcare industry and their solutions include a comprehensive line of health information systems, providing clinical, financial, administrative, ambulatory care, managed care, decision support, and EDI systems for both the public and private health sectors.

PRICE REASONABLENESS:

As a result of RFP MCARC138, Siemens was identified as the lowest and most responsive/responsible bidder based on the competitive bids received. The monthly fees ranged from \$15,739 per month to \$32,564 per month, not including start up costs. Siemens bid was the least expensive at \$15,739 per month.

On September 23, 2010, County Purchasing on behalf of RCRMC released a Best and Final Offer (BAFO) request to all three bidders to ensure RCRMC receive the best possible quotes. As a result of the BAFO, the monthly fees ranged from \$13,564 per month to \$27,455 per month, not including start up costs. Siemens came in with the lowest bid at \$13,564 per month.

FINANCIAL IMPACT:

Funding for this service is 100% Hospital Enterprise funded and does not require additional County funds.

REVIEW/APPROVAL:

County Counsel
County Purchasing

DB:ns

2011 AGREEMENT

This 2010 Agreement (this "Agreement") is made as of the 14th day of January, 2011, between **Siemens Medical Solutions USA, Inc.** ("Siemens"), having its principal office at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355 and **Riverside County on behalf of Riverside Regional Medical Center** ("Customer"), having its principal office at 26520 Cactus Avenue, Moreno Valley, CA 92555. Siemens is in the business of providing health information systems, applying processes, applications, technology and services to create information that helps its customers meet their performance objectives. Customer is in the business of health care and related services. Customer and Siemens desire to enter into this Agreement, by which Customer can license or obtain, as applicable, processes, applications, technology, services and related items described herein from Siemens pursuant to the terms and conditions contained herein.

The following is an outline of Exhibits, Supplements, Attachments and Schedules attached hereto:

Exhibit A – System Implementation and Professional Services
Exhibit B – Siemens Gold Support Services Program
Exhibit C – Customer Facilities
Exhibit D – Summary of Siemens' Travel and Living Policies
Exhibit E – Business Associate Agreement Addendum
Supplement 1 – EDI Services Supplement
Appendix 1 - EDI Services
Attachment 1 to Appendix 1 - Statement of Work
Attachment 1 to Appendix 2 - ClickON® Service Hardware Requirements Schedule 1

1. **DEFINITIONS.** The following definitions govern the meaning of these capitalized terms used in this Agreement. Other capitalized terms may be defined in Supplements or where first used in this Agreement.

1.1 "Acceptance" shall be as described in Exhibit A to this Agreement.

1.2 "Adaptation" shall mean the alteration of Applications through the user-controlled features provided by Siemens (e.g., creation, deletion and alteration of screens, reports and profiles).

1.3 "Agreement" shall mean, collectively, this Agreement and all of the attached and referenced Exhibits, Schedules, Supplements and any other specifically referenced attachments.

1.4 "Applications" shall mean all of the computer software, (exclusive of Adaptations, Modifications and Custom Programming, if any) listed as Applications in the Supplements, including model interfaces between Siemens Applications.

1.5 "Care Provider" shall mean an individual physician, physician's assistant, nurse practitioner, nurse anesthetist, dentist, or any other such providers of care for whom Customer shall schedule, appointments, or generate charges and/or billing utilizing the System.

1.6 "Custom Programming" shall mean programming, interfaces to non-Siemens software or systems and file conversions made by Siemens at Customer's request.

1.7 "Deliverables" shall mean, collectively, the Applications, Documentation, Custom Programming, Implementation Workplan and Methodology and any Third Party Software or Licensed Content that Siemens provides to Customer.

1.8 "Delivery" or "Delivery Date" shall mean, with respect to (i) an Application or an item of Custom Programming, the date on which that item is available to Customer for testing or Adaptation; (ii) a computer, tape or disk drive installed by a manufacturer, the date on which that manufacturer certifies to Customer that such Equipment is installed and operational according to manufacturer's procedures in effect on the date of installation; and (iii) all other Equipment, Customer-installable Applications and Documentation, the date on which that item is physically delivered to Customer.

1.9 "Documentation" shall mean the detailed description of functionality and related processes and procedures for the Applications, including all revisions thereto.

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1.10 "Equipment" shall mean, collectively, those items specified as Equipment in each Supplement and/or each Schedule 1, as may be updated from time to time.

1.11 "Facility" and "Facilities" shall respectively mean, individually and collectively, those health care entities listed in Exhibit C, if applicable.

1.12 "First Productive Use" shall mean the date on which live data is first processed through an Application and used in Customer's business operations.

1.13 "General Availability Date" shall mean the first date that Siemens has designated for commencing Delivery of a new Application, service or other item to licensed customers generally.

1.14 "Implementation Workplan" shall mean the document outlining implementation tasks and the scope of work to be performed by Siemens and Customer related to an implementation or other professional services engagement, as further described in Exhibit A.

1.15 "ISC" shall mean the Siemens Information Services Center located in Malvern, PA.

1.16 "Licensed Content" shall mean information or templates that Siemens has embedded into the Applications, or that Siemens licenses or resells to its customers in electronic media for use in or with an Application, such as order entry starter sets, nursing assessment pathways, bill form templates, or CPT codes.

1.17 "Modification" shall mean any programming change to Applications made by anyone other than Siemens.

1.18 "Recurring Monthly Fees" shall mean the monthly fees under the Agreement, including without limitation, any Monthly Term License Fees, Monthly ASP Fees, Monthly RCO Fees, Monthly HDX Processing Fees, Support Fees paid on a monthly basis and any other such recurring fees that are billed on a predictable periodic basis, but shall not include WAN Fees, Equipment or Third Party Software Maintenance Fees, Licensed Content Subscription Fees or other such fees which Siemens collects for the benefit of its vendors or other third parties.

1.19 "Release" shall mean a redistribution of Application(s) containing an aggregation of Updates and/or functional, operational and/or performance improvements.

1.20 "Schedule 1" shall mean the attached document so labeled which contains a listing of the Equipment configuration(s), the Applications to be obtained by Customer, the volumes and statistics which have been provided by Customer, plus required Third Party Software and associated Third Party Software terms and conditions that are required by such third party vendors to be passed through to Customer.

1.21 "Specification" shall mean the written documentation of Custom Programming mutually agreed upon by Customer and Siemens.

1.22 "Supplement" shall mean those Supplements attached to this Agreement and made a part hereof. The terms and conditions contained in this Agreement apply to all Supplements except to the extent superseded by contrary or inconsistent terms and conditions in a Supplement; the terms and conditions contained in a Supplement shall apply solely to the subject matter of that Supplement.

1.23 "System" shall mean, collectively, the Applications, Equipment and Third Party Software as specified in a Supplement and its associated Schedule 1.

1.24 "Third Party Software" shall mean operating system software and other software, excluding Applications, developed by parties other than Siemens, including without limitation those which Customer obtains through Siemens as well as those which Siemens specifies as required for Customer to obtain separately.

1.25 "Update" shall mean packages of Application corrections as well as revisions addressing common functional and performance issues.

1.26 "Version" shall mean a delivery of new features packaged as part of existing Applications.

1.27 "Warranty Period" and "Initial Warranty Period" shall have the applicable meaning described in the applicable warranty provisions of this Agreement or in the applicable Supplement.

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1.28 "WAN" shall mean the Wide Area Network connecting a Facility to the ISC.

2. **TERM.** This Agreement shall be effective on the date hereof and shall continue in effect unless terminated earlier in accordance with this Agreement: (a) as to services or term-licensed Applications, if any, for the term specified in the associated Supplement; and, (b) as to perpetual-licensed Applications, if any, for as long as and solely to the extent that any perpetual licenses are not otherwise terminated in accordance with the applicable provisions of this Agreement. The term of support provided under the Siemens Support Program for Applications and Custom Programming shall be as specified in the Supplements. .

3. **GRANT OF LICENSE.**

3.1 Siemens grants to Customer a non-exclusive license to use one (1) copy of object code for each Application and their related Deliverables to be operated at one Customer data processing location by Customer's employees or, as applicable, at the ISC for the sole purpose of processing data of the Facilities or, where applicable, Care Providers, during the term as stated in the applicable Supplement. Each Application license granted herein shall be either perpetual or for a term, as indicated in the corresponding Supplement.

3.2 Notwithstanding the one-copy license indicated above, where an Application is indicated as being licensed for specific number of installed workstations or servers, as applicable, such number indicates the maximum number of workstations or servers on which such Application may be installed. Where an Application is indicated as being licensed for a specific number of concurrent users, such number indicates the maximum number of users permitted to use such Application concurrently and such Applications may contain embedded software controls limiting user log on to the number of concurrent users licensed. Where an Application is indicated as being licensed for a specific number of named licensed users, such number indicates the maximum number of Customer's employees or consultants who are designated by Customer as the only authorized users of those Applications and such Applications may contain embedded software controls limiting user log on to the number of named users licensed. Where an Application is indicated as being licensed for a specific number of Care Providers, such number indicates the maximum number of Care Providers licensed to use said Application or whose data may be processed using the Applications. Where an Application is indicated as being licensed for a specific number of beds, such number indicates the maximum number of beds Customer is permitted to have at those Facilities that are processing data using the Application and Customer is required to notify Siemens within thirty (30) days of any additional beds. For Applications which by their nature are PC-based, if no restriction for users or workstations or servers is indicated, then Customer may make a reasonable number of copies of such Applications for processing within the scope of this grant of license.

3.3 Customer may make a reasonable number of backup copies (not to be concurrently used for active data processing) of each Application operated at a Facility to be used solely for backup, emergency and/or testing purposes at the Customer location. Customer shall not disassemble, decompile, or otherwise reverse-engineer any of the Deliverables. Customer shall be responsible for the compliance with this Agreement by all of Customer's users granted access hereunder. Customer shall not transfer its license nor sublicense the Deliverables, except that this Agreement may be assigned by Customer pursuant to the assignment provisions of this Agreement.

3.4 When Licensed Content is provided, it is generally provided as a generic template or starter set of information. Some Licensed Content, such as order entry starter sets and nursing assessment pathways, may be modified by Customer to fit its specific environment. Other Licensed Content, such as CPT codes may not be modified. For content that Customer can modify, Siemens does not assume any responsibility for assuring that Licensed Content is complete, accurate or appropriate for a specific situation. This responsibility rests entirely with Customer. Customer is responsible for the clinical and financial validation and use of the Licensed Content and for maintaining the Licensed Content to keep it current.

3.5 Siemens or its suppliers shall have the exclusive title to, copyright and trade secret right in, and the right to grant additional licenses to, the Applications and related Deliverables. Customer shall not remove or permit to be removed from any of the Deliverables (and shall include on any copies or partial copies thereof) any identifying mark or indicia of Siemens' or other suppliers' rights in such item. If Siemens incorporates the programs or content of any other suppliers in the Applications, those suppliers shall be entitled to the benefit of the obligations incurred by Customer in this Agreement. Third Party Software provided by Siemens may have license restrictions on the number of users, workstations or servers and other qualifying terms and conditions. With respect to certain Third Party Software, where applicable, Siemens shall pass through to Customer the associated Third Party Software vendor's required license terms and conditions.

4. **EQUIPMENT.**

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4.1 A separate Schedule 1 shall be developed for each System and/or logical grouping of Applications, as appropriate, and each Schedule 1 shall be attached to and made a part of this Agreement. Each Schedule 1, which may be updated from time to time, is based on and limited to, the use of the Version and/or Release of the Application(s) listed in such Schedule 1 within the operating context contained therein. Schedule 1 is based on Customer's reported statistics and assumes operation on the technology platform of only the Siemens Applications and Third Party Software listed therein. Changes or inaccuracies in Customer's statistics, or the operation of additional software or Applications other than those listed in Schedule 1, will effect performance of the system.

4.2 Customer shall procure all Equipment and such items of Third Party Software which are designated in Schedule 1 as being required for Customer to obtain, either from its existing resources, from Siemens and/or from a third party. Title to any Equipment purchased from Siemens shall pass to Customer upon payment in full of the associated Equipment purchase price; such title shall be free and clear of all liens and encumbrances, excepting those of parties claiming through Customer. Prior to the Delivery Date for an item of Equipment and with Customer's prior approval, which shall not be unreasonably withheld, Siemens may substitute another item of equipment, which has at least the equivalent processing, storage, communications, display and/or printing capabilities.

4.3 Customer shall pay for the transportation charges (including freight, drayage, rigging and transit insurance) for Equipment acquired from Siemens, the installation charges invoiced to Siemens by suppliers of the Equipment and the charges for cable, disk packs, tapes and other supplies that Customer may purchase from Siemens.

4.4 Customer shall bear the risk of loss of, and damage to, the Equipment from all causes whatsoever commencing upon the date the item is physically delivered to Customer, except to the extent of Siemens' negligence.

4.5 The fee for each item of Equipment and items of Third Party Software obtained from Siemens pursuant to a Supplement shall be due and payable as follows:

4.5.1 Twenty-five percent (25%) on the date hereof; and

4.5.2 Forty-percent (40%) on Delivery.

4.5.3 Thirty-five percent (35%) on Acceptance. Acceptance is defined as having the equipment in working order, or as mutually agreed upon. Acceptance shall be performed within 15 days from Delivery. If hardware is not accepted as mutually agreed upon, Customer will notify Siemens and withhold the 35% payment until the hardware is repaired or replaced. In the event Siemens does not receive such notification from Customer within 15 days from Delivery, the hardware will be deemed accepted and the final 35% will be due.

4.5.4 Equipment and Third Party Software fees are contingent upon Customer permitting delivery within twelve (12) months of the date of the corresponding Supplement or as mutually agreed upon; Equipment and Third Party Software delivered after this time frame shall be charged at Siemens' then-current rates. If after written order placement by Siemens, Customer delays delivery or installation of the equipment in Schedule 1, Customer shall promptly reimburse Siemens for expenses, including but limited to storage, shipping, incurred by Siemens as a result of such delay and the balance of the fee for the equipment described in Schedule 1 shall be due and payable on the Equipment's originally scheduled Delivery Date.

4.6 Except as stated otherwise in the applicable Supplement, Equipment maintenance is not included in the Equipment Fees. Customers may obtain such maintenance through Siemens, its existing supplier or a third party.

5. DELIVERY AND SITE RESPONSIBILITIES.

5.1 Customer shall be responsible for preparing and maintaining the location of the Equipment and communications facilities in accordance with the specifications of the appropriate suppliers. Siemens shall deliver and implement, or cause to be delivered and implemented, the Applications and other Deliverables at a Facility, or shall prepare for Customer's use the Applications at Siemens' ISC, as may be applicable. Equipment shall be installed by the assigned party in accordance with the Implementation Workplan. Siemens agrees to deliver such items and perform in accordance with the Implementation Workplan. Customer agrees to permit delivery and perform its responsibilities under the Implementation Workplan and the Documentation.

5.2 Siemens shall provide Customer with Documentation for the installation, operation and internal support of the Applications via Siemens electronic Softcopy Library Documentation (hereafter "Softcopy"), or through the on-line help function. Siemens shall provide Customer with any revisions to Softcopy during the term of support.

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Customer agrees to establish the required environment and Equipment to implement Softcopy in accordance with Schedule 1. Customer may print or reproduce Softcopy in either machine-readable or printed form, for Customer's internal use only, in such reasonable quantities as are necessary to operate the associated System. Softcopy and its support are provided at no additional charge under the Siemens Support Program.

6. AMOUNTS PAYABLE BY CUSTOMER.

6.1. Each of the amounts payable to Siemens under this Agreement shall be due and payable by Customer as specified herein, or if not specified herein, twenty (20) days after the postmark date of invoice or thirty (30) days after the receipt of the invoice, whichever is later. Siemens may assess Customer a late payment charge of any amount which remains unpaid after the allowable period, except for those amounts withheld for dispute, to be computed at an annual percentage rate of the prime interest rate (published in the Wall Street Journal on the final business day of the month) plus two (2) percentage points or ten percent (10) whichever is less. Customer shall not be assessed a late payment charge on amounts paid within the period through thirty (30) days after the receipt of the invoice and pays any resolved disputed amount in a timely manner. Any payments to Siemens by Customer do not in any way relieve Siemens to fully perform its obligations under this Agreement.

6.2. All Recurring Monthly Fees may be increased by Siemens once in any twelve (12) month period on thirty (30) days' notice by no more than the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers ("CPI"); however, no such adjustment shall be made in the first twenty-four (24) months following the date of this Agreement.

7. WARRANTIES.

7.1 Siemens warrants that it has title to, or the right to grant licenses to, the Applications.

7.2 Siemens warrants that each Application, when operated on the Equipment and Third Party Software as set forth in the applicable Schedule 1, shall perform substantially in accordance with its Documentation during the applicable Warranty Period. Siemens shall correct malfunctions and errors in an Application at no charge to Customer, provided Customer notifies Siemens of any failures to meet this warranty within the Warranty Period. For term-licensed Applications or Applications provided remotely, the Warranty Period shall be the associated term as stated in the corresponding Supplement; and, for in-house perpetual-licensed Applications, the initial Warranty Period shall be for the period stated in the corresponding Supplement, which shall be a stated period of months commencing on the Application's Delivery Date. For in-house perpetual-licensed Applications, this warranty shall be extended for so long as Customer receives support for such Applications under the terms of the Siemens Support Program attached to this Agreement.

7.3 Siemens warrants that each item of Custom Programming, when operated on the Equipment and Third Party Software as set forth in the applicable Schedule 1, shall perform substantially in accordance with its Specifications during the Warranty Period, which shall be for the three (3) month period commencing on the item's Delivery Date. Siemens shall correct malfunctions and errors in an item of Custom Programming at no charge to Customer, provided Customer notifies Siemens of any failures to meet this warranty within the Warranty Period. This warranty shall be extended for so long as Customer receives support for such Custom Programming under the terms of the Siemens Support Program attached to this Agreement.

7.4 Siemens warrants that all services provided by Siemens to Customer under this Agreement shall be performed in a professional, competent and businesslike manner.

7.5 Siemens warrants that, for the applicable Warranty Period and as extended by the Support Program hereunder, the Applications and Custom Programming, if any, shall operate together with the Equipment and Third Party Software in accordance with the applicable Application Documentation and Schedule 1 and the applicable Specifications.

7.6 Siemens warrants that as to any Equipment or Third Party Software purchased by Customer from Siemens: (i) such items shall be ordered new from Siemens' supplier(s) and will include the manufacturer's standard end-user warranty; and (ii) Siemens shall pass through to Customer all Equipment and applicable Third Party Software manufacturers' assignable end-user warranties.

7.7 The warranties set forth in this Agreement are made to, and for the benefit of, Customer exclusively. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED. SIEMENS ALSO SPECIFICALLY DISCLAIMS

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ANY WARRANTIES OR REPRESENTATIONS RELATED TO THE INTERNET. SECURITY-RELATED FEATURES AND/OR SERVICES CANNOT GUARANTEE COMPLETE SECURITY VIA THE INTERNET AND SIEMENS SHALL NOT BE LIABLE FOR BREACHES OF SUCH SECURITY OR ANY OTHER RELATED WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, INTERNET FUNCTION AND/OR PERFORMANCE WARRANTIES. SIEMENS SHALL HAVE NO LIABILITY FOR THE CONDUCT OF CUSTOMER'S USERS ON THE INTERNET.

7.8. In connection with its performance under this Agreement, Siemens will comply with its Code of Conduct, as updated from time to time and available on Siemens' web site, as well as other applicable policies such as supplements thereto relating to relations with customers and relating to doing business with the government. Siemens covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Siemens agrees to inform Customer of all Siemens' interest, if any, which are or which Siemens believes to be incompatible with any interest of Customer as described in the preceding sentence. Siemens further covenants that in the performance of this Agreement, no person that Siemens knows has any such interest shall be employed or retained by it under this Agreement.

8. INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 At Siemens' expense as described herein, Siemens shall indemnify, defend and hold Customer harmless from and against any claim enforceable in the United States that the Applications or Documentation infringe a patent, copyright, trademark or other intellectual property right by defending against such claim and paying all amounts that a court finally awards or that Siemens agrees to in settlement of such claim. Siemens shall also reimburse Customer for all reasonable expenses incurred by Customer at Siemens' request. To qualify for such defense and payment, Customer must: (i) give Siemens prompt written notice of such claim; and (ii) allow Siemens to control, and fully cooperate with Siemens in, the defense and all related negotiations.

8.2 Siemens' obligation under this Section is conditional upon Customer's agreement that, if the operation of the Applications or the use of Documentation becomes, or in Siemens' opinion is likely to become, the subject of an infringement claim, then Customer shall permit Siemens, at Siemens' expense, either to procure the right for Customer to continue to use such items or to replace or modify them so that they become non-infringing and retain substantially comparable function. If the foregoing is not possible on terms that are reasonable in Siemens' judgment, Customer agrees to return the Deliverables to Siemens upon Siemens' written request. Siemens will then give Customer a credit equal to Customer's net book value for the Deliverables, calculated in accordance with generally accepted accounting principles. Deliverables will be returned to Siemens upon execution of a timely transition to replacement software.

8.3 Siemens shall have no obligation with respect to any claim based on (i) Customer's use of the Applications or Documentation in violation of this Agreement; (ii) Modifications or Adaptations; or, (iii) Custom Programming for which Siemens does not develop the Specifications. This Section 8 states Siemens' entire obligation to Customer regarding intellectual property right infringement.

9. CONFIDENTIALITY.

9.1 Each party shall retain in strict confidence the terms and conditions of this Agreement and all information and data relating to the other party's business, patients, employees, affiliates, development plans, programs, documentation, techniques, trade secrets, systems and know-how, and shall not, unless otherwise required by law, disclose such information to any third party without the other's prior written consent. Upon Siemens' request, Customer shall inform Siemens in writing of the number and location of the original and all copies of each of the Deliverables.

9.2 For ISC-based Applications, upon permission from Customer and in accordance with the Business Associate Agreement referenced in Section 9.4 below, Siemens shall have the right to compile and distribute statistical analyses and reports utilizing aggregated data derived from information and data obtained from Customer, other Siemens customers, and other sources. Such reports and analyses shall contain only de-identified data, in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules. Siemens agrees that it will not assert any ownership interest in the data supplied by Customer under this Agreement.

9.3 Customer shall have the right to disclose the Deliverables and other Siemens information to Customer's employees, consultants and agents on a need-to-know basis, provided that: (a) all such consultants and agents have entered into a confidentiality agreement with Siemens prior to such disclosure; (b) consultants and agents shall not access either the Implementation Methodology (used for development of Implementation Workplans)

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or the Builder's Edge development tools without first entering into a corresponding license agreement with Siemens; and (c) requests by Customer for Siemens to permit a third party to operate the Applications on Customer's behalf and/or requests to permit any competitors of Siemens to have access to the Deliverables must receive separate prior written approval from Siemens.

9.4 The parties agree to the terms of the Business Associate Agreement Addendum attached to this Agreement as Exhibit E, and to the extent of any conflict between the terms of that Business Associate Agreement Addendum and the terms of this Agreement, the terms of that Business Associate Agreement Addendum shall control.

9.5. Neither party shall use for personal gain or make other improper use of privileged information which is acquired in connection with this Agreement, but nothing in this Section 9.5 shall limit the parties' other rights and obligations under the Agreement or any Supplement or Exhibit. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of contractors or subcontractors in advance of official announcement.

10. **FEDERAL ACCESS.** Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Siemens will make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Siemens that are necessary to certify the nature and extent of costs incurred by Customer for such services. If Siemens carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars \$10,000 or more over a twelve (12) month period, Siemens will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the related organization will make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Siemens for such service.

11. **DISPUTE RESOLUTION.** In the event that a dispute arises between Siemens and Customer, which cannot be resolved in the normal course, the following dispute resolution procedures shall be followed:

11.1 If a dispute arises, then (i) within ten (10) business days of a written request by either party, Customer's designated project manager and Siemens' Site Manager shall meet and resolve the issue; if these parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to Customer's designated information systems manager and Siemens' Regional Consulting Services Manager; if these parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for resolution to Customer's designated senior executive and Siemens' Regional Vice President.

11.2 The time periods herein are in addition to those provided under other provisions of this Agreement.

11.3 This provision shall not apply to claims for equitable relief (e.g., injunction to prevent disclosure of confidential information).

12. **DEFAULT AND TERMINATION.**

12.1 **Default.** If either party fails to observe or perform any material obligation under this Agreement, then following the parties' good faith efforts to resolve the dispute in accordance with Section 11, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established within sixty (60) days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. The right of the non-defaulting party to terminate this Agreement under this Section is in addition to all other rights that are available to it under this Agreement, at law or in equity.

12.2 **Transition.** Prior to any termination, the parties shall work in good faith together to plan and/or effect an orderly transition to a successor system.

12.3 **Termination Activity.** Upon termination of this Agreement, Customer shall (at the defaulting party's expense if the termination is due to default - otherwise at Customer expense) destroy all copies of the associated Deliverables or, at Siemens' direction, return them to Siemens, and the license for such Deliverables shall terminate. The provisions of this Section and the Confidentiality Section shall survive the termination of this Agreement. Upon receipt of a notice of termination from Siemens in accordance with this Section, Customer may

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elect to continue to operate the System for a period of up to twelve (12) months from the date of notice of termination for the purpose of allowing Customer an orderly conversion to another system. Customer agrees to immediately cease all activity which resulted in the material breach of this Agreement and use all reasonable efforts to cure the breach. To the extent that Customer's breach was failure to make timely payment, Customer acknowledges that Siemens has no obligation whatsoever to continue to honor the Agreement if Customer is in arrears on its payment obligations. At such time as Customer is fully current in its payments to Siemens hereunder, Siemens will honor its own obligations under the Agreement. During the conversion period, Customer shall be responsible for payment of all fees due Siemens under this Agreement associated with the operation and support of the System. In the event termination is due to Customer failure to pay amounts due under this Agreement (other than amounts disputed in good faith), Customer shall agree to implement a payment plan to satisfy its outstanding obligations to Siemens and shall pay Siemens in advance for additional support and professional services Customer may require. All applicable Terms and Conditions of this Agreement shall continue to apply during the conversion period.

12.4 Termination for Unavailability of Funds. In recognition that Customer is a part of a governmental entity, and its operation and budgets are determined on an annual basis, Customer shall have the right to terminate the services provided by this Agreement as follows:

(i) If Customer has used its best efforts to obtain funding required to continue services under this Agreement, but such funds are not appropriated to Customer, then Customer shall have the right to terminate this Agreement upon 90 days prior written notice to Siemens. This timeframe for notification shall be reduced from 90 days if Customer does not receive funding authorization prior to this requirement.

(ii) Customer shall notify Siemens in writing as soon as possible as to whether or not funds have been appropriated for the following fiscal year.

(iii) If this Agreement is terminated pursuant to (i) or (ii) above, Customer agrees to promptly pay all Siemens fees and other charges incurred up to the termination date.

(iv) If this Agreement is terminated pursuant to (i) or (ii) above, and if funds are subsequently appropriated for services of the kind contemplated under this Agreement during the year of termination or during the following year, then Customer shall promptly notify Siemens in writing and Siemens shall have the right either to reinstate this Agreement or to have the right of first refusal to contract anew with Customer first services of the kind contemplated hereunder.

13. LIMITATION OF REMEDIES. The remedy for Siemens' breach of any provision of this Agreement shall be repair, re-performance or replacement by Siemens, where any such replacement must be in compliance with the applicable terms of this Agreement, including any applicable integration requirements. In the event that such breach cannot be remedied by repair, re-performance or replacement by Siemens, or where a repair, re-performance or replacement remedy is not applicable, Siemens shall be liable only for direct damages, in the aggregate up to the greater of (i) the previous twelve (12) months of the monthly fees (RCO, ASP and/or term license fees) paid for such applications; (ii) plus \$750,000. Any sums paid under the Intellectual Property Indemnification Section shall not be subject to the limits of this Section. Siemens shall not be liable for claims caused by Modifications or Adaptations by anyone other than Siemens. This Section 13 states the exclusive remedy for any cause whatsoever against Siemens, regardless of the form of action, whether based in contract, tort (including negligence), strict liability or any other theory of law. The parties to this Agreement have each agreed to the fees and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages set forth in this Agreement, and that the same form an essential basis of the bargain between the parties.

14. INDEMNIFICATION. Each party to this Agreement shall indemnify, defend and hold harmless the other party for bodily injuries and/or tangible property damage caused by the indemnifying parties own acts whether intentional or negligent arising out of or by virtue of the indemnifying parties performance under this Agreement, including, but not limited to, acts of the indemnifying parties employees and agents that are within the scope of their employment or agency. The indemnifying party shall defend the claim and pay all amounts that a court finally awards or that the indemnifying part agrees to in settlement of such claim. To qualify for such defense and payment, the claiming party must (i) give the indemnifying party prompt written notice or such claim, (ii) allow the indemnifying party to control the defense and all related negotiations, and (iii) fully cooperate with the indemnifying party.

Nothing contained in this Agreement shall limit any and all rights which Customer, its officers, employees, agents or independent contractors possess pursuant to California civil code 2778.

15. DAMAGE WAIVER. INDEPENDENT OF THE EXCLUSIVE REMEDIES EXPRESSED IN SECTION 13 ABOVE, THE PARTIES EXPRESSLY AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL,

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CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTY IN BREACH WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.

16. **USE OF SYSTEM.** Customer is solely responsible for using each System and for the accuracy and adequacy of information and data furnished for processing. Customer shall have full responsibility for the care and well-being of its patients and any reliance by it upon a System shall not diminish that responsibility.

17. **FORCE MAJEURE.** Neither Siemens nor Customer shall be responsible for any delay or failure of performance resulting from causes beyond its control.

18. **EMPLOYMENT NON-SOLICITATION.** Siemens and Customer agree not to solicit the employment of the other party's employees during the term of support or RCO services under this Agreement, without the express written consent of the other party.

19. **AVAILABILITY OF RIVERSIDE COUNTY REGIONAL MEDICAL CENTER FACILITIES.**

a. Siemens shall assure that its employees and agents comply with the Customer site rules and regulations as allowed by applicable law.

b. Siemens agrees to invite only those persons performing necessary tasks on behalf of Siemens to come upon the Customer premises.

c. Siemens agrees that no property, other than such as would normally be brought upon the Customers premises incident to the services specified in the Agreement, will be brought upon Customer premises.

d. Siemens will only conduct County business, specifically Customer business as it relates to the scope of this Agreement, and that all non-County business will be deducted from charges accordingly. County equipment, supplies or material may only be used for County business.

20. **SECTION HEADINGS.** The Section headings contained herein are for convenience only and shall not define or limit the scope of any provision of this Agreement.

21. **AGENCY NAME.** Siemens agrees not to use County, Riverside County Regional Medical Center, Department of Environmental Health Department, Department of Public Health, Department of Animal Services or any of their employees, a description of the System implementation process or results, or information relating to this Agreement in any advertising or as a reference without the prior written consent of County or Riverside County Regional Medical Center.

22. **NON-DISCRIMINATION.** Siemens shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, age or sex in the performance of this Agreement: and to that extent Siemens shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code) with respect to its Los Angeles Office, and the Federal Civil Rights Act of 1964 (P.L. 88-352) for the Term of the Agreement. Siemens shall require each of its subcontractors to comply with this requirement and shall include in each subcontract, if any is required for the Agreement, language similar to the preceding sentence.

23. **INSURANCE.** Without limiting or diminishing Siemens' obligation to indemnify or hold Customer harmless, Siemens shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the Term of services under Supplement 1.

23.1 **Workers' Compensation:** 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. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement. The parties acknowledge and Customer consents to Siemens' deductible for this insurance being \$1,000,000.

23.2 **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of Siemens' performance of its obligations hereunder. Policy shall name the County of Riverside, Special Districts, their respective Directors, Officers, elected officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence

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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. The parties acknowledge and Customer consents to Siemens' deductible for this insurance being \$1,000,000 per occurrence and \$10,000,000 annual aggregate.

23.3 Vehicle Liability: If Siemens' vehicles or mobile equipment are used in the performance of the obligations under Supplement 1, then Siemens 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 the County of Riverside, Special Districts, their respective Directors, Officers, elected officials, employees, agents, or representatives as an Additional Insured. The parties acknowledge and Customer consents to Siemens' deductible for this insurance being \$1,000,000 per occurrence.

23.4 General Insurance Provisions – All lines:

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County of Riverside Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII (A: 8).

Insurance deductibles or self-insured retentions are referenced above, and Siemens represents that those deductible obligations to insurers are secured by letters of credit. Upon notification of deductibles or self insured retention's unacceptable to the County of Riverside, and at the reasonable election of the County's Risk Manager, Siemens' carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with Customer, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

Siemens shall cause its insurance carrier(s) to furnish the Customer 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 in writing in the event of a claim subject to indemnification by the County of Riverside 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, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to 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, Supplement 1 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. Siemens shall not commence operations until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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 when responding to Siemens' obligation to indemnify Customer for Siemens' negligence, and Customer's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory in that case.

Customer's Reserved Rights—Insurance. If, during the Term of services under Supplement 1 or any extension thereof, there is a material change in the scope of services or performance of work; 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 of Riverside 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 Siemens has become inadequate.

24. PROFESSIONAL LIABILITY INSURANCE. Siemens shall maintain Professional Liability Insurance providing coverage for Siemens' performance of work included within Supplement 1, with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If Siemens' Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the Term of services under Supplement 1 and Siemens shall purchase at its 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; 3) demonstrate through Certificates of Insurance that Consultant has Maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of three (3) years beyond the termination of services under Supplement 1.

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25. **WAIVER OF DEFAULT.** Any failure by Customer or Siemens at any time to enforce or require strict performance by the other of any of the terms or conditions of this Agreement shall not constitute a waiver by Customer or Siemens of a breach of any such terms or conditions, and shall not affect or impair such terms or conditions in any way or the right of Customer or Siemens at any time to avail itself of such remedies as it may have for any breach.

26. **INDEPENDENT CONTRACTOR.** Siemens and its agents, servants, and employees shall act at all times in an independent capacity during the term of the Agreement and in performance of services to be rendered hereunder, and shall not act as and shall not in any manner be considered to be agents, officers, or employees of Customer. In conformity with Siemens being an independent contractor, Siemens shall retain sole and absolute discretion and judgment in the manner and means of carrying out its duties under this Agreement. Siemens shall not be entitled to any benefits payable to employees of Customer including Customer's Workers' Compensation benefits. Customer is not required to make any deductions from the compensation payable to Siemens under the provisions of this Agreement; and as an independent contractor, Siemens hereby holds Customer harmless from any and all claims that may be made against Customer based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties hereto that Siemens in the performance of its obligation hereunder is subject to the control or direction of Customer merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. Siemens agrees to indemnify Customer for any and all Federal/State withholding or State retirement payments which Customer may be required to make by Federal or State government. If for any reason Siemens is determined not to be an independent contractor to Customer carrying out the terms of this Agreement, the indemnification described in the preceding sentence shall be paid in full to Customer upon sixty (60) days written notice to Siemens of a Federal and/or State determination that such payment is required.

27. **MATERIAL QUALITY AND WORKMANSHIP.** Materials and components shall be of good commercial quality for the service as described in the Documentation.

28. **SAFETY.** The materials and services which Siemens will furnish to Customer must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal Government and the State of California, whether or not such safety regulations have been specifically outlined in this Agreement.

29. **COMPONENTS.** Siemens is not relieved of its responsibility to supply all materials, components, parts, processes, and services as furnished and supplied as its standard items for Applications which Customer has licensed from Siemens should such materials, components, parts, processes and services not be described in this Agreement. All such "standard" items shall be furnished and included in the prices specified in this Agreement.

30. **DISASTER AVOIDANCE AND RECOVERY.** For the term of this Agreement, Siemens will maintain disaster avoidance provisions designed to safeguard Customer's data and the information processing and network services capabilities of Siemens Information Services Center (ISC). Siemens will also maintain recovery plans to be used during unexpected events which may, for limited periods of time, affect the ability of Siemens to perform Siemens obligations under this Agreement. Siemens tests and updates these plans on a routine basis. Siemens will evaluate new technologies and recovery approaches and include them into Siemens planning process where appropriate.

31 **MISCELLANEOUS.**

31.1 This Agreement shall not be assigned by Siemens or Customer without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by purchase, merger or consolidation. No assignment shall relieve the assignor of its obligations under this Agreement or affect any of those restrictions on the use of the Deliverables set forth in this Agreement. Any assignment not in accordance with these provisions shall be null and void.

31.2 Customer shall be responsible for the payment (directly or by reimbursement of Siemens) of all taxes imposed on Siemens or Customer and resulting from this Agreement or any performance under this Agreement, excluding taxes based on Siemens' income and employment taxes and unemployment insurance relating to Siemens employees. If Customer provides Siemens with a copy of its tax exemption letter or number, Siemens shall not bill Customer for taxes to which the exemption applies.

31.3 This Agreement shall be governed by the substantive laws of the State of California. Any legal action regarding the interpretation of the rights or obligations of the parties under this Agreement shall be filed in Riverside County Superior Court or the United States District Court for the Central District of California, currently located in Riverside, California. Nothing in this provision shall prevent either party from removing such legal action to the United States District Court for the Central District of California, currently located in Riverside, California.

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31.4 All notices sent to the other party pursuant to this Agreement which are required to be in writing shall be delivered by hand; or by certified or registered mail, postage prepaid, return receipt requested; or by overnight courier; or by FAX, as follows:

If to Siemens:
Chief Financial Officer
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, PA 19355
FAX # 610-219-3124

If to Customer:
Chief Information Officer
Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
FAX #951-486-4815

And

and

Regional Vice President
10833 Valley View Street
Suite 200
Cypress, CA 90630
FAX # 714-763-3650

Application Support Manager
Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
FAX #951-486-4815

All notices shall be deemed received on the date of delivery or, if mailed, on the date of receipt appearing on the return receipt card or by confirmation fax.

31.5 Siemens will make available to Customer upon request pre-printed forms, supplies, microfiche services, printing services, data archival services, tape-to-tape services, bill formats, freight, other services and miscellaneous items. Customer shall pay Siemens' then-current rates for such items and all other services, applications and products which Customer obtains from or through Siemens.

31.6 Neither party may institute an action in any form arising out of or in connection with this Agreement more than five (5) years after the right of action has accrued, or in the case of non-payment, more than five (5) years from the later of the date of the: last statement, or last collection notice, or last actual payment, or last promise to pay; except that this limitation shall not apply to an action for the payment of taxes.

31.7 In the event this Agreement is terminated, Siemens will work in good faith with Customer to complete necessary tasks required for transition to a new system, including but not limited to the following activities:

31.7.1 Delivery of archived data and operational data to Customer in a mutually agreed structure and physical format suitable for conversion to the new system.

31.7.2. Provision of related descriptive documentation including but not limited to data structure and label descriptions, database mapping between data tables, data dictionaries, operation field names, and any other components required for effective management and utilization of the data.

31.7.3. Provide assistance to Customer in comprehension, analysis and cleansing of historical data.

31.7.4. Provide assistance in the process of data mapping, data migration, testing and validation as needed for successful transition to the new system.

31.7.5. Work with third parties as required to complete the transition process.

Customer will pay Siemens' then-current rates, or those mutually agreed upon, for such items and all other services obtained through Siemens.

31.8 This Agreement constitutes the entire agreement of Siemens and Customer and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between Siemens and Customer relating to the subject matter herein. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties. Customer purchase orders are to be issued according to the terms and conditions of this Agreement, or as mutually agreed upon in writing.

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31.9 Siemens agrees to make the results of its annual SAS70 audit and copies of Siemens Disaster Recovery Plan available to Customer upon request.

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IN WITNESS WHEREOF, and intending to be legally bound, Siemens and Customer have executed this Agreement as of the day and year first above written.

SIEMENS MEDICAL SOLUTIONS USA, INC.

By: Pamela D. Sutterfield

Name: Pamela D. Sutterfield
Pamela D. Sutterfield

Title: _____
Regional Vice President

By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

COUNTY OF RIVERSIDE

By: Bob Buster

Name: BOB BUSTER

Title: CHAIRMAN, BOARD OF SUPERVISORS
(Type or Print)

ATTEST:
KECIA HARPER-JHEM, Clerk
By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 12/23/10
NEAL R. KIPNIS

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**EXHIBIT A
SYSTEM IMPLEMENTATION AND OTHER PROFESSIONAL SERVICES**

1. **IMPLEMENTATION.** For each implementation engagement, Siemens will provide: project management services to assist Customer in meeting its business objectives in a timely manner and within budget; planning sessions with Customer to develop an Implementation Workplan and Integration Plan; proprietary Siemens methodology software and tools, including online Documentation and help, learning tools and methods, and automated productivity enhancements; coordination of Application Deliveries, file conversions, interfaces and education; and support for key implementation milestones. Customer agrees to install the implementation methodology and Implementation Workplan delivered by Siemens on the workstation configuration described in Schedule 1.

When an Implementation Workplan has been mutually agreed to, it will be signed by Siemens and Customer and may be deemed a part of this Agreement.

2. **CHANGE ORDER PROCESS.** Each implementation engagement will be performed in accordance with either an Implementation Workplan or a Statement of Work which will describe the specific tasks to be performed by each party, task dependencies, and time-lines. Changes or decisions which affect the scope of the work effort or which delay scheduled completion of the project must be made in writing and signed by the Customer's designated project manager and Siemens' designated project manager. These changes shall be defined as "Change Orders" and will detail the nature of the change and the additional Professional Service Fees due hereunder for said change. Siemens will not perform work beyond the scope of the work effort without a Change Order.

3. **PROFESSIONAL SERVICES FEES.** Customer shall pay Siemens for professional services monthly as incurred on a time and materials basis based on the hours of professional services performed by Siemens which may vary from the hours estimated in the Implementation Workplan. Customer understands therefore, that the total Implementation Fee charged may exceed any estimates provided by Siemens. The minimum charge for on site services is four (4) hours. Customer shall reimburse Siemens for all reasonable travel, living and other out-of-pocket expenses incurred by Siemens personnel in connection with all services rendered by Siemens on site in accordance with Exhibit D. . Customer requests to cancel or reschedule on-site services must be made at least seventy-two (72) hours prior to the scheduled on-site service and will be treated as Change Order requests subject to mutual agreement in accordance with Section 2 above. . In the event Customer cancels or reschedules services three or more times during each phase with less than seventy-two (72) hours notice, on the third event and thereafter, Customer shall pay Siemens a cancellation charge based on the originally scheduled on-site hours, but not more than sixteen (16) hours, at the applicable hourly rate. Customer will be responsible for all Customer pre approved non-refundable travel and living expenses incurred by Siemens in relation to a cancelled on-site service regardless of when the request is made. No cancellation fees will apply if cancellation is solely caused by Siemens failure to provide services or deliverables. Siemens' current Professional Service Rates are listed below. These rates are subject to adjustment to Siemens' then-current rates for services performed more than six (6) months from the date of this Agreement.

- Consultant - \$185/hour
- Senior Consultant - \$210/hour
- Principal Consultant - \$220/hour
- Consulting Manager - \$235/hour
- Senior Consulting Manager - \$250/hour
- Project Manager - \$250/hour
- Senior Project Manager - \$280/hour
- Network Programmer - \$235/hour
- Non-warranty/Supplemental Customer Support - \$175-\$230/hour
- On-Site Education - \$2,700 to \$3,600/day

4. **PERSONNEL.**

4.1 Siemens will provide project management and consultants to guide Customer in the translation of its business requirements into an operational system.

4.2 Customer's staffing requirements will vary depending on the complexity of the installation, the Application mix, and the number of Facilities and end users to support. Typically, an installation requires the following Customer personnel: a Project Manager, Departmental Liaisons, Functional Analysts, Builders, and System and Operational personnel. Assigned Customer personnel must have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise where applicable, and software training. Customer personnel will

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be responsible for analyzing and communicating Customer's needs; performing System adaptation and testing; supporting production processing requirements and performing daily operational processing of scheduled functions, commencing upon Delivery; developing required materials and documentation for training and ongoing internal support of the System; performing end-user training and ongoing maintenance. Customer personnel requirements for a specific implementation will be stated in either a Supplement, amendment or Implementation Workplan.

4.3 Prior to commencing work under an Implementation Workplan or Statement of Work, Customer and Siemens shall each have the right to review the qualifications of the other's personnel who will perform installation tasks at the Facility, as allowed by any union contract or established Customer requirements. Upon receipt by Siemens or Customer of a written request from the other party that it replace, for good cause as specified in the request, any of its employees who work on the installation of the System(s) at a Facility, Siemens and Customer shall discuss a program to resolve the relationship. If the relationship has not been resolved within seven (7) business days, the party receiving such notice shall use reasonable efforts to replace such employee. Neither Siemens nor Customer shall be responsible for delays caused by its timely compliance with this Section. The Implementation Workplan shall be modified based on Siemens' or Customer's then-available resources in the event of such delay.

5. ACCEPTANCE.

PRELIMINARY ACCEPTANCE Customer shall, within the time frames specified in the mutually agreed Implementation Workplan, compare each Application, HDX Service and associated Custom Programming to respective Documentation or Specification and complete such other software or services tests, as Customer considers necessary for Preliminary Acceptance. Siemens will correct any failure of an Application, HDX Service or Associated Custom Programming to function substantially in accordance with the respective Documentation or Specification for which Customer gives Siemens detailed written notice during this test period. Upon receipt by Siemens of such notice, the test period shall be suspended until such time as Siemens notified Customer that the failure has been corrected, at which time the balance of the test period shall continue. In no event shall Customer have less than five (5) days for Preliminary Acceptance testing the corrections of the identified errors. An Application, HDX service, and associated Custom Programming will be deemed preliminary accepted by Customer at the earlier of the end of the initial test period if no notice of errors is received by then, or the end of the correction test period for which no notice of errors in the corrections is received: and in any event, on First Productive Use of the Application, HDX service and associated Custom Programming.

FINAL ACCEPTANCE Within thirty (30) days after First Productive Use of an Application, HDX Service, or associated Custom Programming, Customer shall compare each Application, HDX service and associated Custom Programming to respective Documentation or Specification and complete such other software or services tests as Customer considers necessary for Final Acceptance. Siemens will correct any failure of an Application, HDX Service or Associated Custom Programming to function substantially in accordance with the respective Documentation or Specification for which Customer gives Siemens detailed written notice during the (30) day test period. Upon receipt by Siemens of such notice, the (30) day test period shall be suspended until such time as Siemens notifies the Customer that the failure has been corrected, at which time the balance of the (30) day test period shall continue. In no event shall Customer have less than five (5) days for Acceptance testing the corrections of the identified errors. An Application, HDX service, and associated Custom Programming will be deemed to have reached Final Acceptance at the earlier of the end of the Final Acceptance test period if not notice of errors is received by then, or the end of the correction test period for which no notice of errors in the corrections is received.

6. CUSTOM PROGRAMMING. Siemens will develop Specifications for Custom Programming, where appropriate, with Customer's input and submit the Specifications and fee to Customer. When approved by Customer, Siemens will program the Custom Programming in accordance with a mutually agreed schedule. Custom Programming will be implemented after use of Applications in production, except for those Custom Programming items (such as file conversions and interfaces) identified herein or in the Implementation Workplan. Siemens will bill Customer for Custom Programming Fees monthly in arrears as incurred, unless otherwise specified. For other purposes, Custom Programming and Specifications will be treated as Deliverables under this Agreement. If requested, at then-current rates, Siemens will prepare for Customer a revised Equipment configuration for Custom Programming.

7. TRAINING.

- a. Siemens shall provide functional, technical, and operating training in the use and operation of all parts of the System provided by Siemens in accordance with the mutually agreed to Statement of Work. Travel and living expenses for Siemens personnel and Customers employees for such training are Customers responsibilities.

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- b. Each Siemens instructor shall have prior experience in providing such training.
- c. Siemens grants to Customer the right (to be exercised at Customers option) to teach internally from Siemens materials, including the right to reproduce training and other materials for use in the training Customer staff employees, subject to the confidentiality and grant of license provisions of this Agreement.

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**EXHIBIT B
SIEMENS GOLD SUPPORT PROGRAM**

Siemens will provide a program of support for the Siemens Applications and Custom Programming, if any, listed in a Supplement or amendment under the following terms and conditions.

1. SUPPORT.

1.1 Siemens shall correct any failure of the Applications to perform substantially in accordance with their respective Documentation, or any failure of supported items of Custom Programming to perform substantially in accordance with their respective Specifications. Customer may access the Siemens Customer Service Center ("CSC") through either the Internet enabled Electronic Issue Management System ("EIM") or, for urgent issues, by telephone 24 hours per day, 7 days per week to report such failures. Customer shall provide Siemens with both on-site and remote access to the System via the network configuration described in the Customer only section of the Siemens Web site, www.smed.com. Customer shall be responsible for all telecommunication services and remote programming support connections charges.

1.2 Siemens shall initiate work on urgent issues within one hour of Customer's request for assistance to the CSC. Urgent issues are issues involving substantial Application failure or issues, which, in Customer's reasonable judgment, are critical to Customer's overall operation. As to all other issues, Siemens will maintain on-line help screens on the EIM that define escalation levels and response time frames. Through the EIM, Customer may track the escalation of an issue, together with the time spent and actions performed to resolve the issue. In addition, Customer may use the EIM to request a reevaluation and escalation of the severity of a support issue.

1.3 Siemens shall provide Customer with issue solution reference sources, including but not limited to Documentation updates, Customer Memos, and the Support Solutions Knowledge Base, that provide answers to common support questions and advice on problem determination, diagnostic procedures and other support procedures. Customer shall set up a support help desk and ensure that appropriate personnel are trained in the use and support of the System and network. Prior to reporting a support issue, Customer shall complete any problem determination procedures, diagnostic activities and remedial actions detailed in these reference sources and in the Documentation. After Customer reports an issue to the CSC, Customer shall perform any remedial actions specified by the CSC, including, without limitation, installing Updates, Releases or new Versions. Customer shall also be responsible for updating and, upon resolution, closing all support issues electronically through the EIM.

1.4 For all Applications or other System components operated at a Facility, Customer shall be responsible for maintaining a support testing environment configured in accordance with Schedule 1 and for maintaining all necessary back-ups, recovery and required System operating procedures as specified in the Documentation.

1.5 Siemens shall provide periodic Updates and Releases to the Applications for which Customer is paying support fees and Documentation of these items at no additional license fee. For those Applications provided (i) remotely or (ii) on a term licensed basis or (iii) for which Customer is paying "Extended Support" as indicated in a Supplement or amendment, if Siemens announces a new Version, Customer shall receive the Version together with its Documentation at no additional license fee. For those items of Custom Programming for which Customer is paying Extended Support, Siemens will upgrade the Custom Programming to maintain compatibility with the new Version at no additional fee. Where a perpetually licensed Application or item of Custom Programming; is not covered by Extended Support and Siemens announces a new Version of such Application, the new Version will be charged at Siemens then current rates and Customer will be responsible for professional service fees related to any upgrade required for the Custom Programming. Customer shall be responsible for providing to Siemens, Custom Programming Specification revisions, if required, or to notify Siemens of any modifications to Customer's third party applications or systems that may adversely effect supported Custom Programming. At Customer's request Siemens will upgrade items of Custom Programming to account for such revisions or modifications at Siemens then current rates. For Applications installed at a Facility, Customer shall implement Updates within sixty (60) calendar days, Releases within six (6) months and Versions within eighteen (18) months after the item's General Availability Date unless Siemens announces or agrees to extensions to these implementation time frames. New features, enhancements to functionality and/or regulatory changes will not be retrofitted to down-level Releases or Versions, and Customer understands that in order to apply warranty repairs to the Applications, Customer must install all Updates. For Applications installed at the ISC, Siemens shall install Updates, Releases and Versions, and Customer shall perform any implementation tasks as advised by Siemens and in accordance with implementation schedules provided by the ISC.

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1.6 At Customer's expense, Customer shall obtain all additional equipment, the level of Third Party Software designated by Siemens, and any professional services required to implement Updates, Releases, Versions, Custom Programming or optional net new functionality. Customer shall obtain support or maintenance for all Third Party Software and Equipment from the respective vendor or support provider or, where available from Siemens and shall be responsible for any additional equipment or professional services required by Third Party Software vendors. Siemens shall provide Customer with coordination assistance for allied partner support issues that are related to an Siemens Application. Siemens has established a support baseline which the allied partners are expected to provide to Siemens customers in their separate support agreements. Customer should follow the communications protocols for contacting those Third Party Software and Equipment vendors that have established such protocols for Siemens customers. Customer should contact Siemens prior to installing Third Party Software Fix Packs and Service Packs. Customer must install and maintain anti-virus software on all workstations and servers and Customer is responsible for obtaining power surge protection and an Uninterruptible Power Supply system for all Equipment.

1.7 For Applications or Custom Programming for which a separate Support Fee is indicated either in a Supplement or amendment, Customer shall commence paying said Support Fee monthly at the end of the Initial Warranty Period. Support Fees for Applications or Custom Programming already installed shall commence on the date hereof. Siemens may increase all Support Fees each February, upon thirty (30) days written notice, by the previous calendar year's percentage increase in the United States Department of Labor Consumer Price Index, All Urban Consumers ("CPI") however no such adjustment shall be made in the first twenty-four (24) months following the date of this Agreement. . Notwithstanding any other provisions contained in the Agreement, Customer shall pay any fee increases imposed by Siemens' suppliers of third party licensed content, including without limitation, fees relating to any third party software products or other such third party licensed content imbedded in, or provided with, any Deliverables or services; where any such increases shall be invoiced at such time as other annual/monthly fee increases occur under the Agreement. Siemens will notify Customer in writing of the third party fee increase.

2. ADDITIONAL SERVICES.

2.1 With the exception of changes to the tax tables used with the GFS Applications, Siemens will make available to Customer programming changes to the Applications in response to generally applicable state-mandated billing changes and generally applicable federally-mandated regulatory changes, including programming changes made in response to HIPAA. Notwithstanding any other provisions of this Support Program, all such programming changes shall be separately chargeable by Siemens, provided that federally-mandated programming changes to the payroll and accounts payable Applications and to the case mix groupers/schemes shall be made available at no additional software charge. Changes will be made available to Customer when made generally available to Siemens' customers. Customer shall be responsible for any additional Equipment and Third Party Software (whether new or upgraded), any professional services and any third party fee increases required in response to federal and state regulatory changes. Changes to the tax tables used with Novius GFS-Lawson Applications are subject to the terms and conditions of a separate agreement between Customer and BSI, a third party vendor. Siemens' charges, if any, for other generally applicable federally-mandated programming changes (including without limitation any changes in response to future HIPAA regulations) or state-mandated billing changes are contingent on the scope and, if applicable, processing demand required for such changes and are set on a multi-customer/fair-share basis for programming.

2.2 Siemens will provide Customer with a Monthly Supplemental Support Services Allowance of four (4) hours per month at no additional fee. Any unused portion of this monthly allowance cannot be carried forward to subsequent months. These hours may be used for diagnostic assistance and other problem determination procedures, for remediation of problems unrelated to Subsection 1.1 above, and for advice on the operation and functions of the Applications ("Supplemental Support Services"). Based on the nature of the Customer request, CSC personnel may refer Customer to other billable services offered by Siemens, including but not limited to training or consulting services. CSC personnel will advise Customer as to whether the service can be provided under the Supplemental Support Services or whether it will be separately billable. Customer shall be responsible for approving each service request and, if applicable, referral, prior to Siemens providing assistance. Time spent on Supplemental Support Services will be calculated in minimum time increments of one-half (1/2) hour. Commencing on the date of this Agreement any Supplemental Support Services hours used by Customer in excess of the Monthly Support Services Allowance shall be due and payable monthly as incurred and shall be billed at Siemens then current Supplemental Support Services hourly rate.

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**EXHIBIT C
CUSTOMER FACILITIES**

The Facilities shall be limited to the following, except to the extent modified by mutual prior written consent of the parties.

Riverside Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

Inpatient Treatment Facility
9990 County Farm Road
Riverside, CA 92503

Those facilities owned or operated by the Customer.

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**EXHIBIT D
SUMMARY OF SIEMENS TRAVEL AND LIVING POLICIES**

The following is a summary of the principal provisions of Siemens' present policy for employee reimbursement for United States travel and living expenses. Siemens passes these charges through to Customer.

1. Commercial Air Fare. Siemens' employees must accept the lowest logical coach class airfare available in the market place on any reasonable air carrier.
2. Car Rental. Intermediate class (midsize) (unless the number of people being transported requires a larger car) from a car rental firm that provides Siemens special reduced rates.
3. Use of Personal Automobile. Siemens' employees will be reimbursed for business usage of personal cars at the IRS standard rate.
4. Other Commercial Travel. Coach class for trains and buses. The most economical mode of transportation should be used for travel to and from airports. Consideration must be given to the length of trip and associated parking costs when determining the most economical mode of transportation. Siemens' employees will be reimbursed for reasonable taxi fares for inter-city transportation.
5. Parking. For any trip longer than one day, Siemens' employees should use the economy/long-term parking which can be on airport property or off-site. For off-hours travel only (arriving to the airport prior to 6:00 AM and/or leaving after 9:00 PM), the short term parking garage can be used for safety reasons. When using a parking meter, reasonable expenses incurred are reimbursed.
6. Lodging. Siemens' employees must use the hotels listed in the Siemens North American Travel Directory or those hotels with which Siemens has negotiated discounted rates. Siemens will reimburse employees for reasonable dry cleaning or laundry charges for trips exceeding seven (7) consecutive days of travel. Siemens does not reimburse employees for in-room movies, mini bar purchases, and health club/spa fees.
7. Meals. Meals are reimbursed when business travel requires an overnight stay preventing the employee from returning home or when business requires the employee to leave home very early or return home late and causes the employee to incur meal expense. Multiple meals are reimbursed up to the maximum per diem amount of \$40.00.
8. Tolls. Siemens reimburses for tolls incurred while traveling on company business. A receipt is not required unless the tolls exceed a daily limit of \$10.
9. Telephone Usage. Phone calls which are made for business purposes are reimbursable with the proper documentation. Personal phone calls for safe arrival and emergencies are reimbursable while on business travel provided proper documentation is submitted. Siemens will reimburse employees for reasonable hotel high speed internet access charges while traveling on company business. For infrequent travelers, occasional cellular phone expenses incurred for business purposes are reimbursable. For frequent travelers, all wireless services used for company business must be procured and reimbursed through the Siemens corporate programs for cellular phones.
10. Receipts. Siemens' employees must submit original receipts, except for personal meals, personal car mileage, metered parking, and tolls under \$10 per day.

Where Siemens employees visit more than one client on the same trip, the expenses incurred are apportioned in relation to time spent with each client.

Siemens' policy for employee reimbursement may be changed by Siemens from time to time to reflect changes in economic and business factors. Siemens will notify Customer in writing of these changes.

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**EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the 2010 Agreement to which it is attached as Exhibit E (the "Underlying Agreement") between the **County of Riverside** ("County") and **Siemens Medical Solutions USA, Inc.** ("Contractor") as of the date of the Underlying Agreement (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:

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- (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 and/or 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, or any other purpose, financial or otherwise, as requested by County.
- (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, nor 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 or 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.

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- 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 substantially 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. Promptly provide access to County, at the request of County, to PHI in a Designated Record Set.
 - B. To promptly make available for any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (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 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 the County's or Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
 - F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
 - 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.

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- B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate 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, if Contractor has breached a material provision of this Addendum provided that County has provided Contractor with notice of the existence of an alleged material breach and afforded Contractor with an opportunity to cure the material breach and Contractor has failed to cure the breach, or if the material breach is not curable. . The duration of that opportunity to cure shall be based on the nature of the breach or violation involved and shall be consistent with the cure period provided for in the applicable Underlying Agreement. If termination is not feasible, County shall report the violation to the Secretary of Health and Human Services.
- 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 and/or ePHI 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

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 under 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.

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.

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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.

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.

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, Security 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 and/or Security Rule means the section(s) 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.

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SUPPLEMENT 1
EDI SERVICES

1. Definitions. The following definitions govern the meaning of these capitalized terms used in this Supplement and supersede definitions used elsewhere in the Agreement. Other capitalized terms are as defined in the Agreement.

1.1 "Delivery" or "Delivery Date" shall mean the date on which the item in question is physically delivered to Customer.

1.2 "Documentation" shall mean manuals, memoranda, or other documentation provided by Siemens either in printed or electronic format which describe the EDI Services.

1.3 "EDI Services" shall mean those electronic data interchange services described in Appendix 1 to this Supplement.

1.4 "Facilities" shall mean those entities listed in Appendix 1 which are owned or operated by Customer and which are authorized to use the EDI Services.

1.5 "Third Party Recipient(s)" shall mean any party to whom Customer intends to send or receive Transactions using the EDI Services including payers, fiscal intermediaries, government entities or other service providers or information suppliers.

1.6 "Transaction" shall mean the occurrence through an EDI Service of a Customer information request to a Third Party Recipient, and/or the receipt by Customer of a corresponding response or notification by that Third Party Recipient.

2. Term. The Term of this Supplement shall be eighty-four (84) months from the date of the Agreement. That Term shall automatically renew for successive one (1) year periods thereafter unless one party sends notice of non-renewal to the other not less than six (6) months prior to the end of the then-current Term. Siemens' then-current standard rates will apply during any renewal Term.

2.1 Reorganization or Discontinuation of Services. In the event that changes to Customer's reimbursement requirements or the need for Siemens' services is eliminated due to changes in the healthcare market, and the result is that the EDI Services do not meet Customer's fiscal requirements, then, upon written notice from Customer received by Siemens within thirty (30) days after the effective date of the applicable law or regulation, change to Customer's reimbursement requirements, or other change in the healthcare market, this Supplement shall terminate, provided (i) Customer is then-current in all obligations to Siemens, and (ii) if Customer seeks to establish an electronic eligibility verification capability within twelve (12) months after the termination of this Supplement, then Siemens shall have the right of first refusal to provide such services to Customer for a term equal to the number of months remaining in the Term as of the termination date, subject to Siemens' then-current terms, conditions and fees. For example, if Customer terminates in month 24 of a 60-month term and then seeks to reestablish service, the remaining term shall be 36 months.

5. Equipment and Communication Services. Customer shall purchase from Siemens and Siemens shall supply the equipment and third party software designated in Appendix 1 at the rates described therein. Equipment and third party software fees are due upon Delivery. The Equipment Fee listed in Appendix 1 includes both the equipment and installation of the equipment. Router installation will be performed by a CISCO Engineer.

6. Installation. Siemens shall perform the professional services required to install and activate the EDI Services for the professional service fee described in Appendix 1 in accordance with the Statement of Work attached to said Appendix. Professional Services outside the scope of the Statement of Work shall be billed monthly as incurred at Siemens' then current hourly rates based on the actual number of hours performed. Customer shall also pay Siemens' reasonable travel and living expenses for professional services performed at a Facility.

7. Warranties. In addition to the warranties and disclaimers outlined in Section 7 of the Agreement, the following apply to the EDI Services described in this Supplement:

7.1 Within a commercially reasonable time frame following publication in final form of the associated regulations or any additions or other revisions thereto, Siemens will comply with the applicable Health Insurance Portability and Accountability Act ("HIPAA") rules for Electronic Transactions/Code Sets for those electronic data

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interchange transactions for which Siemens provides the gateway/router and related services.

7.2 NOTWITHSTANDING THE FOREGOING, SIEMENS MAKES NO REPRESENTATIONS OR WARRANTIES (A) WITH RESPECT TO THE UNDERLYING ACCURACY OR CORRECTNESS OF ANY OF THE DATA OR INFORMATION INPUT INTO THE SYSTEM OR COMMUNICATED TO/FROM CUSTOMER VIA THE EDI SERVICES, OR (B) WITH RESPECT TO THE AUTHORITY OF PARTICIPANTS TO SUBMIT INFORMATION TO THE SYSTEM OR ACCESS INFORMATION FROM IT. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED.

8. Support.

8.1 Siemens will provide support for the EDI Services, and routers and for the connection between Siemens and third parties up to the point of Transaction transfer, as follows:

8.1.1 Siemens will work with Customer to coordinate and plan first level support for EDI Services delivered via Customer's healthcare information system vendor.

8.1.2 Siemens will provide on-call support via telephone, 24 hours/day, 7 days/week. Routers will be replaced or repaired within four (4) hours after Siemens' receipt of a malfunction report from Customer.

8.2 Customer is responsible for the following support obligations:

8.2.1 Customer will assist Siemens in establishing and/or maintaining support procedures, and will complete appropriate problem determination procedures prior to contacting Siemens.

8.2.2 Customer will perform remedial action as reasonably requested by Siemens to assist in problem resolution.

8.2.3 Customer is responsible for maintaining its own records of data submitted to the EDI Service.

8.2.4 Customer will be responsible for any upgrades to the router required during the term.

9. Confidentiality. Each party will implement appropriate policies and procedures for purposes of preventing unauthorized access to data, and unauthorized disclosure of data. Customer authorizes Siemens to transmit the data for purposes of this Supplement. Customer acknowledges that it is solely responsible for obtaining all required authorizations before submitting data to Siemens. For billing, audit and recovery purposes, Siemens shall log and maintain a record that a Transaction occurred. As amended, the confidentiality provisions of the Agreement shall also apply to this Supplement, and shall protect the confidential information of Customer, Siemens, and Siemens' suppliers.

10. Federal Access. Until the expiration of four (4) years after the furnishing of any service pursuant to this Supplement, Siemens will make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of the Agreement and any books, documents, records and other data of Siemens that are necessary to certify the nature and extent of costs incurred by Customer for such services. If Siemens carries out any of its duties under the Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, Siemens will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the related organization will make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Siemens for such service.

11. Limitation of Remedies. The remedy for Siemens' breach of any provision of this Supplement shall be repair, re-performance or replacement by Siemens. In the event that such breach cannot be remedied by repair, re-performance or replacement by Siemens, or where a repair, re-performance or replacement remedy is not applicable, Siemens shall be liable only for direct damages, in the aggregate up to the sum of the EDI Service Fees paid by Customer for each of the months in which Siemens' liability occurred. As amended, the Limitation of Remedies Section in the Agreement remains in full force and effect and shall apply to this Supplement.

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12. Required Pass-Through Provisions. Payers, fiscal intermediaries, government entities, and other third party information suppliers may require that Customer agree to comply with certain obligations (e.g., confidentiality, liability and scope of use) as a condition of accessing their information. Siemens will deliver to Customer such written obligations. Customer agrees to comply with such obligations as a condition of Siemens providing associated EDI Services. Siemens will pass-through to Customer any fees charged to Siemens by payers, fiscal intermediaries, or other parties in connection with providing the EDI Services to Customer.

13. Miscellaneous. The parties acknowledge that Siemens' ability to provide the EDI Services is dependent on Third Party Recipients. Siemens shall not be responsible for EDI Service interruptions or cancellations attributed to non-cooperation and/or non-participation of Third Party Recipients. Siemens will, however, assist Customer in addressing any issues which may arise with such Third Party Recipients.

14. Disallowance. In the event Siemens receives payment for products or services under this Supplement which is later disallowed for nonconformance with the terms and conditions hereof, Siemens shall promptly refund the disallowed amount to Customer on request, or at its option, Customer may offset the amount disallowed from any payment due to Customer under any contract between Siemens and Customer.

15. Licensing and Permits. Siemens warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of products or services under this Agreement and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the period that Siemens is providing such products or services.

16. Air, Water Pollution Control, Safety and Health. Siemens shall comply with all air pollution control, water pollution, safety and health ordinances and statues which apply to the work performed pursuant to this Supplement, including any applicable requirements specified in state government codes.

17. Right to Acquire Equipment, Supplies and Services. Nothing in this Supplement shall prohibit Customer from acquiring the same type or equivalent products and/or service from other sources, when deemed by Customer to be in its best interest, but while Customer can acquire such products and/or services from other sources, that ability does not affect any commitment made by Customer to acquire from Siemens products and/or services.

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**APPENDIX 1
EDI SERVICES**

1. **EDI SERVICES.** Customer shall be entitled to access the following EDI Services for the Facilities listed in Section 1.2 for the fees listed herein. Customer shall commence paying Monthly Fees described below upon commencement of the applicable EDI Service. An EDI Service will be deemed to have commenced when Customer's system is interfaced to the EDI Service and Customer is able to receive a response to transactions, or in any event within six (6) months from the date of the Agreement unless Siemens delays installation beyond said timeframe. Customer shall pay the Transaction Fees and any Transaction Overage Fees monthly in arrears based on actual transaction volumes.

Implementation Service Description	Transaction Fee	Transactions	Transactions	Monthly	
		Included	Overage Fee	Support Fee	Fee
Electronic Remittance Service	\$2,850 per month	15,000	\$0.20	Waived	\$6,320
Browser Eligibility Service	\$0.22	N/A	N/A	Waived	Waived
Automated Batch Eligibility Service	\$0.22	N/A	N/A	Waived	Waived

1.2 **Facilities.** Customer may use these EDI Services to transmit transactions on behalf of the following Facility:

Riverside County Regional Medical Center

1.3 **Professional Services.** Customer hereby engages Siemens to perform the professional services described in the Statement of Work attached hereto as Attachment 1 for those services noted in Section 1 of this Appendix 1. Customer shall pay fifty percent (50%) of the install fees described upon commencement of the implementation and training with the balance due at the conclusion of the implementation or in any event the full balance will be due within six (6) months from the date of the Agreement. Any additional Professional services performed by Siemens shall be billed at the rates outlined in, and in accordance with the provisions of, Exhibit A of the Agreement.

2. **SSI CLICKON® LINX.** The SSI ClickOn LinX Service is developed by The SSI Group, Inc. ("SSI") and access thereto is being licensed to Customer pursuant to an agreement between Siemens and SSI. SSI shall host the SSI ClickOn LinX Service at the SSI data center and provide access thereto to Customer on an Application Service Provider ("ASP") basis.

2.1. **Term.** The term of the access to the SSI ClickOn LinX Service shall be effective as of the date of the Agreement and shall be coterminal with the Support Term defined in Section 2 of the Agreement's Supplement 1.

2.2. **Support.** Support for the SSI ClickOn LinX Service is included in the Monthly Fee set forth below and will be provided by Siemens' subcontractor, SSI, throughout the term described in Section 2.1 above.

2.3. **Implementation.** Initial implementation of SSI ClickON LinX is included in the Installation Fee set forth below and includes up to five (5) days of end-user training as agreed to by Customer and SSI in the SSI ClickON LinX Project Workplan. Travel and living expenses for SSI personnel are not included in the Monthly Fee. SSI will bill Customer for travel and living expenses of its employees.

2.4. **Fees.** Customer shall pay to Siemens the following fees:

Service Description	Installation Fee	Monthly Fee	Per Transaction Fee
ClickON LinX (10,001 claims per month or more)	\$43,572	\$10,714	N/A
Paper Claims Processing*			\$0.65 per claim

*The per Paper claims processing fee shall be based on the above referenced fee and subject to the following condition: (i) This fee shall apply to each P1 (primary paper claims), each P2 (secondary paper claims) and each EOB associated with the P2 claim processed by Siemens. Siemens reserves the right, in its sole discretion, to review and change the amount of the per claim processing fee, from time to time, by providing Customer with sixty (60) days prior written notice of any such fee change. Such changes to fees would include pass through fees such as postage. To maintain its uninterrupted paper claims processing service, Customer shall be required to acknowledge in writing its acceptance to the fee change within this 60 day period.

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2.5. Payment Terms.

2.5.1. Customer shall pay an amount equal to two times the Monthly Fee upon execution of the Agreement. Upon First Productive Use of the service and thereafter, Customer shall pay the Monthly Fee in advance.

2.5.2. Customer shall pay fifty percent (50%) of the Installation Fee listed above in Section 2.4 on the date of commencement of implementation activities and fifty percent (50%) on First Productive Use of the SSI ClickOn LinX Service or in any event the full balance will be due within six (6) months from the date of the Agreement.

2.6. Adjustment of Monthly Fee. The Monthly Fee shall be based on Customer's reported electronic claims processed/translated per month.

2.6.1. In the event that a ClickON LinX customer who contracted for 10,000 or less electronic claims per month generates in excess of 10,000 electronic claims per month for a period of three consecutive months, Siemens shall have the right to bill such customer at the then current ClickON LinX rate for greater than 10,000 electronic claims per month.

2.6.2. In the event that a ClickON LinX customer who contracted for more than 10,000 electronic claims per month generates less than 10,000 electronic claims per month for a period of three consecutive months, Siemens shall bill such customer at the then-current ClickON LinX rate for less than 10,000 electronic claims per month.

2.7. Support and Maintenance. The following terms indicate the support services which shall be provided by SSI to Customer so long as the annual support or monthly fee(s) have been paid in accordance with the terms as set forth herein.

2.7.1. Support Service Structure.

2.7.1.1. Prompt updates to the Service to (i) assure compatibility with Payor regulations relating to transmission requirements of the Payor, (ii) maintain compatibility with server, workstation and LAN/WAN software and operating systems, and (iii) maintain conformance with the Service Documentation and manuals.

2.7.1.2. An "800" telephone support number to SSI's help desk for product support questions that arise from the daily operation of the Product software. The help desk is staffed by SSI from 8:00 a.m. to 5:00 p.m. local Customer site time, Monday through Friday, excluding observed holidays (i.e., New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day).

2.7.1.3. Access to SSI's On-Line Support Service Request (SSR) system for initial logging of SSR's, follow-up and monitoring of SSR progress.

2.7.1.4. Access to SSI's Customer Web Site (CWS). This include access to all Client Alerts, Payer Lists, Industry Updates, Quarterly Newsletters, Archived Webcasts, Product Manuals and Computer Based Training Tools.

2.7.1.5. Remote support services and the portions of the implementation process will be conducted using WebEx Communications, Inc. (trademark) communications infrastructure technology for real-time interactive access to the Customer's computer.

2.7.1.6. Other support requests not covered by this Agreement shall be subject to Siemens then-current custom programming rate, to be agreed upon in writing by the parties prior to commencement of the requested service.

2.7.2. Support Service Response Time Guidelines. The response times defined below are only reasonable guidelines and not absolute performance standards and shall not be relied on as such. Customer acknowledges and agrees that failure by SSI to achieve the response time levels below shall not be deemed as a material default of the provisions of this Supplement and the Agreement.

2.7.2.1. Support Service Request Severity and Response Time Guidelines during standard support service business hours (8:00 a.m. to 5:00 p.m. local customer facility time Monday through Friday,

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excluding observed holidays (i.e., New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day)) shall be as follows:

Severity Level	Response Time
Down	1 hour response
Critical	4 hour response
High	48 hour response
Medium	72 hour response
Low	SSI Management-determined response and SSI Management-determined resolution

2.7.3.2. Severity levels shall be assigned by SSI based on information supplied by Customer. Response times are general guidelines not absolute values.

Severity Level	Definition of Severity Level
Down	Cannot transmit; cannot translate; cannot enter package; cannot move in package; memory, out of disk space; GPF (if translation, transmitting, or entering into package); stack fault error; errors during re-indexing process
Critical	Large number of rejections; large number of validation errors; GPF (not as DOWN); printing paper claims; continuous missing confirmation reports
High	Slow system performance; translator request; access IDs; printing reports; randomly missing confirmation reports
Medium	Table maintenance; registration package questions
Low	New LOBs; package enhancements

2.8. **After-Live Professional Services.** Any professional services requested after First Productive Use of SSI ClickON LinX will be contracted directly by Customer through SSI. Professional service fees and travel and living expenses will be payable to SSI.

2.9. **System Requirements.** Customer shall be responsible for maintaining the minimum system requirements and all workstations, servers, local area networks and wide area networks, if any, required to operate the SSI ClickOn LinX software, as specified in Schedule 1 attached hereto. Siemens shall promptly update Schedule 1 as may be required to address changes to the SSI ClickOn LinX software.

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ATTACHMENT 1 TO APPENDIX 1

Statement of Work for Riverside County Regional Medical Center

Overview

1. Siemens will provide professional services as listed below:
 - 1.1. Phase 1 will include the following with an estimated duration of four (4) months:
 - 1.1.1. Riverside County Regional Medical Center - Browser Eligibility Service, ClickON LinX, Electronic Remittance Service.

General Implementation Provisions

2. Siemens will lead the implementation of the Applications and Custom Programming. Customer and Siemens shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of System(s) upon completion of this engagement. The methodology and its tools support the Customer and Siemens implementation team with artifacts, information and Project Workplans.
3. During the planning phase, Siemens will review Customer provided information related to major business initiatives, such as facility or infrastructure expansion or renovation, additional technology investments, in-house re-engineering efforts, or other consulting engagements, that may affect the implementation.
4. Siemens scope of services includes the following unless otherwise noted herein:
 - 4.1. Project Leadership - Siemens will:
 - 4.1.1. Direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.
 - 4.2. Implementation Consulting - Siemens will:
 - 4.2.1. Assume a consultative role and will provide process considerations, analytical direction, and support during the implementation.
 - 4.2.2. Consult within the planning phase on the requirements and planning of operational workflow, organizational, application and technical specifications as Customer compiles its analysis.
 - 4.2.3. Collaborate with Customer within the design and adaptation phase regarding design and build of the software and use of model reports. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on best practice experiences.
 - 4.2.4. Guide Customer during the testing phase in developing Unit Test, Integration Test and Stress/Volume testing plans, as appropriate, so that the system is operating according to the technical specifications and the organization's specific system design. The Siemens services estimate is based on Customer developing, managing and executing all testing within the testing plan. Siemens will provide direction and support during the testing period. Additionally, Siemens will collaborate on the resolution of any functional design issues identified during system tests.
 - 4.2.5. Play a consultative role within the training phase. Siemens will provide guidance and direction in core trainer education planning and development of core trainer(s) materials.
 - 4.2.6. Provide support and direction for software issue resolution during the live phase. Siemens will support the event as specified in the Project Workplan and in routing issues through the appropriate event tracking system. Siemens will also work to facilitate transition to Customer Relationship Support at the conclusion of the event.

Application Specific Provisions

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Healthcare Data Exchange

5. Siemens will provide the following implementation services:
 - 5.1. Enroll provider for identification on HDX network for processing.
 - 5.2. Enroll provider and/or HDX on behalf of the provider for identification on the payer network.
 - 5.3. Enroll provider and/or HDX on behalf of the provider for identification on the financial institution network.
 - 5.4. Establish connectivity between HDX and HIS.
 - 5.5. Install required software. This includes completing software checkout, and validating software is ready for Customer and Siemens project teams to begin initial build and configuration.
 - 5.6. Enable network communications by completing firewall, Network Address Translation (NAT) and required routing.
 - 5.7. Complete Router Programming/HDX Network and CICS-OAS Interface (COI) Configuration.
 - 5.8. Browser Eligibility Service shall include:
 - 5.8.1. Leading effort to set up and test Browser Eligibility Service. During setup, Siemens will provide Customer with the education, knowledge and experience required for First Productive. Initial work effort includes:
 - Setting up Browser Eligibility processing for ANSI 270 and 271 transactions. Siemens will validate the web-based transaction and receipt of eligibility transactions for support HDX payers.
 - Setting up Automated Batch Eligibility processing. Siemens will configure retrieval and routing of properly formatted batch request files, delivery of results files, and validation of such configuration and routing as well as proper processing of files resulting in creation of ANSI 270 and 271 transactions.
 - 5.9. ClickON LinX will include:
 - 5.9.1. Leading effort to set up and test ClickON LinX. During setup, Siemens will provide Customer with the education, knowledge and experience required for First Productive Use. Initial work effort includes:
 - Enrolling provider for identification on SSI network for processing.
 - Establishing and validating connectivity with SSI Network.
 - Developing and validating Customer specific ClickON LinX setup.
 - Performing claim analysis and providing claims set up recommendations.
 - Building customer specific payer rules and translators.
 - Setting up and validating model interface for claim changes and other data to INVISION.
 - 5.10. Electronic Remittance Service shall include:
 - 5.10.1. Leading effort to set up and test Electronic Remittance Service. During setup, Siemens will provide Customer with the education, knowledge and experience required for First Productive Use. Initial work effort includes:
 - Enabling the ability to electronically pick up payment files.
 - Setting up integrated ANSI 835 transactions. Siemens will validate the transmission, receipt and updating of appropriate remit data for supported HDX payers.

Customer Personnel

Customer will be responsible for providing the appropriate resources to complete the engagement as recommended in the estimates below. Customer agrees that its assigned personnel shall have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise, software training, and the appropriate skill sets as

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outlined in the Roles and Responsibilities document in order to complete the implementation within the stated duration. Additionally Customer personnel are responsible to communicate business needs, complete analysis, design, configuration and testing and shall develop training materials, conduct user training and provide maintenance and ongoing system support starting with Application delivery. Additional details about resource assignment, resource tasks and resource work effort are in the Project Workplan, if applicable. FTE calculations are based on 2000 hours per year and the average duration of the install.

Browser Eligibility Service	Hours	FTEs
Application Analysis - Financials	2	.01
Technology	3	.02
Training	3	.02
Average install duration: 1 month		

ClickON LinX	Hours	FTEs
Application Analysis - Financials	200	.30
Integration/Conversions	130	.20
Operational Support - Financials	200	.30
Project Leadership	200	.30
Technology	130	.20
Training	130	.20
Average install duration: 4 months		

Electronic Remittance Service	Hours	FTEs
Application Analysis - Financials	80	.12
Operational Support - Financials	24	.04
Project Leadership	32	.05
Technology	24	.04
Average install duration: 4 months		

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ATTACHMENT 2 TO APPENDIX 1

ClickON® Service
Hardware Requirements Schedule 1

Please indicate the availability of each item in the configuration by placing a check mark within the line next to each item.

All Workstations:

- CPU: Pentium III 800 Mhz or higher
- Super VGA Color Monitor (800 x 600 resolution), Mouse & CD-ROM Drive:
- Main Memory: 512 MB or higher
- Disk Space: 1 GB
- Network Interface Card: 100Mbps Ethernet NIC
- Electrical Protection: Surge Protector
- Operating System: MS Windows 2000 Pro SP4 or MS Windows XP Pro SP1 to 3
- Software:
 - Internet Explorer 6.0 SP2 or higher
 - Adobe Acrobat Reader v.4.0 or higher

Miscellaneous:

- Internet Service Provider (ISP): _____
- ISP Connection type; i.e., ISDN, Cable Modem, DSL, T1, etc: _____
- ISP Connection speed; i.e., 56K, 128K, 512K, T1, etc: _____
- Internet Connection verified successful access to <https://secure.ssigroup.com>
- Printers: HP LaserJet Series with full edge-to-edge printing capabilities; i.e. Okidata 521

Remote Support Requirements:

Through an arrangement with WebEx Communications, SSI utilizes the World Wide Web for real-time access to the Customer's computer during the Support and Implementation process. Technical safeguards are in places that meet HIPAA privacy and security requirements.

- Internet connection
- Internet Explorer (See reference above)

Please Note:

All hardware components listed above should be included on the Microsoft Hardware Compatibility List. Workstation software should be installed and configured according to Microsoft specifications.

A member of your MIS department may be required to assist SSI personnel.

By signing this form, it is hereby acknowledged that the Customer meets or exceeds the required hardware, software and network requirements for SSI's ClickON® LinX Service and the items above are either installed or will be installed prior to the commencement of Service access by SSI. Once signed and dated, please FAX this form to SSI's Sales-Client Coordination Department at (251) 345-0123.

Customer: _____

Signature: _____

Name & Title: _____

Date: ____/____/____

Phone Number: (____) _____ - _____