

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



651

FROM: Riverside County Regional Medical Center (RCRMC)

SUBMITTAL DATE:
January 8, 2013

SUBJECT: Contract Agreement with Proximare Health, Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Ratify and authorize the Chairman of the Board to execute the Contract Agreement with Proximare Health, Inc. for an aggregate amount of \$877,000 for a five year term effective January 1, 2013, which contains an option to renew the agreement for four additional one-year periods, ending through January 31, 2017; 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 ten percent of the maximum amount.

BACKGROUND: In response to the federally approved five year, "Bridge to Reform" Section 1115(a) waiver proposal, under the direction of the Executive Office, the Health Care Governance (cont'd page 2)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$251,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: 40% Blue Shield Grant, 60% LIHP	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: March 12, 2013
xc: RCRMC, Purchasing

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

Prev. Agn. Ref.:

District: All

Agenda Number:

3-38

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. KPNIS*
 DATE: 1/8/13
 Departmental Concurrence
 Purchasing: *Mark Seiler*
 Mark Seiler, Assistant Director
 Dept' Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

BACKGROUND (Continued):

Committee was formed to oversee and guide the health care delivery system within Riverside County and to implement Riverside County HealthCare (RCHC), Riverside County's LIHP. This program will provide health care services for non-traditional Medi-Cal populations through the Medicaid Coverage Expansion (MCE) Program. The RCHC provider network will include: 1) Riverside County's ten Federally Qualified Health Center (FQHC) Look Alike family care centers; 2) three FQHC community clinics; and 3) Riverside County Regional Medical Center (RCRMC). To ensure RCHC's successful implementation- information technology infrastructure is needed in several areas to support program operations. One key element is an electronic referral management system which can efficiently manage patient referrals for specialty care services to ensure timely patient access to services. It will also help track the costs associated with authorized out-of-network services. Currently, over 43,000 referral requests are received per year, or about 3,600 referrals per month. They are processed on a manual basis through a paper/fax system.

On behalf of RCHC, County Purchasing released a Request for Proposal (RFP #MCARC179), to secure for an electronic, web-based patient referral management system for RCHC. Solicitations were sent to nine prospective vendors specializing in these services and advertised on the County's Internet/Website. Two proposals were received and evaluated by four RCRMC administrative staff familiar with the service component. The evaluation team reviewed and scored each proposal based on the evaluation criteria as specified in the RFP, which includes the bidder's overall responsiveness to the RFP requirements, their experience with other comparable size hospital facilities, their references as it pertains to the scope of work of the RFP, their technical capability and the overall cost to the County. The two scores were 62.55 and 91.20 with Proximare Health, Inc. receiving the highest score of 91.20.

PRICE REASONABLENESS:

Proposed costs were evaluated and the cost ranged from \$251,560 annually to \$607,000 annually. Proximare Health proposed the lowest cost of \$251,560 annually and provided a proposal which best meets the needs of the program which the evaluation team recommended as the most responsible/responsive bid.

FINANCIAL IMPACT:

Funding for this service is 40% Blue Shield Grant and 60% LIHP

REVIEW/APPROVAL:

County Purchasing and County Counsel

DB:ns



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

25879

Tracking Number for
Internal Use Only

REQUESTED PURCHASE:		SOFTWARE (LHP PROJECT CODE MC6310005 AND BLUE CROSS GRANT – PROJECT CODE MC303054) FOR IRIS SOFTWARE AS A SOLUTION SERVICES	
DEPARTMENT/AGENCY:		HOSPITAL ADMINISTRATION - RCRMC	
CONTACT NAME/PHONE: MARYGRACE HEDGE – EXT. 64747; KRISTY KEERS – EXT. 65428			
PURCHASE REQUEST: <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT			
PURCHASE TYPE: <input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL			
DESCRIBE REQUESTED PURCHASE	<p>Through the funding of the LHP Project and Blue Cross Grants, the Internet Referral Information System (IRIS) is a web based system that has been designed to improve the quality and efficiency of patient referrals to specialty care and diagnostic services, and enhance access to these needed resources. The IRIS software application system runs on servers utilizing the Microsoft Windows operating system and further utilizes Microsoft SQL Server, ASP.NET, ASP, C#, _JavaScript, XSD, CSS and T-SQL.</p> <p>\$241,000 year one costs (includes implementation \$112,000 and maintenance/support costs \$129,000) \$129,000 year two - five costs (total of \$516,000 for maintenance/support costs) Total for five years = \$757,000 RCRMC staff/interface costs = \$120,000 Total project costs = \$877,000</p>		
BUSINESS NEEDS ADDRESSED	Yes – Proximare Health was recommended for award as a result of RFP MCARC179, which will be presented to the Board of Supervisors for approval.		
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN	
BUSINESS CRITICALITY		BUSINESS IMPACT (SELECT ALL THAT APPLY)	
<input type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business		<input type="checkbox"/> Support current operations <input type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies	
BUSINESS RISKS	Financial: Operational: Customer:		
ALTERNATIVE SOLUTIONS	1. [Solution] 2. [Solution] 3. [Solution]		
TRANSACTION	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____		



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

PURCHASE COST: \$877,000.00 See 5-year detail above	COST BENEFIT ANALYSIS			
		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNAT
	Current Annual Cost	\$ 241,000		
	Ongoing Annual Cost	\$ 129,000		
	Annual Cost Savings			
	Net Annual Savings			
	Project Implementation Cost	\$ 232,000		
	Project Payback Period? yrs			

Department Head Signature: *David Boshay* Date: *9-22-13*

RCIT RECOMMENDATION - for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: *Wesley P. Collins* Date: *2/25/2013*

Chief Information Officer Signature: *Kevin Brantford* Date: *2/25/2013*

RCIT explanation for non-recommended requests

[Empty box for RCIT explanation]

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: *[Signature]* Date: *27 Feb 13*

TSOC explanation for denied requests

[Empty box for TSOC explanation]



PROXIMARE HEALTH INC.

4 Pennefeather Lane
Savannah, GA 31411
(912)-665-1582
sullivanj@proxhealth.com

Proximare Health, Inc., a Delaware Corporation, (hereinafter called "Proxhealth") and: **COUNTY OF RIVERSIDE**, a political subdivision of the State of California through its medical center, Riverside County Regional Medical Center, (hereinafter called "CUSTOMER"), in consideration of the covenants contained herein and other good and valuable consideration, the parties hereby agree on this day as follows:

1. SERVICES AGREEMENT

Proxhealth agrees to provide, and CUSTOMER agrees to accept, the IRIS IMPLEMENTATION SERVICES described in Schedule A, the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES including the license for internal use of the IRIS software described in Schedule B, the IRIS APPLICATION SUPPORT SERVICES described in Schedule C-1, the IRIS INTERFACE SUPPORT SERVICES described in Schedule C-2, the CUSTOM DEVELOPMENT SERVICES described in Schedule D and the IRIS/IVR INTEGRATED SERVICES described in Schedule E. Schedules A, B, C, D and E are attached hereto, made part herein, and referred to collectively hereafter as SYSTEM SERVICES. CUSTOMER provides medical services to the residents of Riverside County in California and intends to utilize the SYSTEM SERVICES to provide patient referral services within their area of operation. The SYSTEM SERVICES will be provided in accordance with this agreement, for the prices and rates in effect at the time of delivery, or otherwise incorporated by this agreement and schedules.

2. CUSTOMER'S RESPONSIBILITIES

The CUSTOMER shall be responsible for obtaining and maintaining appropriate Business Partner Agreements with every care provider that will place Electronic Protected Health Information (EPHI), as defined in the HIPAA Privacy and Security Rules, transmissions through the SERVICES. The Business Partner Agreements must be in compliance with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA") and The Health Information Technology for Economic and Clinical Health Act (Title XIII, American Recovery and Reinvestment Act, 2009) (Public Law 111-5) ("The HITECH Act"). PROXHEALTH shall adhere to all terms and conditions as outlined and specified in Attachment 1, HIPAA Business Associate Addendum, attached hereto and incorporated herein by this reference.

3. TERM

This Agreement shall be effective upon signature by both parties, with the option to renew/extend for four (4) additional periods, renewable in one year increments, unless terminated earlier. The SERVICES shall commence as follows and as agreed upon by both parties:

- IRIS IMPLEMENTATION SERVICES - Upon contract execution.
- IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES- Upon the mutually agreed date as defined during the IMPLEMENTATION SERVICES.
- IRIS APPLICATION SUPPORT SERVICES - Upon activation of the IRIS SaaS SERVICES
- IRIS INTERFACE SUPPORT SERVICES - Upon activation of the IRIS SaaS SERVICES
- IRIS/IVR INTEGRATED SERVICES - Upon activation of the IRIS SaaS SERVICES

The SERVICES shall remain in force as follows:

- IRIS IMPLEMENTATION SERVICES - Until commencement of IRIS SaaS SERVICES
- IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES- Shall remain in force for (24) months from actual commencement date.
- IRIS APPLICATION SUPPORT SERVICES - Shall remain in force at all times that the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES is in force
- IRIS INTERFACE SUPPORT SERVICES - Shall remain in force at all times that the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES is in force

Customer initials _____

- IRIS/IVR INTEGRATED SERVICES, shall remain in force for (3) months from actual commencement date.

4. PRICING

IRIS IMPLEMENTATION SERVICES - As specified in Schedule A
IRIS REMOTE COMPUTER SERVICES- As specified in Schedule B
IRIS CUSTOMER SUPPORT SERVICES - As described in Schedule C
IRIS CUSTOM DEVELOPMENT SERVICES - As described in Schedule D
IRIS/IVR INTEGRATED SERVICES - As described in Schedule E

All quotes indicated and payable in U.S. Dollars. All charges will be exclusive of value added ("VAT"), sales or other taxes, except as required by law. CUSTOMER shall pay all duties and foreign, federal, state, local income taxes, VAT, and other taxes, or amounts in lieu thereof, levied or based on the SERVICES or other products or documentation provided to CUSTOMER, exclusive of taxes based upon the net income of PROXHEALTH. In the event any payments to be made by CUSTOMER are subject to applicable withholding tax that CUSTOMER is required to deduct from such payments, CUSTOMER shall promptly deliver to PROXHEALTH receipts issued by appropriate government authorities for all such taxes withheld or paid by CUSTOMER and CUSTOMER shall fully and promptly cooperate with PROXHEALTH to provide such information and records as PROXHEALTH may require in connection with any application by PROXHEALTH to obtain available tax credits.

5. PAYMENT TERMS

CUSTOMER will pay PROXHEALTH for SERVICES performed and expenses incurred in accordance with the Payment terms as specified in Schedules A, B, C, D & E. CUSTOMER agrees to pay amounts within thirty (30) days of demand from PROXHEALTH in accordance with an invoice submitted to CUSTOMER. CUSTOMER reserves the right to short pay or adjusts PROXHEALTH invoices for errors found on invoices. CUSTOMER will notify PROXHEALTH of any and all errors prior to any payment made.

Maximum payment by CUSTOMER to PROXHEALTH shall not exceed eight hundred seventy seven thousand dollars \$877,000 for the full term of this Agreement.

6. USERID AND PASSWORD SECURITY

The IRIS REMOTE COMPUTER SERVICE requires each CUSTOMER designated System Manager to be assigned a unique USERID and PASSWORD. CUSTOMER must provide PROXHEALTH with the designations in writing. PROXHEALTH will create a user record for each designated individual and assign them to the role of Referral Support Center Administrator. (RSC ADMIN) The PASSWORD provided by PROXHEALTH must be changed by the USER on their first use. CUSTOMER is solely responsible for maintaining the confidentiality, safety and security of the RSC ADMIN USERIDS and PASSWORDS. CUSTOMER is not authorized or permitted to share RSC ADMIN USERIDS or PASSWORDS with any other party. Furthermore, CUSTOMER is entirely responsible for any and all activities that occur under any RSC ADMIN USERID. CUSTOMER agrees to notify PROXHEALTH immediately upon the separation or reassignment of personnel to whom an RSCADMIN USERID has been provided as well as any unauthorized use of an RSC USERID, or any other breach of security. PROXHEALTH will not be liable for any loss that CUSTOMER may incur as a result of any unauthorized use of an RSC ADMIN USERID, either with or without knowledge. However, CUSTOMER could be held liable for losses incurred by PROXHEALTH or another party due to unauthorized use of an RSC ADMIN USERID. CUSTOMER RSC administrators and site administrators (SITEADMIN) designated by the CUSTOMER will be responsible for the creation of all USERIDS and PASSWORDS that will be employed in the use of the IRIS REMOTE COMPUTER SERVICES. CUSTOMER is solely responsible for maintaining the confidentiality, safety and security of all USERIDS and PASSWORDS. PROXHEALTH will not be liable for any loss that CUSTOMER may incur as a result of any unauthorized use or misuse any USERID.

7. RESTRICTIONS

As a condition of use of the SERVICES, CUSTOMER hereby agrees to the following restrictions:

- CUSTOMER may not use the SERVICES for any purpose that is unlawful or prohibited by the Terms:
- CUSTOMER may not use the SERVICES in any manner that could damage, disable, overburden, or impair any PROXHEALTH server, or the network(s) connected to any PROXHEALTH server, or interfere with any other party's use and enjoyment of any SERVICES:

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(c) CUSTOMER may not attempt to gain unauthorized access to any SERVICES, other accounts, computer systems or networks connected to any PROXHEALTH server or to any of the SERVICES, through hacking, password mining or any other means:

(d) CUSTOMER may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the SERVICES:

(e) CUSTOMER may not use or register the name PROXHEALTH or any other trade name or trade mark of PROXHEALTH without express, prior permission except for the brand name the CUSTOMER chooses to give to their service which must contain "IRIS" in some part the name:

(f) CUSTOMER may not obstruct the identification procedures used by PROXHEALTH in the SERVICES:

(g) CUSTOMER may not resell the use of the Service to any other party: CUSTOMER may not use the SERVICES to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder.

(h) The SYSTEM SERVICES provided are for the sole use of the CUSTOMER in their defined business and service area.

8. GENERAL ADMINISTRATION AND IMPROVEMENTS

PROXHEALTH reserves the right to make changes, including but not limited to its operating procedures, accessibility, CUSTOMER identification procedures, terminal equipment, type, browser support and location of system, and other applicable administrative improvements. PROXHEALTH will provide CUSTOMER with prior written notice of the above described changes, to the extent possible.

9. USE OF SERVICES / CUSTOMER RESPONSIBILITIES

PROXHEALTH reserves the right to take any action with respect to the SERVICES that PROXHEALTH deems necessary or appropriate in its sole discretion if PROXHEALTH believes the CUSTOMER or CUSTOMER'S information may create liability for PROXHEALTH, compromise or disrupt the SERVICES for CUSTOMER or others using the SERVICES, or cause PROXHEALTH to lose (in whole or in part) the SERVICES of PROXHEALTH' ISPs or other suppliers. The SERVICES make use of the Internet for CUSTOMER to send and receive information. As a result, CUSTOMER acknowledges and agrees that its conduct is subject to Internet regulations, policies and procedures. CUSTOMER must obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required to access and use the SERVICES in accordance with Payment terms as specified in Schedules A, B, C, D & E.

10. DATA SECURITY

PROXHEALTH will provide security provisions to insure that access to CUSTOMER'S computer-stored data files and/or programs are available only to CUSTOMER, or to persons authorized by CUSTOMER. PROXHEALTH will insure that all data transmissions, record storage and record access will be in compliance with HIPAA standards. PROXHEALTH reserves the right to change security operation procedures to improve such protection. CUSTOMER assumes full responsibility for selection and use of any protection codes or passwords as may be required or permitted by the service. PROXHEALTH also reserves the right at all times to disclose any information to third parties, as PROXHEALTH deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

11. INDEMNIFICATION

Each party covenants and agrees to indemnify and save harmless the other and their respective, officers, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any damages and liabilities (including all legal expenses) incurred or suffered directly or indirectly from or attributable to claims arising out of or relating to this Agreement.

The County covenants and agrees to indemnify and save harmless the Contractor and its, officers, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any damages and liabilities incurred or suffered directly or indirectly from or attributable to the use by County of the clinic entrance rules or any medical care resulting therefrom provided that Contractor has properly incorporated those rules into the software used by County which is the subject of this Contract.

12. WARRANTY AND LIMITATION OF LIABILITY

Except for PROXHEALTH'S breach of Section 9, IN NO EVENT SHALL PROXHEALTH, ITS LICENSORS, SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY CUSTOMER OR ANY THIRD

PARTY, INCLUDING WITHOUT LIMITATION, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF REVENUES OR PROFITS, LOSS OF DATA OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS (INCLUDING WITHOUT LIMITATION, LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, WRONG DELIVERIES, SERVICE INTERRUPTIONS, PERFORMANCE OR FAILURE OF THE INTERNET, OR DELETION OR FAILURE TO SAVE DELIVERIES), PROVIDED PROXHEALTH WAS NOT AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY WERE NOT FORESEEABLE. THE SERVICES ARE PROVIDED 'AS IS' AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO THE SERVICES OR ANY OTHER PRODUCT, DOCUMENTATION OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith. PROXHEALTH FURTHER EXPRESSLY DISCLAIMS GUARANTEE OF CONTINUED AVAILABILITY OF THE SERVICE OR ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE TITLE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO MARKETING LITERATURE OR COLLATERAL OR STATEMENTS REGARDING PERFORMANCE OF THE SERVICES BY PROXHEALTH WHICH IS NOT CONTAINED IN THIS SECTION OR SPECIFIED IN THE ATTACHED SCHEDULES SHALL BE CONSIDERED TO BE A WARRANTY OR REPRESENTATION, SHOULD NOT BE RELIED UPON AND IS NOT BINDING UPON PROXHEALTH.

In addition to the disclaimer set forth in section WARRANTY AND LIMITATION OF LIABILITY, PROXHEALTH does not:

(a) Represent or endorse the accuracy or reliability or any data, opinion, advice, statement or prescribed action made through the Service.

(b) Assume liability for any harassing, offensive or obscene material distributed through the Service.

(c) Assume any liability for any material distributed through the Service which is distributed in violation of any third party's copyright or other intellectual property right.

(d) Assume liability for claims concerning unsolicited commercial fax, email or voice messages, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001-193, FTC regulations, and the Can-Spam Act.

(e) Assume liability for any reassignment of a CUSTOMER number, CUSTOMER USERID, CUSTOMER PASSWORD, or any other USERID used in conjunction with SERVICES.

Except for PROXHEALTH'S breach of DATA SECURITY, in any and all other cases for any and all other causes (i) PROXHEALTH may elect, in lieu of paying damages or granting offset, to correct errors or omissions within a reasonable time from notification of such errors or omissions, and (ii) CUSTOMER agrees that PROXHEALTH shall not be liable to CUSTOMER for any expenses, claim, loss or damage unless CUSTOMER provides PROXHEALTH with written notice on any claimed errors or omissions within thirty (30) days of CUSTOMER'S receipt of the report giving rise to the claim. The limited warranty and remedies set out herein are fundamental elements of the basis of the agreement between CUSTOMER and PROXHEALTH. CUSTOMER acknowledges and agrees that PROXHEALTH would not be able to provide the SERVICES at the rates charged without such limitations. CUSTOMER represents and covenants to PROXHEALTH that: (a) the information submitted for transmission via the PROXHEALTH network for PROXHEALTH SERVICES is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws: (b) CUSTOMER will not transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law: and (c) CUSTOMER will comply with all applicable laws, regulations, or conventions including those related to FTC, FCC, State, or Local provisions including Do-Not-Call provisions of the previous, data privacy, international communications, and export of technical or personal data.

13. FORCE MAJEURE

Unless continuing for a period of ninety (90) consecutive days, or involving obligations of payment hereunder, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due entirely to an event of force majeure, or to causes beyond the reasonable control of the defaulting party including without limitation, strikes, riots, civil disturbances, actions or inactions concerning governmental authorities, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default

of a common carrier, or interruptions of the Internet such as failure of a third party telecommunications provider or internet service provider or third party hosting provider, always provided that the party so relieved of its obligations shall take reasonable steps to prevent, correct or amend such act or event which renders such obligations impossible.

14. OWNERSHIP

CUSTOMER acknowledges and agrees that PROXHEALTH or its licensors are the exclusive owners of all right, title and interest in and to the SYSTEM SERVICES, products or documentation supplied pursuant to the SYSTEM SERVICES, including without limitation, all intellectual property rights, copyrights, patents, trade secrets, trademarks and any other intellectual or industrial property rights whatsoever. CUSTOMER shall not copy, make extracts from, create derivative works, translate or otherwise modify any of the products or the documentation (except as permitted above) provided by PROXHEALTH as a component of the SYSTEM SERVICES or available from the PROXHEALTH website. The provision of SYSTEM SERVICES by PROXHEALTH does not convey any license by implication, estoppels, or otherwise, under any patent, copyright, trade secret, trademark or any other intellectual property right whatsoever. PROXHEALTH acknowledges that all Clinical Rules developed by the CUSTOMER are the exclusive property of the CUSTOMER with all right, title and interest in and to the Clinical Rules.

15. BRAND OBSTRUCTION

CUSTOMER recognizes and acknowledges the great value of the goodwill associated with the name, service marks, logos and trademarks of PROXHEALTH and the identification of the SYSTEM SERVICES therewith. CUSTOMER shall not obscure, effect or permit the removal or alteration of any patent numbers, trade names or marks, copyright markings or other proprietary rights markings, warning labels, serial numbers, or the like affixed to the products or documentation or associated with the SYSTEM SERVICES (including those appearing on forms available from the website).

16. ASSIGNMENT

Any assignment of this agreement by CUSTOMER without the prior written consent of PROXHEALTH shall be void except, however, CUSTOMER may assign this agreement without PROXHEALTH's prior written consent to a 3rd party that purchases or otherwise acquires substantially all the assets of CUSTOMER. CUSTOMER insolvency, receivership, voluntary or involuntary bankruptcy, or the institution of proceedings thereof, or any assignment by CUSTOMER for the benefit of its creditors, will immediately terminate this agreement without notice.

17. TERMINATION

If applicable, PROXHEALTH may terminate the IRIS/IVR INTEGRATED SERVICES provision to CUSTOMER (i) on the fifteenth (15th) day after notice to CUSTOMER of a breach of the Terms, unless such breach is cured before that day: (ii) immediately, if CUSTOMER uses the IRIS/IVR INTEGRATED SERVICES for illegal, immoral, unauthorized or unlawful purposes or for purposes which, in the sole opinion of PROXHEALTH, may affect the goodwill or reputation of PROXHEALTH; or (iii) if CUSTOMER is in default of payment and fails to remit payment within thirty (30) days following the date of PROXHEALTH's invoice. Upon the occurrence of any of termination event for cause, CUSTOMER's access to the IRIS/IVR INTEGRATED SERVICES shall be terminated immediately. PROXHEALTH shall have no responsibility to notify any third party, including any third party providers, of any suspension, restriction or termination of CUSTOMER's account. Any termination of CUSTOMER account shall not relieve CUSTOMER from any amounts owing or any other liability accruing under this agreement prior to the time that such termination becomes effective. PROXHEALTH may terminate the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES provision to CUSTOMER (i) on the forty fifth (45th) day after notice to CUSTOMER of a breach of the Terms, unless such breach is cured before that day: (ii) immediately, if CUSTOMER uses the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES for illegal, immoral, unauthorized or unlawful purposes or for purposes which, in the sole opinion of PROXHEALTH, may affect the goodwill or reputation of PROXHEALTH; or (iii) if CUSTOMER is in default of payment and fails to remit payment within forty five (45) days following the date of PROXHEALTH's invoice. Upon the occurrence of any of termination event for cause, CUSTOMER's access to the IRIS SOFTWARE AS A SOLUTION (SAAS) SERVICES shall be terminated immediately. PROXHEALTH shall have no responsibility to notify any third party, including any third party providers, of any suspension, restriction or termination of CUSTOMER's account. Any termination of CUSTOMER account shall not relieve CUSTOMER from any amounts owing or any

other liability accruing under this agreement prior to the time that such termination becomes effective.

CUSTOMER may terminate this Agreement without cause upon 30 days written notice served upon PROXIMARE stating the extend and effective date of termination. CUSTOMER may, upon five (5) days written notice, terminate this Agreement for PROXIMARE's default, if PROXIMARE refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and dies not immediately cure such failure. In the event of such termination, CUSTOMER may proceed with the work in any manner deemed proper by CUSTOMER. After termination, CUSTOMER shall make payment only for PROXIMARE's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibits A, B, C, D, & E.

18. DISPOSITION OF CUSTOMER PROPERTY UPON TERMINATION

Upon termination of this agreement and prior to date of termination, CUSTOMER shall give PROXHEALTH written instructions as to the disposition of CUSTOMER's information, programs, files, documents and other relative items. CUSTOMER agrees to pay any related expenses incurred by PROXHEALTH if these instructions require a form other than secure FTP. In the event the CUSTOMER provides no disposition instructions PROXHEALTH may dispose of CUSTOMER information at its discretion.

19. NOTICES

All written notices required under this agreement shall be hand delivered or deposited in the United States mails with postage prepaid thereon as registered or certified mail, with return receipt requested, addressed as follows:

To CUSTOMER: Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

To PROXHEALTH: Proximare Health, Inc.
4 Pennefeather Lane
Savannah, Georgia 31411

20. ENTIRE AGREEMENT, GOVERNING LAW AND DISPUTES

This agreement constitutes the entire agreement between the parties concerning the subject matter hereof and the provision of SYSTEM SERVICES by PROXHEALTH and supersedes all prior statements, representations, discussions, negotiations and agreements, both oral and written. The Terms may not be amended or modified unless made in writing and signed by the authorized parties hereto. Nothing in the Terms shall be deemed to limit any right or remedy that PROXHEALTH may have available at law or in equity. The Terms shall be governed by and construed in accordance with the laws of the State of California. Each party waives any right, and agrees not to have any dispute under the Terms tried or otherwise determined by a jury, except where required by law. The SYSTEM SERVICES and any information that CUSTOMER receives from PROXHEALTH with respect thereto are the confidential and proprietary information of PROXHEALTH.

21. SURVIVAL

The terms and provisions hereof shall be binding and inure to the benefit of the successors of the parties hereto.

22. ALTERATION

This agreement may not be waived, altered or modified, unless made in writing and signed by the authorized parties hereto.

23. SEVERABILITY, FURTHER ASSURANCES, NO WAIVER

In the event that any part of this Agreement is deemed by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed severed without invalidating any other provision hereof. The parties agree to do all such things and to execute such further documents as may reasonably be required to give full effect to this Agreement. No forbearance to enforce any right shall be a waiver thereof and no waiver shall be effective except and to the extent it is in writing.

24. LANGUAGE

The original Terms have been written in English and CUSTOMER waives any right it may have under the laws of CUSTOMER's territory to have the Terms written in any other language. CUSTOMER represents that it has the ability to read and write in English and has read and understands the Terms. If the Terms are translated into a language other than English, the English version and interpretation

shall govern and prevail. All communications between the parties hereunder shall be in English.

25. ACCEPTANCE

The parties have accepted the terms and conditions of this agreement and set forth their seals on the date indicated.

26. DUE UPON CONTRACT EXECUTION

In accordance with Payment terms as specified in Schedules A, B, C, D & E-- the items specified below are due upon contract execution:

- Per schedule A \$ 50,400.00
- Per schedule B \$ 0.00
- Per Schedule C \$ 0.00
- Per Schedule D \$ 20,000.00
- Per schedule E \$ 0.00

TOTAL DUE AT CONTRACT EXECUTION \$ 70,400.00

PROHEALTH maintains a multi-license Escrow Agreement Deposit Account with NCC Group (the "Escrow Agreement") whereby PROXHEALTH deposits source code for the Licensed Software, encrypted configuration files and all upgrades thereto, and the full and complete documentation related to the foregoing (collectively, the "Escrow Material"), with the escrow agent. The CUSTOMER is granted the option to claim protection under the "Escrow Agreement" by registering with the escrow agent and payment of the \$1,750.00 annual registration fee. This service may be activated at any time by the CUSTOMER.

COUNTY OF RIVERSIDE

Signature John J. Benoit
Printed Name **JOHN J. BENOIT**

Date MAR 12 2013 Title CHAIRMAN BOARD OF SUPERVISORS

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

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 11/5/13
NEAL R. KIPNIS

PROXIMARE HEALTH, INC.

Signature [Signature]
Printed Name R. J. Sullivan

Date 12/10/12 Title PRESIDENT



PROXIMARE
HEALTH INC.

4 Pennefeather Lane
Savannah, GA 31411
(912)-665-1582
sullivanj@proxhealth.com

[Signature]
Erica Lee Kersey

Notary Public
Chatham County, Georgia
My Commission Expires July 10, 2016



Customer initials _____

Proxhealth initials [Signature]

MAR 12 2013 3:38



PROXIMARE HEALTH INC.

4 Pennfeather Lane
Savannah, GA 31411
(912)-665-1582
sullivanj@proxhealth.com

SCHEDULE A IRIS IMPLEMENTATION SERVICES

COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH.

IRIS IMPLEMENTATION SERVICES

Upon execution and acceptance of this agreement, PROXHEALTH will conduct the implementation services outlined below. The IMPLEMENTATION SERVICES are projected to occur over a period of 60-90 days and will culminate in the first productive use of the IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES in the placement of patient referral orders.

PHASE 1 DESIGN OF INITIAL SYSTEM

- Define the operational units that will comprise the initial implementation.
 - Referring SITES
 - Servicing CLINICS (there will be overlap between these two lists)
 - Servicing Diagnostic service clinics
 - Attendant Clinical Rules required list
- Observe and document existing processes across all units
 - Referral generation options (standard procedure and all the back doors)
 - Patient notifications
 - Document flows
 - Appointment scheduling processes/systems
 - Identify the specific **orderables** (CAT Scan, MRI, US, ER, e.g.) that will be included in the initial implementation
 - Confirm "probable" rules that will be required
- Prepare the IRIS based process redesign for NUMC
- Present the NUMC INITIAL IRIS SYSTEM & gain acceptance to the design, scope and plan.

PHASE 2 RULE DESIGN

- Using the existing and available Cook County clinical rule documents as the start point, lead the Referral Support Center "Director" (RSC) in the initial rule reviews with the departmental chairs and transfer the process skills required to development and document the NUMC rules. These sessions will be lead by Joe Sullivan and will be attended by the NUMC representative that will assume this role in the post implementation period.

PHASE 3 IRIS BUILD PHASE

1. Proximare will generate the NUMC IRIS development site based on the most recent IRIS production system.
2. Train the CUSTOMER's designated staff (Referral Support Center) on the operations of their IRIS system.
3. Directly assist the RSC staff to set up the sites, clinics, orderables, templates, scheduling work queues, and reports that will be used on 'go live'
4. Code, test and activate the initial CUSTOMER rules and attach appropriate Orderables. Provide the training material and prepare the RSC staff to conduct Site Admin training and setup of initial sites

PHASE 4 IMPLEMENTATION

1. Develop the roll out plan for 'go live'.
2. Develop the training strategy and conduct the required user training of the RSC staff. (A user tutorial is recommended to be included in the plan)
3. Directly support RSC staff in any of the initial 'go live' sites that is identified as requiring special attention.

Price for the IRIS IMPLEMENTATION SERVICES

\$72,000.00

Payment terms

- 60% due upon contract execution
- 40% due on 1st day of productive use of the IRIS system
(1st day of productive use is defined as the day of first NON-TEST referral order placement)
- All payments shall be due within 30 days of invoice.

Term

- The IRIS IMPLEMENTATION SERVICES shall be considered complete and conclude with the first productive use of the CUSTOMER unique IRIS system. This shall coincide with the activation of the IRIS REMOTE COMPUTING SERVICES.



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SCHEDULE B IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES

COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH.

IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES

The Internet Referral Information System, herein designated IRIS, is a web based system that has been designed to improve the quality and efficiency of patient referrals to specialty care and diagnostic services, and enhance access to these needed resources. The system incorporates dynamic embedded CUSTOMER defined and owned clinic entrance rules that facilitate application of clinical guidelines and administrative policies consistently to all PROXHEALTH users, rationalizing access to resources. IRIS tracks and manages each referral through the appointing process, and provides patient appointment information via interface to an automated telephone notification system, optional e-mail and text messaging and a 24 x 7 automated patient appointment inquiry line. Ordering providers are notified through an integrated secure communications function. The IRIS software application system runs on servers utilizing the Microsoft Windows operating system and further utilizes Microsoft SQL Server, ASP.NET, ASP, C#, _JavaScript, XSD, CSS, and T-SQL.

Within 20 days of the execution and acceptance of this agreement, PROXHEALTH will commence the operation of a CUSTOMER unique IRIS patient referrals system. This CUSTOMER unique IRIS system will operate on the PROXHEALTH computer/network facilities. The initial operation of the CUSTOMER unique IRIS system will be employed in support of the IRIS IMPLEMENTATION SERVICES and such use shall not be considered as activating the IRIS SaaS SERVICES. Commencement of the IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES shall be linked to the first productive use of the CUSTOMER unique edition IRIS for the placement of non-test patient referral orders.

Upon activation of the IRIS SOFTWARE AS A SOLUTION (SaaS) SERVICES section of this agreement and for the duration of the term of this Contract, PROXHEALTH shall provide the CUSTOMER with an unlimited license to access and use the CUSTOMER unique IRIS system for their internal use only. PROXHEALTH will provide all computer hardware and software required to sustain the Service Levels defined below. In addition PROXHEALTH shall provide all IRIS software maintenance as a part of this agreement.

Maintenance Service

During the term of this Contract, PROXHEALTH shall provide maintenance of the IRIS Software. This maintenance includes, testing, implementation of off-cycle distribution fixes and upgrades, disaster recovery, and data administration, to provide a timely, reliable and accurate referral system to the Customer user community. Also included in this maintenance is the continued migration of the IRIS software on to the new System Software that will be required from time to time. PROXHEALTH will provide the Customer with a stable, predictable and reliable Software environment. PROXHEALTH shall ensure that the Software and operational processes maintain compliance with all applicable regulatory requirements and quality standards throughout the Contract. The following Software maintenance activities will be provided:

- a) Error Correction, Regulatory Changes, and Software Release Upgrades (including operating system upgrades) and Repair Services which return the Software to full functionality after a production problem is discovered.
- b) Conversion Services which consist of changes and testing of the Software due to changes in the operating environment.
- c) Preventive Maintenance Services required to maintain existing functionality and committed service levels.
- d) Monitoring of overall system performance with adjustment of operating system software (windows /asp.net2/SQL server, etc.) and IRIS Software as needed to maintain the system availability at a 99.5% level across each month and available 24 hours per day.
- e) Quality assurance
- f) Troubleshooting
- g) Data management/integrity services, including IRIS data tables and data storage. PROXHEALTH shall maintain a disaster recovery plan for the IRIS Software and provide written documentation of recovery procedures and contacts.
- h) Monitoring of security performance and adjustment of system software (windows /asp.net2 /SQL, etc.) and the Software as needed to maintain industry standard data security. Application of all security updates to the operating system (Windows) and data base software (SQL server) to ensure data integrity and security, maintenance, support and testing of the current interface, system, and environment between the Interactive Voice Response (IVR) automated telephone appointment notification system and the IRIS Software (including data exchanges, real-time interfaces, batch file transfers, and data conversion environments)

(SaaS) Service

The IRIS software is housed and operated on servers and system software provided by PROXHEALTH. During the term of this Contract, PROXHEALTH shall provide the following server provisioning and system software for the CUSTOMER unique IRIS:

- a) Provide servers, data storage devices and system software hosting for IRIS.
- b) Provide a secure and well-conditioned physical-processing environment for the operation of the IRIS server.
- c) Maintain adequate server and data storage capacity to insure system performance to the system availability levels set forth below in Service Levels.
- d) Perform full data backup on the following schedule:
 - a. A complete backup at midnight every Sunday.
 - b. A differential backup every day at 2 am.
 - c. A "transaction log" backup every day at 10am, 2pm, 6pm and 10pm.
 - d. All backups shall be on a mirrored (RAID 1) hard drive set.
 - e. Every two weeks, a complete backup of the IRIS data is backed up to a separate (offsite) computer.
- e) Conduct any data or system recovery actions required.
- f) Provide and maintain Virus protection software and updates on the IRIS server.
- g) Monitor and control the server against virus activity.
- h) Verify software upgrades are Virus free before installing.
- i) Execute virus disinfectant procedures when necessary.
- j) Provide server problem resolution.

Service Levels

The service levels to be delivered by PROXHEALTH are:

- a) Provide IRIS to an availability level of 99.5% across each month during the term of this Contract. The CUSTOMER unique IRIS shall be available to the Customer 24 hours per day for each day during the term of this Contract. All scheduled maintenance shall be performed between the hours of 11:00 pm through 5:00am. All times will be central time zone. The availability level shall be applied to each month's scheduled operations, with a report on IRIS availability available to the Customer quarterly.
- b) The performance level of IRIS shall be measured using the time it takes the application to generate the main menu for any user (measured from the time the request was received by the IRIS server to the time the IRIS server generates the menu). The performance level shall be less than one-half second (0.5s).

Term: The term of IRIS SaaS SERVICES is 24 months from the date of activation. Upon expiration of term, contract shall renew for same period unless notice to discontinue is received in writing Ninety (90) days prior to current term expiration date.

Price: \$93,000.00 per 12 month period, billable at the commencement of the period.

Payment terms: This fee is billable 45 days before the 12th month anniversary of the day of first productive use. The billing in the initial period will be on the first day of productive use. All payments shall be due within 30 days of invoice.

Customer initials _____

Proxhealth initials _____





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SCHEDULE C-1 IRIS APPLICATION SUPPORT SERVICES

COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH.

IRIS APPLICATION SUPPORT SERVICES

STANDARD IRIS APPLICATION SUPPORT SERVICES

The CUSTOMER must provide a dedicated person/s (staff) that will be responsible for the oversight and management of the CUSTOMER unique IRIS system. The CUSTOMER staff is responsible to perform the following duties:

1. Provide Level 1 Help Desk support for the application, network issues and user problems.
2. Identify and conduct rule design meetings with responsible providers.
3. Document all rules and rule changes and obtain authorization by use of the CUSTOMER defined approval process.
4. Validate the rule or rule change as programmed and perform activation.
5. Produce all standard reports from the system.
6. Receive the Month End File Transfer that is used to provide the detail data in the form of an excel file.
7. Develop and perform Ad Hoc reports as required using the detail data obtained through the month end download file.
8. Create and make all confirmation messages and changes.
9. Create and make all Broadcast messages.
10. Using the material provided by PROXHEALTH, conduct user training.

PROXHEALTH, working in support of CUSTOMER staff, shall provide the following services.

1. Advise on the optimal setup of the IRIS system to meet emerging and changing needs.
2. Perform all set-up actions and the ongoing management of the various tools and options contained in the IRIS product. Set-up and management actions are required in areas that include orderable creations/changes, site creations, work queue creations/changes, clinic creations/changes, template creations/changes, patient instruction creations/changes.
3. Advise on all confirmation message creation/changes, and broadcast message creations.
4. Provide Level 2 Help Desk support.
5. Research all reported application issues and either resolve the issues or document the problem in a level of detail that will permit the PROXHEALTH's level 3 support to resolve.
6. In direct interaction with the CUSTOMER's designated staff and responsible providers, guide the design of rules to meet requirements.
7. Perform all new rule programming or rule changes using authorized rule definition documentation and maintain control logs on the process. Program all new rules and rule changes in the XML language supported in IRIS, test the programmed rule or rule change and upload into the system.
8. Advise on the use of all standard reports from the system.

Customer initials _____

Proxhealth initials _____



9. Provide design review and advice on the proper use of the Software's functions and configuration options to best fit the needs of the CUSTOMER and ensure productive employment of all functionalities in the Software.
10. Research and resolve any apparent aberrant behavior of the Software, regardless of causal source.
11. Provide design review and advice on the proper use of Software rules function to best fit the needs of the CUSTOMER.
12. Review all new rule and rule change requests to ensure optimal design and performance.
13. Provide answers to CUSTOMER staff on any and all IRIS issues.
14. Provide incremental training and training material for additional features added to IRIS.

Term: The STANDARD IRIS APPLICATION SUPPORT SERVICES must remain in force at all times that IRIS SAAS SERVICE is in force.

Price: \$18,000.00 per 12 month period, billable at the commencement of the period.

Payment terms: This fee is billable 45 days before the 12th month anniversary of the day of first productive use. The billing in the initial period will be on the first day of productive use. All payments shall be due within 30 days of invoice.





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SCHEDULE C-2 IRIS INTERFACE SUPPORT SERVICE

COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH.

As each HL7 interface is moved into production, ongoing support of the interface will be provided. This support will work with the COUNTY interface support staff to provide oversight and management of each IRIS HL7 Interface. The COUNTY staff is responsible to perform the following duties:

1. Monitor the HL7 interface(s), and provide such expertise in the HL7 2.x standard and the system(s) being interfaced as is necessary for the resolution of any identified issues.
2. Monitor and maintain the secure network connection between CONTRACTOR and COUNTY.
3. Respond to all requests in a timely manner as is required to ensure that service level agreements can be met.
4. Provide data schema alteration notifications (with detailed specifications) to CONTRACTOR

CONTRACTOR, working in support of COUNTY staff, shall provide the following services.

1. Monitor the HL7 interface(s), and provide such expertise in the HL7 2.x standard and the system(s) being interfaced as is necessary for the resolution of any identified issues.
2. Monitor and maintain the secure network connection between CONTRACTOR and COUNTY.
3. Respond to all requests in a timely manner as is required to ensure that service level agreements can be met.
4. Modify interfaces to changing data schema.

Term: The IRIS INTERFACE SUPPORT SERVICES must remain in force at all times that IRIS SAAS SERVICE is in force.

Price: Annual support fee of \$3,600.00 per supported interface. The annual support of the initial five (5) interfaces will be \$18,000.00 billable at the commencement of the INITIAL PERIOD.

Payment terms: This fee is billable 45 days before the 12th month anniversary of the day of first productive use. The billing in the initial period will be on the first day of productive use. All payments shall be due within 30 days of invoice.



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SCHEDULE D CUSTOM DEVELOPMENT SERVICES

COUNTY OF RIVERSIDE

Agreement entered into on the date set forth above between Proximare Health, Inc. (PROXHEALTH), a DELAWARE CORPORATION, and the "CUSTOMER". Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by PROXHEALTH, prior to acceptance by PROXHEALTH of any order made hereunder. A valid contract binding upon PROXHEALTH comes into being upon execution of this agreement by a duly authorized employee of PROXHEALTH. This agreement, together with the terms & conditions acceptable to PROXHEALTH with respect to its subject matter as of its date, supersedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of CUSTOMER or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by CUSTOMER for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of PROXHEALTH. The contract formed hereby shall be governed by, subject to, and construed in accordance with the laws of Georgia.

CUSTOM DEVELOPMENT SERVICES

Upon execution of this agreement, CONTRACTOR will commence the development of five (5) custom features for the IRIS software as specified below. These features will be provided to the COUNTY through the IRIS SaaS SERVICES. As these features are constructed as integrated code with the core IRIS product code, the features, code, technical documentation, and intellectual property rights will be the exclusive property of CONTRACTOR and all intellectual property rights will remain with CONTRACTOR.

The five custom development features are:

1. Siemens Invision patient registration/ADT system
 - o Demographic data upload to IRIS of selected ADT transactions
 - o IRIS will add patient information to the IRIS Patient Record (IPR) to support referral/order entry activity
2. Siemens Soarian patient scheduling system
 - o Undefined
3. RCRMC's homegrown Health CRM system (i.e. Member Services/Health Plan Eligibility/Billing/Claims/Payment System)
 - o Eligibility request from IRIS with the response returned to IRIS
4. NextGen, RCRMC's ambulatory care electronic health record
 - o Demographic data upload to IRIS of selected ADT transactions
 - o IRIS will add patient information to the IRIS Patient Record (IPR) to support referral/order entry activity
5. NextGen, RCRMC's ambulatory care electronic health record
 - o Referral/order status changes download to NextGen for mapping into the NextGen data base

Each interface is priced at \$8,000.00. Payment shall be due 50% upon contract execution and 50% due on feature delivery.

The COUNTY must provide dedicated staff that will be responsible for the development, oversight and management of the IRIS HL7 Interface. The COUNTY staff is responsible to perform the following duties:

1. Develop the COUNTY side of the HL7 interfaces, and provide such expertise in the HL7 2.x standard and the system(s) being interfaced as is necessary for the development of same.

2. Implement the COUNTY side of the secure network connection between CONTRACTOR and COUNTY.
3. Restrict the number of any HL7 messages sent by COUNTY over the interface(s) to only those records needed by IRIS, and to minimize the content of those messages to include only such fields as are required.
4. Respond to all requests in a timely manner as is required to complete the interface(s) by the date agreed between COUNTY and CONTRACTOR.
5. Develop and implement health monitoring of interface(s), especially where COUNTY is sending data to CONTRACTOR, as required to ensure that service level agreements can be met.

CONTRACTOR, working in support of COUNTY staff, shall provide the following services:

1. Develop the CONTRACTOR side of the HL7 interfaces, and provide such expertise in the HL7 2.x standard and IRIS as is necessary for the development of same.
2. Implement the CONTRACTOR side of the secure network connection between CONTRACTOR and COUNTY.
3. Restrict the number of any HL7 messages sent by CONTRACTOR over the interface(s) to only those records needed by COUNTY, and to minimize the content of those messages to include only such fields as are required.
4. Respond to all requests in a timely manner as is required to complete the interface(s) by the date agreed between COUNTY and CONTRACTOR.
5. Develop and implement health monitoring of interface(s), especially where CONTRACTOR is sending data to COUNTY, as required to ensure that service level agreements can be met.

Additional development work, such as the tracking of out of unreported costs of out-of-network referrals, will be performed based upon the acceptance of separate quotations.



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SCHEDULE E IRIS/IVR INTEGRATED SERVICES

COUNTY OF RIVERSIDE

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Item	Description	Quantity	Unit Price	Amount
	*** Fixed Monthly Fees ***			
	VB Account			\$ 86.25
	Spanish & English TTS Engine			\$ 57.50
	FTP or Remote Access			\$ 28.75
	Coverage 7/24/365			\$ 86.25
	TOTAL MONTHLY FIXED COST			\$ 258.75
	*** Estimated Variable Monthly Usage ***			
	Estimated appointment notification & reminder calls per month (Assuming 1,000 orders per month)	2,000		
	Estimated average call length in minutes	1		
	Total estimated monthly outbound usage in minutes	2,000	\$ 0.17	\$ 340.00
	Estimated inbound patient inquiry calls per month	500		
	Estimated average call length in minutes	1.5		
	Total estimated monthly inbound usage in minutes	1,500	\$ 0.23	\$ 345.00
	TOTAL ESTIMATED VARIABLE MONTHLY USAGE			\$ 685.00

Monthly Billing for first 1,000 orders

TOTAL MONTHLY FIXED COST	\$ 258.75	
TOTAL VARIABLE MONTHLY USAGE	\$ 685.00	
TOTAL MONTHLY BILLING FOR FIRST 1,000 ORDERS		\$ 943.75
INCREMENTAL VARIABLE MONTHLY COST PER ADDITIONAL 1,000 ORDERS	\$ 685.75	

PROXIMARE AGREES TO CAP THE MONTHLY IVR USAGE AT \$2,000.00.