

397



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

**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
March 12, 2015

**SUBJECT:** Approve the Professional Service Agreement with Xerox for Case Management software for five years without seeking competitive bids. [All District; \$315,000; Hospital Enterprise Fund]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Board of Supervisors to execute the agreement with Xerox without seeking competitive bids through June 30, 2020 not to exceed the aggregate amount of \$315,000, plus travel expenses not to exceed 7% of the total contract amount; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, 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.

**BACKGROUND:**

**Summary**

Riverside County Regional Medical Center (RCRMC) requires a comprehensive case management

*Jennifer Cruikshank*

Jennifer Cruikshank, COO on behalf  
of Zareh H. Sarrafian, Hospital CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 195,000	\$ 30,000	\$ 315,000	\$ 30,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Hospital Enterprise Fund 100%

**Budget Adjustment:** No

**For Fiscal Year:** 15/16-19/20

**C.E.O. RECOMMENDATION:**

APPROVE

*Debra Cournoyer*  
Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: March 24, 2015  
 xc: RCRMC, Purchasing

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-46

*Lisa Brandl*  
Lisa Brandl, Director  
PURCHASING &  
FLEET SERVICES

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 3-18-15  
ANITA C. WILKIS  
DATE

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approve the Professional Service Agreement with Xerox for Case Management software for five years. [All District; \$315,000; Hospital Enterprise Fund]  
**DATE:** March 12, 2015  
**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

system which supports the patient through-process with certification, concurrent review, clinical documentation improvement, discharge planning and avoidable/denied days processing. With Xerox' Midas+ system, the hospital can share and report data across the organization. The hospital can then incorporate data from existing information systems with Midas+ data, using otherwise disparate data to track and trend performance over time. Data collection will no longer be limited to hard-coded data entry forms, and the hospital will then have the ability to create their own custom data collection tools with the Midas+ module.

This system will bring the hospital up-to-standard with registration and authorization, patient encounter, community case management, hospital case management, and focused review and reporting. Furthermore, it is compatible with the electronic medical record system currently in use at the hospital, as well as, medical necessity software required for State of California audits.

**Impact on Citizens and Businesses**

This service impacts the patients residing in Riverside County receiving care from Riverside County Regional Medical Center.

**Contract History and Price Reasonableness**

The hospital has conducted extensive search amongst local California hospitals and found Midas+ used with Alameda County Medical Center, Harbor UCLA Medical Center, Loma Linda University Medical Center, Pomona Valley Hospital Medical Center and San Joaquin General Hospital. The hospital has also reached out to a non-biased rating system which recommends this product over available (KLAS) Customer Satisfaction and results show approximately 87.72% over prospective competitors.

The Midas+ Case Management System cost approximately \$195,000 for the first year which includes a one-time fee for implementation. For years two through five, the annual maintenance fee is projected to be approximately \$30,000 annually. Therefore, the cost for this project is estimated at \$315,000 to cover five years.

ZH:ns

Date: March 12, 2015

From: Zareh H. Sarrafian, Hospital CEO Department/Agency: RCRMC

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for (Xerox Midas+ Case Management System)

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The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** Midas+ Case Management System
2. **Supplier being requested:** Xerox
3. **Alternative suppliers that can or might be able to provide supply/service:** An alternative supplier that may be able to provide similar services is Allscripts however, they do not supply all necessary elements needed for this service. Xerox' Midas+ Case Management System is identified as the gold standard within the industry.
4. **Extent of market search conducted:** Currently there are several Case Management consultants currently guiding Riverside County Regional Medical Center (RCRMC) who have previously used and recommend the Xerox product and have general knowledge of industry tools and standards. Additionally, there are current hospital administrative members who have used the Xerox product in previous settings. Lastly, the hospital has reached out to a non-biased vendor rating system who recommends this product over other available (KLAS) Customer Satisfaction. Their results show Midas+ 87.72% over Allscripts 69.09%.

The following California hospitals are using the Midas+ case management system and they are Alameda County Medical Center (ARCC) in Oakland, Harbor UCLA Medical Center (HAR) in Torrance, Loma Linda University Medical Center (LLUMC) in Loma Linda, Pomona Valley Hospital Medical Center (PCHMC) in Pomona, and the San Joaquin General Hospital (HCS) in French Camp.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The product is unique in two ways; i) it integrates all Case Management solutions into one products including authorization, revenue integrity, revenue cycle, compliance, medical necessity and discharge planning and ii) it is compatible with electronic medical record system currently in use at the hospital as well as medical necessity software required for State of California audits.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The hospital requires these unique features as listed below:
  - a. **Registration/Authorization** – it places all patient in organized work lists and allows for electronic medical necessity review to be sent to payers with confirmation of receipt (and it will replace current paper/fax and filing methods).

- b. **Patient Encounter** – Allows capture of discharge diagnosis and disposition to insure correct billing and assure correct coding. It captures Emergency Department visits and ability to follow patient for case management needs.
- c. **Community Case Management** – assists with community case management allowing care management and discharge planning through the care continuum (from pre-admit/admit to next level of care after discharge) and assists with managing readmission penalty risks. It also allows case management to document and customized problem lists and care planning, which is currently non-existent and includes assessments, problems, goals, outcomes, interventions and referrals to follow up with patient care.
- d. **Hospital Case Management** – it monitors avoidable delay and days resulting in interventions and increase efficiency, thereby decreasing cost. It manages certification and authorization by payer and tracks daily certification expirations resulting in decreased denials and delayed payments. And it tracks referrals to post discharge care providers insurance accountability to compliance and assists in reduction of length of stay.
- e. **Focused Review and Reporting** – It allows customized reporting to evaluate for payers, physicians, facility, and case management team. It helps access to standard reporting based on custom data fields. It has the ability to generate graphs for custom indicators and improve disease management. It can generate patient documents for compliance measures, ability to link patient documents to any function. And, it has the ability to define action plans, create bench-marking and targets for defined periods by process improvement, value based purchasing.

**7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** The cost for this services includes the following:

	<b>One-Time Fee</b>	<b>Annual Fee &amp; Maintenance</b>
Midas+ Case Management System and Facility License	\$81,250	\$14,625
Midas Integrated Delivery Network License	\$24,375	\$4,388
HIS system Interface (electronic transfer of defined patient related information including Registration, ADT, Medical Record and Financial Abstract)	\$15,000	\$2,700
Care Management Database Management System (quote based on 32 users)	\$20,128	\$4,428
Integration Link to Case Management Criteria (InterQual)	\$0	\$3,000
<b>TOTAL AMOUNT</b>	<b>\$165,128 (round to \$165,000)</b>	<b>\$29,141 (round to \$30,000)</b>

The hospital has conducted extensive search amongst local California hospitals and found Midas+ used with Alameda County Medical Center, Harbor UCLA Medical Center, Loma Linda University Medical Center, Pomona Valley Hospital Medical Center and San Joaquin General Hospital. The hospital has also reached out to a non-biased rating system which recommends this product over available (KLAS) Customer Satisfaction and results show approximately 87.72% over prospective competitors.

The Midas+ Case Management System cost approximately \$195,000 for the first year which includes a one-time fee for implementation, the annual and maintenance fee. For years two through five, the annual maintenance fee is projected to be approximately \$30,000 annually. Therefore, the cost for this project is estimated at \$315,000 to cover five years.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). Yes, there is an annual maintenance fee of \$30,000

9. Period of Performance: One year with four (4) additional renewal options.

*Jennifer Crutshaw*

3/17/15

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ see below

One time

Annual Amount through \_\_\_\_\_

*Kris Brendle*

3/18/15

15-442 \$195,000

Purchasing Agent

Date

Approval Number  
(Reference on Purchasing Documents)

15-443 \$30,000 per year  
Fy 15/16 - 19/20



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

02494
Tracking Number for Internal Use Only

<b>REQUESTED PURCHASE:</b> New Midas+ Case Management System	
<b>DEPARTMENT/AGENCY:</b> RCRMC - Case Management (HIS Project Code: MC6010008)	
<b>CONTACT NAME/PHONE:</b> Mary Grace Hedge, ext. 64747; Brian Baber, ext. 65426	
<b>PURCHASE REQUEST:</b>	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	This Midas+ Case Management System will: <ol style="list-style-type: none"> <li>1) Place all patients in organized work lists and allows for electronic medical necessity review to be sent to payers with confirmation of receipt.</li> <li>2) Allow capture of discharge diagnosis and disposition to insure correct billing and assure correct coding.</li> <li>3) Assist with community case management allowing care management and discharge planning through the care continuum (from pre-admit/admit to next level of care after discharge) and assists with managing re-admission penalty risks.</li> <li>4) Monitor avoidable delay and days resulting in interventions and increase efficiency, thereby decreasing cost.</li> <li>5) Manage certification and authorization by payer and track daily certification expirations resulting in decreased denials and delayed payments.</li> <li>6) Track referrals to post discharge care providers insurance accountability to compliance and assist in reduction of length of stay.</li> </ol>
<b>BUSINESS NEEDS ADDRESSED</b>	<p>The current Case Management process is unable to track requests for clinical review and is unable to track days authorized or denied.</p> <p>The current Case Management process is inefficient in systems resulting in multiple documentation (paper/electronic medical record).</p> <p>The Sole Source document and Form 11 have been prepared to submit to the Board of Supervisors for review and approval.</p>
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN
<b>BUSINESS CRITICALITY</b>	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b>
<input type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input checked="" 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
<b>BUSINESS RISKS</b>	None identified
<b>ALTERNATIVE SOLUTIONS</b>	1. [Identify if any other Solution] 2. [Solution] 3. [Solution]
<b>TRANSACTION</b>	<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

<b>PURCHASE COSTS</b> Hardware: \$165,128.00  Software: \$30,000.00  Labor: \$  <b>Total Cost: \$ 195,000.00</b>	<b>COST BENEFIT ANALYSIS</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%;">CURRENT COSTS</th> <th style="width: 25%;">NEW COSTS</th> </tr> </thead> <tbody> <tr> <td>Implementation</td> <td></td> <td></td> </tr> <tr> <td>One-time (i.e., upgrades)</td> <td></td> <td></td> </tr> <tr> <td>Ongoing (i.e., maintenance)</td> <td></td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td></td> </tr> </tbody> </table>		CURRENT COSTS	NEW COSTS	Implementation			One-time (i.e., upgrades)			Ongoing (i.e., maintenance)			Other		
	CURRENT COSTS	NEW COSTS														
Implementation																
One-time (i.e., upgrades)																
Ongoing (i.e., maintenance)																
Other																

ACCOUNTING STRING - Completed by transitioned Departments Only Used for pass-thru purchases processed by RCIT							
%	Account	Fund	Dept. ID	Program	Class	Grant	Customer
Billed	(6 digits)	(5 digits)	(6 - 10 digits)	(5 digits)	(5 digits)	(9 digits)	Project Code (10 digits)

Departmental Fiscal Review ( <i>Optional</i> ):	Date:
Department Head Signature: (or authorized designee)	Date: <i>3/13/19</i>

<b>RCIT RECOMMENDATION - for purchases and renewals under \$100,000</b>	
Recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No (Purchases that are not recommended will be reviewed by TSOC upon request)	
By:	Date:
Chief Information Officer Signature:	Date:

<b>RCIT explanation for purchases that are not recommended:</b>

<b>ISO RECOMMENDATION: Security review for all purchases</b>	
Recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No (In no, provide explanation below)	
CISO Signature:	Date:



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

**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: *[Handwritten Signature]* Date: *3/19/15*

**TSOC explanation for denied requests:**



**MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**THIS MASTER AGREEMENT**, including all Attachments, Exhibits, Schedules, and Addenda attached hereto and incorporated herein by reference (“**this Agreement**”), effective as of the date last signed below (“**Effective Date**”), is by and between **RIVERSIDE COUNTY REGIONAL MEDICAL CENTER** (“**Client**” or “**RCRM**”), with its principal office located at 26520 Cactus Avenue, Moreno Valley, Riverside, California 92555 and its Inpatient Treatment Facility (ITF) located at 9990 County Farm Road, Riverside, California 92503, and **MIDASPLUS, INC.** (“**MidasPlus**”), located at 4801 East Broadway Boulevard, Suite 335, Tucson, Arizona 85711, a subsidiary of Xerox Business Services, LLC (“**Xerox**”).

**WHEREAS**, MidasPlus develops and licenses care management, credentialing, and comparative performance systems and related software and provides installation, training, consulting, maintenance, support and related services in connection with such systems; and

**WHEREAS**, Client desires to license and secure MidasPlus software, products, and services for itself and Authorized Clients (as defined herein), and MidasPlus desires to provide MidasPlus system, products and services to Client and other authorized facilities or users/providers.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

**1.1** In addition to the definitions of any respective Attachment, the capitalized terms used in this Agreement and any and all Attachments hereto, and not otherwise defined herein shall have the following meanings:

**Agreement** means this Master Agreement, including all Attachments, Exhibits, Schedules, and Addenda attached hereto or incorporated herein by reference, as it may be amended in writing from time to time.

**Attachment** means an attachment to this **Agreement** that includes specific conditions relating to the licensing of software or the purchasing of services from MidasPlus. The specific conditions of an **Attachment** apply to **Client** and any other authorized facilities or user/providers as referenced in the given Attachment. The following are attachments to this **Agreement**:

- Attachment 1:** Midas+™ Care Management (or a Subsystem subset thereof) and/or Midas+ Seeker Licenses
- Attachment 2:** Software Maintenance for Midas+™ Care Management (or a Subsystem subset thereof) and/or Midas+™ Seeker
- Attachment 3:** Midas+ DataVision System (*intentionally omitted*)
- Attachment 4:** Midas+ CPMS System (*intentionally omitted*)
- Attachment 5:** Midas+ Statit piMD and/or Statit PPR (*intentionally omitted*)
- Attachment 6:** Midas+ Live (*intentionally omitted*)
- Attachment 7:** Midas+ Comply (*intentionally omitted*)

**Authorized Client** means any healthcare provider which is a subsidiary, entity, or affiliate of Client in which Client has at least fifty percent (50%) ownership or which is operated by Client and is designated as a Licensed Facility in a respective **Attachment**.

**Client Data** means all information and data elements entered into or processed or stored by the System by or on behalf of Client.

**Confidential Information** is defined in Section 7.1 of this Agreement.

**Documentation** means the user manuals and other documentation related thereto supplied to Client and/or each other authorized entity or user/provider, by MidasPlus for use with the System, Products, or Services, including any and all revisions, modifications, and updates thereof as may be supplied by MidasPlus to Client and/or each such authorized entity or user/provider during the Term of this Agreement and the respective **Attachment**.

**Effective Date** of this **Agreement** for any respective Attachment is the date that Attachment is the last signed by the parties.

**Encounter** means a healthcare encounter that relates to a patient that is recorded in the **Systems'** central patient file.

**Initial Term** means that particular term defined in the respective **Attachment**.

**Licensed Facility** means the particular facility designated as such in any respective **Attachment**.

**Live Operation** means that particular term defined in any respective **Attachment** for the effective productive use of the respective System, Product, or Services.

**Renewal Term** means a twelve (12)-month period that immediately follows the **Initial Term** or another **Renewal Term** in which the parties agree to extend the term of the respective **Attachment**.

**Software** means the particular term defined in the respective **Attachment**.

**Software Maintenance** means the software maintenance and services described in the respective **Attachment**.

**System** means the system, products, and services described in any respective **Attachment**.

**Third Party Products** are products of a third party that MidasPlus may provide access to which are not imbedded nor included in the Licenses of the respective Systems, Products, and Services, and for which Client must license directly with the third party.

## ARTICLE II LICENSES

- 2.1 Upon execution of the respective Attachment, Client may obtain a license for a Licensed Facility. Each Licensed Facility's use of the given system is subject to the terms of this Agreement and the respective Attachment. MidasPlus hereby grants to Client and the designated Licensed Facility a

nontransferable, nonexclusive license to use the System in the United States pursuant to the term of the respective Attachment.

- 2.2 Client may elect to expand the scope of a license granted under any applicable respective Attachment to include the Client's or its Licensed Facility's Integrated Delivery Network. If Client exercises this option, the election will be included in Exhibit A of the respective Attachment. The Client is then allowed the right to include Encounters from the IDN in the System's central patient file and/or to use the System in support of the operational activities of the IDN.
- 2.3 Client will not attempt to decompile, disassemble, or reverse engineer the System. Client will not, directly or indirectly, allow access to or the use of the System or any portion thereof, on any computer, server, or network, by any person, corporation, or business entity other than licensed herein. Client may, however, permit use of the System by contractors of Client provided that any such contractors are not competitors of MidasPlus and further provided that any such persons agree to be bound by the provisions herein regarding preservation of the confidentiality of the System.
- 2.4 For a System deployed on Client hardware, Client may make a reasonable number of copies of the System for archival, backup, and disaster recovery purposes so long as only one instance of the System is running in a production mode. Client may also make a reasonable number of copies of the Documentation for use by its authorized employees provided that all such copies of the System and of the Documentation contain all proprietary notices originally appearing on the copies provided to Client by MidasPlus.

### **ARTICLE III WARRANTIES & DISCLAIMER**

- 3.1 MidasPlus warrants that the System(s) furnished under a given respective Attachment: (i) will be compatible with and operate on the hardware furnished by Client in accordance with the applicable Attachment; (ii) will contain the Software specified in a given respective Attachment; (iii) will operate in all materials respects according to the Documentation of the respective System(s) the subject of the given Attachment; (iv) MidasPlus will provide System Support as specified in the respective Attachment; and (v) all other services provided under this Agreement and the respective Attachment shall be performed in a timely, professional manner, and in accordance with applicable industry standards.
- 3.2 IN ADDITION TO DISCLAIMERS WITH RESPECT TO SYSTEM(S) SET FORTH IN THE RESPECTIVE ATTACHMENT, THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF, AND MIDASPLUS HEREBY DISCLAIMS, ALL OTHER WARRANTIES AS TO THE SYSTEM(S), EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED.
- 3.3 AT CLIENT'S REQUEST AND AS SET FORTH IN A RESPECTIVE ATTACHMENT, MIDASPLUS MAY PROVIDE ACCESS TO THIRD PARTY PRODUCTS UNDER THIS AGREEMENT. CLIENT UNDERSTANDS AND AGREES THAT MIDASPLUS PROVIDES NO WARRANTIES OF ANY KIND FOR THIRD PARTY PRODUCTS.

**ARTICLE IV  
HARDWARE**

- 4.1 Client will provide the hardware required to operate the System(s) at each Licensed Facility, as applicable. The requirement and recommended hardware environment will be described in each respective Attachment, if applicable. Each Licensed Facility will prepare its installation site prior to hardware delivery and will install and connect all cabling and hardware, including computer terminals. Client will be responsible for the cost and all other aspects of the maintenance and repair of the hardware at each Licensed Facility site.

**ARTICLE V  
SYSTEM TRAINING AND IMPLEMENTATION**

- 5.1 Unless otherwise set forth in a given Attachment, MidasPlus will assist in implementing the System(s) for given Licensed Facility under any given Attachment in its environment and in training its authorized employees on the use of the System(s). The Training and Implementation services provided by MidasPlus will be described in the respective Attachment.
- 5.2 System Training and Implementation for the specified number of employees of a Licensed Facility (the fees for additional employees) is defined in the respective Attachment.
- 5.3 The training facility utilized at a particular Licensed Facility must be configured in a manner specified under the respective Attachment.

**ARTICLE VI  
LICENSE FEE, PAYMENT, AND TAXES**

- 6.1 All fees for MidasPlus software and services will be itemized and paid according to the respective Attachment.
- 6.2 MidasPlus will be reimbursed for all reasonable out-of-pocket expenses incurred by MidasPlus while performing its duties under a respective Attachment. These include all travel and per diem expenses incurred by MidasPlus in connection with training and installation of the respective System or product at a Client or Licensed Facility site. Any and all out-of-pocket expenses shall obtain approval by Client prior to any payment. All expenses shall be reimbursed in accordance with County policy.
- 6.3 The fees for MidasPlus software, products, and services do not include any taxes. Client agrees to pay any tax in the nature of a sales or use tax and any duties based upon amounts payable under a respective Attachment (exclusive of taxes based upon the income or gross receipts of MidasPlus), and upon Client's or Client's Licensed Facility's respective use or possession of MidasPlus software, product, or services. If Client or a Licensed Facility is exempt from the payment of any of these taxes, Client or such Licensed Facility will provide MidasPlus with a certificate evidencing such exemption issued by the applicable taxing authority.
- 6.4 All invoices are due within thirty (30) days following the date of receipt of the invoice. Invoices not paid within thirty (30) days of the date of the receipt of the invoice shall be subject to late charges equal to the lesser of 1.5% per month or the highest interest rate allowable by applicable law. Invoices shall be provided to Client by Xerox and mailed to the address set forth below:

Riverside County Regional Medical Center  
26520 Cactus Avenue  
Moreno Valley, California 92555  
Attn: Accounts Payable Department

## ARTICLE VII CONFIDENTIAL INFORMATION

- 7.1 In addition to the express terms of any given Attachment, **Confidential Information** means and includes, but shall not be limited to, all business strategies, plans and procedures, methodologies, data and trade secrets, methods, software, systems, source code, documentation, business processes, research, developments, client lists, financial and other information, this Agreement and the fees charged under this Agreement and any Attachment, and all other confidential information and materials of the Disclosing Party (hereinafter defined), its affiliates, or their respective clients or suppliers, that may be obtained by the Receiving Party (hereinafter defined) as a result of or in connection with this Agreement, and which, if in electronic or tangible form is designated as confidential or proprietary, or, if orally disclosed: (1) is identified at the time of disclosure as confidential and is followed with a writing identifying the disclosure as confidential, or (2) the Receiving Party knows or should know that the Disclosing Party has reasonable expectations would be considered proprietary or confidential. Confidential Information also shall include, without limitation any marking or writing requirement, the following information in electronic or tangible form and whether or not marked or designated as confidential or proprietary: (a) Client Data, all of which shall be the Confidential Information of Client; and (b) all Confidential Information of MidasPlus, which means and includes without limitation, any or all of the following, depending upon the context in which the term is used: (i) (whether registered or unregistered) any existing or pending application for each patent, copyright, trademark or service mark, trade name, trade secret, know-how, process, technology, development tool, idea, concept, design or moral right, methodology, algorithm or invention, audio and visual information and content, domain names, product and service names, and proprietary technology (including, without limitation, the respective System, and related Documentation, products, user interfaces, any images and applets, animations); (ii) any right to use or exploit any of the foregoing; (iii) any other proprietary right or intangible asset, including but not limited to and other tangible and intangible material or information owned by MidasPlus or its affiliates or otherwise licensed from a third party and contained in anything hosted by MidasPlus on its server(s) in providing any System; and (iv) any corrections, improvements, compilations, partial copies, translations, derivative works, additions, modifications, updates, and other changes. For purposes hereof, each of MidasPlus and Client shall: (A) in each instance in its capacity as the party disclosing, making available, or providing Confidential Information be referred to herein as the “**Disclosing Party**”; and (B) in each instance in its capacity as the party receiving, accessing, or becoming aware of Confidential Information, be referred to herein as the “**Receiving Party**.”
- 7.2 **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

- 7.3 Exceptions.** The Receiving Party's obligations under Paragraph 7.2 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 7.4 Return of Confidential Information.** The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party (unless such information is subject to an effective license hereunder) or the expiration or termination of this Agreement, whichever comes first. In addition, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Paragraph 7.5
- 7.5** Client acknowledges that the System contains valuable Confidential Information that belongs to MidasPlus and to others who have allowed MidasPlus to distribute their particular such Confidential Information by MidasPlus to its licensees. Client agrees that the System(s) and all other material furnished by MidasPlus hereunder are provided for Client's and Client's Licensed Facility's exclusive use for the purpose of this Agreement and the respective Attachment only.
- 7.6** MidasPlus acknowledges that any of Client's Confidential Information acquired or received by it under this Agreement or learned in the course of providing services hereunder is provided only for use by MidasPlus in the performance of its obligations under this Agreement or as expressly permitted by this Agreement.
- 7.7 HIPAA.** The parties understand and agree that Client and each Licensed Facility are Covered Entities under HIPAA. As required under the HIPAA Privacy Rule (45 C.F.R. §164.504 [e][1]), a business associate addendum is attached and incorporated as Exhibit A.
- 7.8** In the event of any breach or threatened breach of these provisions, each party shall be entitled to seek a temporary or permanent decree or order restraining and enjoining such breach, it being hereby expressly acknowledged and understood that damages at law may be inadequate.
- 7.9** A party's obligation to protect the Confidential Information of the other party as set forth herein shall survive any termination of this Agreement.

**ARTICLE VIII  
INTELLECTUAL PROPERTY INDEMNITY**

- 8.1** MidasPlus warrants that it has the right to grant any software licenses hereunder and that Client's and each Licensed Facility's use of the respective Systems in the United States as specified in this Agreement will not infringe upon the United States patent, copyright, or trade secret rights of any third party.
- 8.2** At MidasPlus' expense, MidasPlus shall indemnify, defend, and hold harmless, Client and all Licensed Facilities with respect to a given Attachment, against any third party claim, whether actual or threatened, that the use of the respective Systems in accordance with the Documentation, infringes a patent, copyright, or trade secret right in the United States and shall pay all costs, damages, and reasonable attorneys' fees that a court awards, or agreed settlement amount, as a result of such claim. To qualify for such defense and payment, Client and each Licensed Facility with respect to any given Attachment must: (i) give MidasPlus prompt written notice of such claim; and (ii) give complete authority and control to MidasPlus to compromise or settle the action; and (iii) provide reasonable cooperation with MidasPlus in the defense and all related negotiations at the expense of MidasPlus.
- 8.3** Client and each respective Licensed Facility under a given Attachment agree that if the operation of the particular System becomes, or in the opinion of MidasPlus is likely to become, the subject of a patent, copyright, or trade secret infringement claim, Client will permit MidasPlus, at MidasPlus' option and expense, to: (i) promptly procure for Client and each respective Licensed Facility the right to continue to use that particular System; or (ii) replace that particular System with an alternative that functions substantially the same; or (iii) modify that particular System so that it becomes non-infringing, but in a manner which causes it to function substantially the same as it had prior to modification.
- 8.4** If Client or any Licensed Facility with respect to a given Attachment fails to permit MidasPlus to act as specified in Paragraph 8.3, MidasPlus' obligation(s) under this Article VIII will immediately terminate.
- 8.5** This Article states MidasPlus' entire obligation to Client and each Licensed Facility with respect to a given Attachment regarding patent, copyright, and trade secret infringement and the indemnification related thereto. Nothing in this Article shall be deemed to grant Client or any such Licensed Facility any rights in regard to modification or use of the MidasPlus software in excess of those otherwise granted in this Agreement. The provisions of this Article will survive the termination of this Agreement or any respective Attachment.

**ARTICLE IX  
TERM AND TERMINATION**

- 9.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2020, unless terminated earlier (the "**Term of the Master Agreement**"). During the Term of the Master Agreement, the Initial Term or any Renewal Term (collectively "Term") of the MidasPlus software, as such Terms are defined in a respective Attachment, shall automatically renew for a Renewal Term unless either party gives written notice of non-renewal at least sixty (60) days prior to the end of the Initial Term or any Renewal Term, and the fees for any such Renewal Term shall be at MidasPlus' then prevailing rates. A termination of an Attachment with respect to a given Licensed Facility shall not cause a

termination of any other Attachment with respect to that given Licensed Facility, or any other Licensed Facility of the Client, without complying with the termination or non-renewal provisions of such other Attachment with respect to the given or other Licensed Facility.

- 9.2** In the event of a party's (including, without limitation, Client's respective Licensed Facility) breach of any material term of this Agreement or any respective Attachment, after complying with Paragraph 9.4, the party has the right to terminate the respective Attachment and the license granted thereunder. A termination by the non-breaching party shall not relieve the breaching party(ies) of any payments due through the date of termination. Notwithstanding anything to the contrary in this Agreement, in addition to other damages and relief of the respective party, but subject to the applicable limitation of liability provisions, hereunder: (i) with respect to Attachment 1, and upon a termination in accordance with this Paragraph 9.2 for a material breach by MidasPlus prior to Final Acceptance by a given Licensed Facility, MidasPlus shall refund all of the respective License Fees previously paid by Client on behalf of the Licensed Facility; and with respect to Attachment 2 and after Final Acceptance by a Licensed Facility MidasPlus shall refund to Client a prorated portion of the Software Maintenance Fees paid for the period after the effective date of the termination; and (ii) with respect to Attachments 3 through 7, upon a termination by a given Licensed Facility in accordance with the provisions of this Paragraph 9.2 for a material breach by MidasPlus, MidasPlus shall refund to Client a prorated portion of the fees paid for the period after the effective date of the termination.
- 9.3** Upon any termination of a respective Attachment, Client and the given Licensed Facility(ies) shall, within 30 days of termination or as mutually agreed by both Parties, cause the System(s) to be erased from all computer storage medium or device(s) in which it has been placed or stored, and shall certify to MidasPlus in writing that it has so erased the System(s). Client and the given Licensed Facility(ies) shall also promptly return to MidasPlus all Documentation and copies thereof.
- 9.4** A party alleging that the other party has breached this Agreement or any respective Attachment, the non-breaching party must provide such breaching party(ies) written notice setting forth the specific instance(s) of breach. The party(ies) receiving such notice will have thirty (30) days after receipt of that notice to cure the breach, except for non-timely payment of amounts due hereunder, which must be cured within fifteen (15) days. If either the breach remains uncured or substantial steps have not been taken to cure the breach within the relevant period, the non-breaching party may terminate the respective Attachment.
- 9.5** After the Initial Term of the MidasPlus software, as such Initial Term is defined in a respective Attachment, Client may terminate this Agreement without cause upon sixty (60) days' written notice served upon MidasPlus stating the extent and effective date of termination. Such termination by Client shall not relieve Client of any fees due through the date of termination.

## **ARTICLE X LIMITATION OF LIABILITY**

- 10.1** EXCEPT FOR MIDASPLUS' CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, AND CLIENT'S AND ANY RESPECTIVE LICENSED FACILITY'S CONFIDENTIALITY AND LICENSE RESTRICTION OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S AND ANY RESPECTIVE LICENSED FACILITY'S MAXIMUM LIABILITY FOR DAMAGES TO THE OTHER PARTY, AND IN THE CASE OF MIDASPLUS, TO ANY LICENSED FACILITY, FOR ANY



CAUSE WHATSOEVER ARISING OUT OF A GIVEN ATTACHMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED ON A CUMULATIVE BASIS (IN THE CASE OF MIDASPLUS ALSO ON A COMBINED BASIS TO BOTH CLIENT AND THE RESPECTIVE LICENSED FACILITY) FOR ALL CLAIMS ARISING DURING THE ROLLING 12-MONTH PERIOD (HEREINAFTER DEFINED) TO THE AMOUNT(S) PAID TO MIDASPLUS BY OR ON BEHALF OF SUCH RESPECTIVE LICENSED FACILITY UNDER THE TERMS OF THE GIVEN ATTACHMENT FOR THAT LICENSED FACILITY DURING A ROLLING TWELVE (12) MONTH PERIOD UNDER SUCH ATTACHMENT WITH RESPECT TO THE CLIENT AND THAT LICENSED FACILITY IMMEDIATELY PRIOR TO THE ACT OR OMISSION GIVING RISE TO THE CURRENT CLAIM (“**THE ROLLING 12-MONTH PERIOD**”).

- 10.2** EXCEPT FOR MIDASPLUS’ CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, AND CLIENT’S AND ANY RESPECTIVE LICENSED FACILITY’S CONFIDENTIALITY AND LICENSE RESTRICTION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY RESPECTIVE LICENSED FACILITY BE LIABLE TO THE OTHER PARTY OR, IN THE CASE OF MIDASPLUS, TO ANY RESPECTIVE LICENSED FACILITY, FOR: (I) LOST PROFITS AND INCIDENTAL, INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER THE POSSIBILITY OF THE EXISTENCE OF SUCH DAMAGES HAS BEEN COMMUNICATED TO MIDASPLUS AND REGARDLESS OF WHETHER THAT PARTY OR THE RESPECTIVE LICENSED FACILITY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES; AND (II) IN THE CASE OF MIDASPLUS, FOR ANY THIRD PARTY CLAIM ARISING OUT OF OR RELATED TO THE USE OF THE SYSTEMS BY CLIENT OR THE RESPECTIVE LICENSED FACILITY.
- 10.3** IN NO EVENT SHALL MIDASPLUS BE LIABLE TO CLIENT, ANY RESPECTIVE LICENSED FACILITY, OR ANY THIRD PARTY FOR, AND CLIENT AGREES TO HOLD MIDASPLUS HARMLESS FROM, ANY DAMAGES THAT RESULT FROM CLIENT’S OR THE RESPECTIVE LICENSED FACILITY’S USE OF ANY THIRD PARTY PRODUCT.

#### **ARTICLE XI DATA USE**

- 11.1** Subject to compliance with all applicable laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (“**HIPAA**”) and the obligation of MidasPlus to maintain patient confidentiality during the term of this agreement and subsequent renewals, Client hereby grants to MidasPlus, its affiliates, and their respective contractors or agents the right to copy, aggregate, analyze, and use the Client Data MidasPlus obtains in the course of Client’s use of the Systems (including during data maintenance services provided to Client by MidasPlus, if any).
- 11.2** As between Client and/or each Licensed Facility and MidasPlus, all Client’s and/or each Licensed Facility’s Client Data shall be the exclusive property of Client and/or the respective Licensed Facility; provided, that MidasPlus, its affiliates, and their respective contractors or agents may use De-identified Client Data for any lawful purpose and Client and/or the respective Licensed Facility hereby grants to MidasPlus a perpetual, royalty-free, assignable, transferrable, license to use De-identified Client Data derived from Client Data for such purposes.

**ARTICLE XII  
SOCIAL SECURITY ACT**

- 12.1** For the purpose of implementing Section 1861(v)(1)(i) of the Social Security Act, as amended, and any written regulations thereto, MidasPlus agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:
- i. During the term of this Agreement and until the expiration of four (4) years after the furnishing of services under this Agreement, MidasPlus shall make available, upon written request of the Secretary of the Department of Health and Human Services, the U.S. Comptroller General or any of their duly authorized representatives, such books, documents and records as may be necessary to certify the nature and costs; and
  - ii. If MidasPlus carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization (as that term is defined in C.F.R. Section 405.427[b]), such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

**ARTICLE XIII  
MISCELLANEOUS PROVISIONS**

- 13.1** The parties hereby agree that Client may add under this Agreement and the respective Attachment, from time to time, additional systems, products and services pursuant to a purchase order, letter of intent, or any other written acceptance ("**the Purchase Acceptance Document**") executed by the Client that accepts the quote issued by MidasPlus for the given additional systems, products, and services ("**the Quote**") for a given Licensed Facility. Notwithstanding anything to the contrary in this Agreement, the Quote that is accepted by a given Purchase Acceptance Document shall be deemed included within this Agreement and the given Attachment. If there is any conflict between the Quote and this Agreement and/or the respective Attachment, the Quote shall control; if there is any conflict between the Purchase Acceptance Document and the Quote and/or this Agreement, the Quote and/or this Agreement shall control; and any such conflict in the Purchase Acceptance Document shall be of no force or effect on MidasPlus without the express written consent of MidasPlus specifically identifying such conflict and agreeing to those changed terms.
- 13.2** Subject to the provisions of the immediately preceding Paragraph 13.1, each and every Attachment, Exhibit and Schedule to this Agreement is incorporated herein by reference in its entirety, the same as though fully set forth at length herein, with respect to any given Licensed Facility. An executed Attachment between MidasPlus and Client with respect to a given Licensed Facility is exclusive to Client and such Licensed Facility.
- 13.3** This Agreement supersedes all prior agreements, understandings, and negotiations, and it constitutes the entire agreement between the parties relating to the subject matter hereof. No waiver by either party of any provisions hereof shall constitute waiver of such provision on any other occasion. No failure or delay by either party in exercising any right, power, or privilege

under this Agreement shall operate as a waiver thereof, nor shall any partial exercise preclude the exercise of any other right, power or privilege hereunder.

- 13.4** Subject to the provisions of Paragraph 13.1, this Agreement cannot be modified, terminated, nor any provision waived, other than by the express written agreement of the parties. The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any purchase order or other correspondence.
- 13.5** Neither party will be in breach of this Agreement and shall be excused from liability for any failure to perform or delay in performance if the failure or delay is due to a cause of a force majeure nature, including, without limitation, strike, fire, explosion, act of God, riot, war, government regulation, major accident, or failure of suppliers of subcontractors.
- 13.6** Neither party may assign this Agreement or any right or obligation hereunder either in whole or in part without the prior written consent of the other party, except that the party may assign any or all of its rights and duties hereunder (a) to any entity directly or indirectly controlling, controlled by, or under common control with the party, and (b) to the successor (by sale, merger, reorganization or otherwise) to the business operations of the party; provided, such assignee agrees in writing to be bound by all of the terms hereof, and in the case of Client, further that only one copy of the respective System is operated for the facility licensed herein at any given time. MidasPlus may employ subcontractors or other agents to perform all or any part of the respective System(s) or Services under this Agreement, provided that the use of such subcontractors or other agents by MidasPlus shall not change MidasPlus' obligations hereunder for the performance of the terms hereof. MidasPlus shall be responsible for the performance of the respective System(s) or Services by such subcontractors or agents to the same extent as though such were performed by MidasPlus pursuant to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 13.7** In the event that any provision hereof or its application in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be unlawful, invalid, or unenforceable shall not be affected thereby, and each remaining provision hereof shall continue to be valid and may be enforced to the fullest extent permitted by law.
- 13.8** Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered by hand, or by an overnight service such as Federal Express, or when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, to the individuals set forth below:

**For MidasPlus:**

Justin Lanning, Managing Director  
MidasPlus, Inc.  
4801 East Broadway Boulevard, Suite 335  
Tucson, Arizona 85711

**For Client:**

Riverside County Regional Medical Center  
26520 Cactus Avenue  
Moreno Valley, California 92555

**13.9** The parties to this Agreement are independent contractors. Nothing in this Agreement shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties hereto.

**13.10** Except as expressly stated herein, nothing express or implied in this Agreement is intended or shall be deemed to confer upon any third party any rights, obligations, remedies, or liabilities.

**13.11 Non-Binding Dispute Resolution**

**i. Resolution by Internal Escalation.** Prior to the initiation of any action or proceedings under this Agreement to resolve disputes between the parties, the parties shall make commercially reasonable efforts to resolve any such disputes by means of internal escalation and negotiation between senior representatives of the parties with decision-making authority. Either party may initiate negotiation proceedings by writing a notification letter to the other party setting forth the particulars of the dispute, the terms of the Agreement involved, and the suggested resolution of the dispute.

**ii. Non-Binding Mediation.** In the event the parties cannot agree upon an acceptable resolution process by internal escalation attempts, either party may then elect to initiate non-binding mediation. Either party may commence mediation through the Judicial Arbitration and Mediation Service (“JAMS”) by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute in the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS’ panel of neutrals and in scheduling the mediation, which will be held in Dallas, Texas. The parties covenant that they will participate in the mediation in good faith. Each party will be responsible for its own costs and expenses. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any JAMS employees, are considered confidential, privileged, and inadmissible for any purpose in any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

**13.12** This Agreement will be governed by and construed under the laws of the State of California. The parties agree that the venue for any dispute with respect to this Agreement shall be in a state or federal court in Riverside, California, provided, however, any action in the nature of injunctive or other equitable relief may be brought by either party in any court having jurisdiction.

**13.13** Client and each Licensed Facility shall comply with the provisions set forth in this Agreement and the respective Attachment.

*Signatures appear on the following page.*

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, having been duly authorized, execute this Master Agreement on the dates indicated:

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER:**

*Marion Ashley*  
Signature **MARION ASHLEY**

**CHAIRMAN, BOARD OF SUPERVISORS**

Printed Name and Title

**MAR 24 2015**

Date

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis* **3/18/15**  
NEAL R. KIPNIS DATE

**MIDASPLUS, INC.:**

*Justin Lanning*  
Justin Lanning  
Managing Director

**March 18, 2015**

Date

ATTEST:  
KECIA HARPER-IHEM, Clerk  
BY: *Kecia Harper-Ihem*  
DEPUTY

**EXHIBIT A**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**  
**ADDENDUM TO CONTRACT**  
**BETWEEN THE COUNTY OF RIVERSIDE AND MIDASPLUS, INC.**

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Master Agreement (the "Underlying Agreement") between the County of Riverside ("County" or "Covered Entity") and MidasPlus, Inc. ("Contractor" or "Business Association") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the 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 created by or 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 of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or 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, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

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

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
      - (c) Whether the PHI was actually acquired or viewed; and
      - (d) The extent to which the risk to the PHI has been mitigated.
    - (2) Breach excludes:
      - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
      - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
      - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
  - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
  - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.



B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

- (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
- (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
  - (a) The disclosure is required by law; or,
  - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
    - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
    - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
- (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County;
- (4) De-identify 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;
- (5) Use or disclose PHI for data analysis, data maintenance and storage; and
- (6) To the extent that Business Associate is tasked with carrying out any of Covered Entity's obligations under the Privacy Rule at Covered Entity's request, with Business Associate's written consent when not otherwise imposed upon Business Associate by HIPAA, Business Associate shall comply with the requirements applicable to the obligation in the performance of any such obligations.

C. Notwithstanding the foregoing, in any instance where state and/or federal laws and/or regulations, applicable to the respective party, are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting 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. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or 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 to 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 agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to 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 Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, 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.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule. Upon County's request, any documents Contractor provides to the Secretary may also be provided to County.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical, and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

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

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) business days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
  - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
  - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
  - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to at least as stringent restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including, but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
    - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
      - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall reasonably cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) business days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all direct costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than five (5)

business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Each party ("the Indemnifying Party") agrees to indemnify and hold harmless the other party, all relevant agencies, aistricts, special districts and departments of the party, their respective directors, officers, any board of supervisors, elected and appointed officials, employees, agents and representatives (collectively "the Indemnified Party") from any third party liability for:(1) property damage, bodily injury, death, or (2) any unauthorized disclosure or us of PHI (collectively "the Claims"). The Indemnifying Party shall defend the Claims at its sole expense, including all costs and fees, including but not limited to reasonable attorney fees, cost of investigation, defense and settlements or awards, of the Indemnified Party in
- B. With respect to any Claim, the Indemnifying Party shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of the Indemnified Party, 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 the Indemnifying Party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Indemnifying Party's indemnification to the Indemnified Party as set forth herein. The Indemnifying Party's obligation to defend, indemnify and hold harmless the Indemnified Party shall be subject to the Indemnified Party having given the Indemnifying Party 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 the Indemnifying Party's expense, for the defense or settlement thereof. The Indemnifying Party's obligation hereunder shall be satisfied when the Indemnifying Party has provided to the Indemnified Party the appropriate form of dismissal relieving the Indemnified Party from any liability for the action or claim involved.
- C. Notwithstanding Sections A and B, in the event either party is negligent, that negligent party will be responsible for paying their proportionate share of damages, subject to the general limitation of liability provisions of the Underlying Agreement.
- D. 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 County herein from third party claims arising from issues of this Addendum.
- E. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782, to the extent applicable to Contractor. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law, to the extent applicable to Contractor.
- F. 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.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County,

is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement. Each breaching party shall be allowed the opportunity to cure the breach upon written notice to the breaching party describing the breach. If the breaching party fails to cure the breach within a reasonable period of time from written notice from the non-breaching party:

- (1) The non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (2) If termination of the Underlying Agreement is not feasible, the breaching party upon the reasonable request of the non-breaching party, shall implement, at its own expense, a commercially viable plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the 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 are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) 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 that 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.

12. **General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **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 HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.



D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule, and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**

(1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA, and HITECH.

(2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA, and HITECH generally.

G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager  
County HIPAA Privacy Officer Address: P.O. Box 1569, Riverside, CA 92502  
County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Addendum.

**MidasPlus, Inc.**

BY: 

NAME: Justin Lanning

TITLE: Managing Director

DATE: March 18, 2015

**County of Riverside**


BY: 

NAME: MARION ASHLEY

TITLE: CHAIRMAN, BOARD OF SUPERVISORS

DATE: MAR 24 2015

FORM APPROVED COUNTY COUNSEL

BY:  DATE: 3/18/15

NEAL R. KIPNIS

DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

**ATTACHMENT 1 TO THE MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**MIDAS+™ CARE MANAGEMENT SYSTEM AND MIDAS+ SEEKER PROVIDER  
INFORMATION MANAGEMENT SYSTEM AND RELATED  
IMPLEMENTATION SERVICES**

*This Attachment 1 includes the specific conditions applicable to the licensing of the Midas+ Care Management System and Midas+ Seeker Provider Information Management System (Midas+ Seeker) and the purchasing of implementation services related thereto.*

**[ATTACHMENT 1 EXECUTED CONTEMPORANEOUSLY  
WITH THIS MASTER AGREEMENT]**

**ATTACHMENT 2 TO THE MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**SOFTWARE MAINTENANCE SERVICES FOR MIDAS+™ CARE MANAGEMENT SYSTEM  
AND MIDAS+ SEEKER PROVIDER INFORMATION  
MANAGEMENT SYSTEM**

*This Attachment 2 includes the specific conditions for the provision of Software Maintenance Services by MidasPlus to Client for Midas+ Care Management and Midas+ Seeker Provider Information Management System (Midas+ Seeker System).*

**[ATTACHMENT 2 EXECUTED CONTEMPORANEOUSLY  
WITH THIS MASTER AGREEMENT]**

**ATTACHMENT 3 TO THE MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**MIDAS+™ DATAVISION SYSTEM AND RELATED SERVICES**

*This Attachment 3 includes the specific conditions applicable to the licensing and related services of the Midas+ DataVision System.*

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**ATTACHMENT 4 TO THE MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**MIDAS+™ COMPARATIVE PERFORMANCE MEASUREMENT SYSTEM (CPMS)  
AND RELATED SERVICES**

*This Attachment 4 includes the specific conditions applicable to the provision of the Comparative Performance Measurement System ("CPMS") by MidasPlus to Client.*

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**ATTACHMENT 5 TO THE MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**MIDAS+ STATIT PERFORMANCE INDICATOR & MANAGEMENT  
DASHBOARD AND/OR PHYSICIAN PROFILE AND REVIEW**

*This Attachment 5 includes the specific conditions for the provision of Midas+ Statit Performance Indicator & Management Dashboard ("Statit piMD") and Physician Profile and Review ("Statit PPR").*

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**ATTACHMENT 6 TO THE MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**MIDAS+ LIVE AGREEMENT**

*This Attachment 6 includes the specific conditions for the provision of the Midas+ Live Agreement.*

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**ATTACHMENT 7 TO THE MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**MIDAS+ COMPLY® SYSTEM AND RELATED SERVICES**

*This Attachment 7 includes the specific conditions applicable to the licensing and related services of the Midas+ Comply System.*

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**ATTACHMENT 1 TO THE MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**MIDAS+™ CARE MANAGEMENT SYSTEM AND MIDAS+ SEEKER PROVIDER  
INFORMATION MANAGEMENT SYSTEM AND RELATED IMPLEMENTATION  
SERVICES**

*This Attachment 1 includes the specific conditions applicable to the licensing of the Midas+ Care Management System and Midas+ Seeker Provider Information Management System (Midas+ Seeker) and the purchasing of implementation services related thereto.*

**ARTICLE I  
DEFINITIONS**

- 1.1** Capitalized terms used herein and not otherwise defined in this Attachment or the Master Agreement shall have the following meanings:

**Acceptance Period** means the period of time for each **Licensed Facility** beginning on the date of **Live Operation** of the **System** and ending thirty (30) days thereafter.

**Ancillary Interface** means any of Client's Surgery, Blood Bank, OB/Neonatal, Focus, and/or Pharmacy information systems specified in Exhibit A as requiring an interface to the System.

**Attachment** means this Attachment 1 to the **Master Agreement**, including all Exhibits attached hereto or incorporated herein by reference, as it may be amended in writing from time to time by the respective officer of each party.

**Database Management System** means the InterSystems Cache software as set forth in Exhibit A.

**Effective Date** of this **Attachment** means the date this **Attachment** is signed by the party last executing it as set forth below.

**Extended Acceptance Period** means the fifteen (15) day period beginning at the end of the **Acceptance Period** or the **Extended Acceptance Period**, as the case may be.

**Final Acceptance** means the expiration of either the **Acceptance Period** or the **Extended Acceptance Period**.

**HIS Interface** means an electronic transfer of certain patient-related information. The data includes: Registration, ADT, Medical Record, and Financial Abstract. The HIS must provide the Midas+™ Care Management Application with a flat ASCII text file, which may be either in a fixed or variable length, including HL7 record format. The transfer can be accomplished in either a batch or real-time mode, including transfer from an interface engine. This interface also provides the capability to load and continually update the physician, employee, ICD-9, CPT-4, payer, and DRG dictionaries.

**Integrated Delivery Network** or "IDN" means a **Licensed Facility's** clinics, surgery centers, urgent care centers, and similar outpatient facilities.

**License** means the right to use the **System** within the parameters specified in this **Attachment** and any and all addenda thereto.

**License Fee** means the amount charged for each **Licensed Facility** for the **Software**.

**Licensed Facility** will mean each **Authorized Client** listed in Schedule A.

**Live Operation** means the time at which the **System** is available for use by the **Licensed Facility** in a production, rather than a test, mode at each **Licensed Facility**.

**Major Subsystem** means either Case Management System, Quality Management System, or Risk Management System software functionality as more specifically described in Exhibit E.

**Master Agreement** means the Master Agreement to which this Attachment relates.

**Midas+ Care Management System** means the software functionality more specifically described in Exhibit E, which may, as further described in Exhibit E, be limited to mean only one or two of the Major Subsystems. If the **Midas+ Care Management System**, or a specifically referenced Major Subsystem, is not listed in Exhibit A, the **Licensed Facility** has elected not to license the **Midas+ Care Management System**.

**Midas+ Seeker Provider Information Management** or **Midas+ Seeker System** means the software functionality more specifically described in Exhibit E. If the **Midas+ Seeker System** is not listed in Exhibit A, the **Licensed Facility** has elected not to license the **Midas+ Seeker System**.

**Nonconformity** means a failure of the **System** to conform to a warranty specified in Paragraph 3.1 of this Attachment.

**Patient** means an individual whose name or other identifying attribute is recorded in the System's central patient file.

**Project Plan** means the schedule and assignment of responsibility for tasks for the implementation of the **System** at each **Licensed Facility**. A sample Project Plan for **System** is attached as Exhibit D.

**Software** means the **Midas+ Care Management System** and/or the **Midas+ Seeker System**, the constituent modules of which are identified in Exhibit E.

**Software Maintenance Attachment** means that document executed by Client and MidasPlus, which provides the rights and obligations of the parties with respect to the provision of **Software** maintenance services by MidasPlus to each **Licensed Facility**.

**Source Code** means a full source language statement, in a form suitable for reproduction by computer and/or photocopy equipment, of the programs comprising the **Software**.

**Statit piMD Express** is that certain component of the **Midas+ Care Management System** with the features and functionality more specifically described in Schedule E of each **Attachment** that supports the **Midas+ Care Management System** as the single data source.

**System** means the integrated unit consisting of the **Software**, the **Interface(s)**, the **Database Management System**, and the **Documentation**.

**Third-Party Products** means any software MidasPlus provides access to through the **System**, other than the **Database Management System** and that belongs to a party other than MidasPlus. Such **Third Party Products** are identified in Exhibit A.

**Training and Implementation** means the training and implementation services provided by MidasPlus to a **Licensed Facility** as set forth in Exhibit D.

**Warranty Period** means the period of time beginning on the date of **Live Operation** at each **Licensed Facility** site and ending ninety (90) days thereafter.

## **ARTICLE II TERMS OF LICENSE**

- 2.1 Client may obtain a license for a Licensed Facility for the use of the Midas+ Care Management System or the Midas+ Seeker System by executing this Attachment. Each Licensed Facility's use of the System is subject to the terms of this Attachment. MidasPlus hereby grants to Client a perpetual, nontransferable, nonexclusive license to use the Software for each Licensed Facility.
- 2.2 MidasPlus grants to Client a temporary, nontransferable, nonexclusive license to use Statit piMD Express for each Licensed Facility at no additional license fee for so long as the Software Maintenance Fees are paid for the Initial Term and each renewal term.
- 2.3 Source Code for all Software is installed with the System. MidasPlus will install Source Code for all enhancements, improvements, and replacements of or to the Software. Source Code may not be modified or used in any manner during the period that MidasPlus offers Software Maintenance. If MidasPlus ceases offering or is unable to provide Software Maintenance, Client may access the Source Code for the sole purpose of continuing to support the Software provided that Client observes all provisions of this Attachment relating to preserving the confidentiality of MidasPlus' Proprietary Information.
- 2.4 MidasPlus will license the System and provide the services at the prices set forth in Exhibit A.

## **ARTICLE III WARRANTIES & DISCLAIMER**

- 3.1 During the Warranty Period at a Licensed Facility, MidasPlus will correct any Nonconformity by performing Software Maintenance at no charge to the relevant Licensed Facility.

## **ARTICLE IV HARDWARE**

- 4.1 Client will provide the hardware required to operate the System at each Licensed Facility. The recommended hardware environment will be described in Exhibit C. Each Licensed Facility will prepare its installation site prior to hardware delivery, and will install and connect all cabling and hardware, including computer terminals. Client will be responsible for the cost and all other aspects of the maintenance and repair of the hardware at each Licensed Facility site.

**ARTICLE V  
SYSTEM TRAINING AND IMPLEMENTATION**

- 5.1 Unless otherwise set forth in this Attachment, MidasPlus will assist in implementing the System for each Licensed Facility, respectively, in its environment and in training its authorized employees on the use of the System. The Training and Implementation services provided by MidasPlus will be as set forth in Exhibit D for the fees set forth in Exhibit A.
- 5.2 System Training and Implementation for the specified number of employees is defined in Exhibit D.
- 5.3 The training facility utilized at a Licensed Facility must be configured with access to the Midas+ training database, a workstation for each trainee as well as for the trainer, a printer accessible by all workstations, a data display unit, a projection screen, and a white board/flip chart. All hardware and equipment must be tested and fully operational at least two days before training begins.

**ARTICLE VI  
ACCEPTANCE PROCESS**

- 6.1 Each Licensed Facility will evaluate the System during the Acceptance Period. If the Licensed Facility discovers a Nonconformity, the Licensed Facility will notify MidasPlus, who will promptly correct it and notify the Licensed Facility when the correction has been made.
- 6.2 In the event that a Nonconformity exists at the end of the Acceptance Period, the Licensed Facility will notify MidasPlus, and an Extended Acceptance Period will begin. MidasPlus will promptly correct the Nonconformity and notify the Licensed Facility when the correction has been made.
- 6.3 In the event that MidasPlus has not corrected any Nonconformity at the end of the Extended Acceptance Period, the Licensed Facility may either: (i) request again that MidasPlus correct the Nonconformity, whereupon MidasPlus will promptly attempt to do so; or (ii) terminate this Attachment in the manner specified in Article IX of the Master Agreement.
- 6.4 Final Acceptance will occur: (i) if during the Acceptance Period or any Extended Acceptance Period the Licensed Facility notifies MidasPlus of its acceptance of the System, or (ii) if the Licensed Facility does not notify MidasPlus of any Nonconformity at the end of the Acceptance Period or at the end of any Extended Acceptance Period in the event a Nonconformity has been previously reported and corrected.

**ARTICLE VII  
GENERAL PROVISIONS**

- 7.1 The Master Agreement and each and every Exhibit and Schedule is incorporated herein by reference in its entirety, the same as though fully set forth at length herein. Exhibits attached to this Attachment are exclusive with respect to Client and to the respective Licensed Facility.
- 7.2 In the event of a conflict or ambiguity between specific conditions of this Attachment and the Master Agreement, the specific conditions of this Attachment will control.

*Signatures appear on the following page.*

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, having been duly authorized, execute this Midas+ Care Management and Midas+ Seeker Attachment on the dates indicated:

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER:**

Marion Ashley  
Signature **MARION ASHLEY**  
**CHAIRMAN, BOARD OF SUPERVISORS**

Printed Name and Title  
**MAR 24 2015**

Date

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis 3/24/15  
NEAL R. KIPNIS DATE

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: Kecia Harper-Ihem  
DEPUTY

**MIDASPLUS, INC.:**

Justin Lanning  
Justin Lanning  
Managing Director

March 18, 2015  
Date

**SCHEDULE A  
LIST OF LICENSED FACILITIES AND EXHIBITS  
FOR ATTACHMENT 1:  
MIDAS+ CASE MANAGEMENT**

**Licensed Facility**

Riverside County Regional Medical Center  
26520 Cactus Avenue  
Moreno Valley, California 92555  
*(including Inpatient Treatment Facility)*

(MidasPlus Client Code: **RCRM**)

**Exhibits**

Exhibit A—Software Products and Services  
Exhibit B—Payment Schedule  
Exhibit C—System Requirements  
Exhibit D—Implementation Services  
Exhibit D-1—Midas+ Care Management System Sample Project Plan  
Exhibit D-2—Training and Implementation  
Exhibit E—Software Functionality

**EXHIBIT A  
SOFTWARE PRODUCTS AND SERVICES**

<u>Products and Services</u>	<u>One-Time Fees</u>	<u>Annual Maintenance Amount</u>
<b><u>SOFTWARE:</u></b>		
Midas+ Case Management System License for: <i>Riverside County Regional Medical Center, including Inpatient Treatment Facility</i>	\$81,250.00	\$14,625.00
Statit piMD Express <sup>1</sup> for: <i>Riverside County Regional Medical Center, including Inpatient Treatment Facility</i>	N/C	N/C
Midas+ Integrated Delivery Network License	<u>\$24,375.00</u>	<u>\$4,388.00</u>
<b>Total Software Fees:</b>	<b>\$105,625.00</b>	<b>\$19,013.00</b>
<b><u>INTERFACES:</u></b>		
Interface from HIS to Midas+	\$15,000.00	\$2,700.00
Link to Utilization Review Criteria <sup>2</sup> (InterQual's CareEnhance Review Manager Enterprise)	<u>N/A</u>	<u>3,000.00</u>
<b>Total Interface Fees:</b>	<b>\$15,000.00</b>	<b>\$5,700.00</b>
<b><u>DATABASE MANAGEMENT SYSTEM:</u></b>		
InterSystems Cache® 32-Concurrent Connections	\$20,128.00	\$4,428.00
<b><u>TRAINING AND IMPLEMENTATION:</u><sup>3</sup></b>		
Midas+ Case Management Training and Implementation	\$24,375.00	N/A
<b>TOTAL FEES:</b>	<b><u>\$165,128.00</u></b>	<b><u>\$29,141.00</u></b>

<sup>1</sup> Client may elect to upgrade to an unlimited license version of Midas+ Statit piMD at any time by entering into a separate license agreement. Should such election occur within one (1) year of the Live Operation date of the Midas+ Care Management System, Client will receive a \$10,000 credit toward the first year's annual subscription license fee for Midas+ Statit piMD.

<sup>2</sup> Licensed Facility's use of the InterQual Criteria is governed under the terms and conditions of a license agreement between Licensed Facility and InterQual, Inc.

<sup>3</sup> Travel expenses are not included.

**EXHIBIT B  
PAYMENT SCHEDULE**

Payment 1	Twenty-Five Percent (25%) of Total Software Fees invoiced on the Effective Date of this Agreement.	\$26,406.25
Payment 2	One Hundred Percent (100%) of Total Database Management System Fees invoiced upon Configuration and Installation (as set forth in Exhibit D) of the System.	\$20,128.00
Payment 3	Forty Percent (40%) of Total Software Fees; Fifty Percent (50%) of Total Training and Implementation Fees; and One Hundred Percent (100%) of Total HIS Interface Fees invoiced at the completion of Training and Project Planning at the MidasPlus facility in Tucson, Arizona.	\$69,437.50
Payment 4	Twenty Percent (20%) of Total Software Fees and Fifty Percent (50%) of Total Training and Implementation Fees invoiced at the earlier to occur of the following: (i) Live Operation; or (ii) 60 days after the date of Payment 3.	\$33,312.50
Payment 5	Fifteen Percent (15%) of Total Software Fees invoiced at the earlier to occur of the following: (i) Final Acceptance; or (ii) 60 days after the date of Payment 4.	\$15,843.75
<b>TOTAL</b>		<b><u>\$165,128.00</u></b>



## **EXHIBIT C SYSTEM REQUIREMENTS**

Midas+ is a Microsoft.NET application that runs in a client hosted configuration within your corporate intranet. The product leverages both Windows and browser user interfaces. A Windows-based server is required for the Midas+ System. Options for high availability and testing are available if desired.

### **Network Topology and Protocols**

Network topologies capable of passing TCP/IP will support the Midas+ product. Midas+ requires TCP/IP protocol for communications between the client and server. Wide Area Networks (WAN) are supported with Midas+. Adequate bandwidth must be provided based on desired usage and performance. Midas+ supports the use of Citrix Systems products for thin client access.

### **Midas+ Database Server**

One (1) virtual or physical Windows-based Database Server is required. The appropriate level of Microsoft Windows 2008R2 or 2012 Server with IIS Web Server is required. MidasPlus recommends that the Database Server also function as the Web Server for the Midas+ System. No separate Web Server is required. All Midas+ data, including before and after image journal files, will be stored on a SAN or local disk arrays. See following grid for server sizing detail.

<b>Midas+ Database Server Specifications</b>	
<b>Processor</b>	Physical Server: Dual quad-core Intel or faster Virtual Server: 4 virtual processors
<b>Memory</b>	24 GB <i>(see note 1)</i>
<b>Hard Drive Configuration</b>	400 GB Disk Space – local array or SAN <i>(see note 2)</i>
<b>Disk Controller</b>	Local RAID Controller HBA Fiber or iSCSI connectivity to SAN <i>(see note 2)</i> Other appropriate controllers as needed
<b>Internet Connectivity</b>	Required <i>(see note 3)</i>
<b>Backup Device</b>	Network backup solution capable of backing up allocated hard drive space. Midas+ Server can integrate with Network Backup Solutions.
<b>Operating System</b>	Windows 2008 R2 or 2012 Server (appropriate level), 64 - bit Web Server (IIS)
<b>Database Management System</b>	InterSystems Caché 2014
<b>Other Software</b>	.NET Framework 2.0 Microsoft® Internet Explorer 8, 9 or 10 Microsoft® Office 2007, 2010, or 2013 (required for support) Java version 6 update 22 (required for Midas+ Seeker)
<b>Web Access</b> <i>(see note 3)</i>	Connectivity to <a href="https://www.midasplus.com/clients_only">https://www.midasplus.com/clients_only</a>
<b>Table Notes</b>	<ol style="list-style-type: none"> <li>1. <i>Minimum recommendations are specified here. More allotted memory will support faster processing time.</i></li> <li>2. <i>Disk performance is critical to the Midas+ Database Server. It is recommended that the highest level of I/O be provided. This can vary by SAN vendor and SAN design. Midas+ has seen excellent performance when being provided LUNs which span multiple disk trays and contain high numbers of spindles. Dedicated spindles are ideal but not always feasible. We would expect discussion surrounding your organization's preferred configuration. Several factors come into play to accurately estimate necessary disk storage needs including plans for document attachment within the System and interface transaction volume tied to retention of the raw records.</i></li> <li>3. <i>When utilizing Midas+ DataVision or Midas+ CPMS it is necessary to have connectivity to the Midas+ Clients Only Web site from the Midas+ Server.</i></li> </ol>

## Optional Midas+ Test Server Environment

If desired, a separate Windows-based Midas+ Test Server will be configured for testing purposes. Midas+ provides a test area on the production database server for testing if a separate environment is not provided. See following grid for sizing. Virtual Servers are recommended for test environments. Additional InterSystems Caché DBMS licensing fees are required to support this environment.

Midas+ Test Server Specifications	
<b>Processor</b>	2 Virtual Processors
<b>Memory</b>	16 GB
<b>CD ROM</b>	Required
<b>Hard Drive Configuration</b>	<ul style="list-style-type: none"> <li>• 200GB Data Space Required (<i>see note 1</i>)</li> <li>• RAID Array or SAN (<i>see note 2</i>)</li> </ul>
<b>Disk Controller</b>	Appropriate controllers as needed
<b>Network Connectivity</b>	Required
<b>Backup Device</b>	Network backup device capable of backing up allocated hard drive space.
<b>Operating System</b>	Windows 2008R2 or 2012 Server (appropriate level), 64 - bit Web Server (IIS)
<b>Database Management System</b>	InterSystems Caché 2014
<b>Other Software</b>	.NET Framework 2.0 Microsoft® Internet Explorer 8, 9, or 10 Microsoft® Office 2007, 2010, or 2013 (required for support) Java version 6 update 22 (required for Midas+ Seeker)
<b>Web Access</b>	Connectivity to <a href="https://www.midasplus.com/clients_only">https://www.midasplus.com/clients_only</a>
<b>Table Notes</b>	<ol style="list-style-type: none"> <li>1. Typically the separate Midas+ Test Server consumes less space. Adequate space will need to be provided to house a copy of the production database.</li> <li>2. Disk performance is critical to the Midas+ Database Server. It is recommended that the highest level of I/O be provided. This can vary by SAN vendor and SAN design. Midas+ has seen excellent performance when being provided LUNs which span multiple disk trays and contain high numbers of spindles. Dedicated spindles are ideal but not always feasible. We would expect discussion surrounding your organization's preferred configuration. Several factors come into play to accurately estimate necessary disk storage needs including plans for document attachment within the System and interface transaction volume tied to retention of the raw records.</li> </ol>

## Midas+ Client Workstations

<b>Midas+ Workstation Specifications</b>	
<b>Processor</b>	Intel Pentium 4 or faster
<b>Minimum Recommended Memory</b>	4GB RAM
<b>Operating System</b>	Windows 7 Professional or Windows 8
<b>Hardware Drives</b>	Midas+ will need approximately 65MB of local disk space per database accessed. If local profiles are used on systems that support multiple users, each user would require 65MB of local disk space per database accessed. Sites that generate a large volume of letters (1,000 or more at a time) should have at least 100MB of additional disk space.
<b>Network Connectivity</b>	Required
<b>Other Software</b>	Microsoft.NET Framework 2.0 Microsoft® Office 2007, 2010, or 2013 Microsoft Internet Explorer 8, 9, or 10 Adobe Reader
<b>SQL Reporting</b>	Midas+ includes an ad hoc reporting tool, ReporTrack. ODBC compliant reporting tools like Crystal Reports are not required but may be desired.

## Remote Connectivity

A mutually agreed upon VPN solution that allows TCP/IP access from MidasPlus offices to the Midas+ servers is required for remote support. Midas+ requires the following capabilities once TCP/IP connectivity is established: Telnet access to the Midas+ servers, remote control of the Midas+ servers, and a secure/encrypted method for transferring files between the Midas+ servers and MidasPlus offices. The following remote control methods are supported by Midas+: PCAnywhere, Remote Administrator, and Microsoft Remote Desktop. A single vendor account for Midas+ personnel to remotely access the Midas+ server to perform Implementation, Training, and Software Maintenance Services is required.

**EXHIBIT D**  
**IMPLEMENTATION SERVICES**

Within two (2) weeks after execution of this Agreement, the Licensed Facility will appoint a System Manager/Project Manager to be the primary contact person with MidasPlus who will represent all licensed facilities under this Attachment. Within four (4) weeks after the execution of this Agreement, MidasPlus will conduct a readiness evaluation with the identified System Manager/Project Manager to determine formal project kick-off date (Project Commencement). The Licensed Facility will provide hardware readiness dates, interface feed(s) availability and project resource commitments to MidasPlus.

Once the project officially commences the mutual teams will prepare a Scope of Work document outlining modules, products, interfaces to be included and major timelines (beginning and ending dates). The Scope of Work document will be the foundation used to build the detailed and mutually agreed upon Project Plan including identified tasks, assignment of responsibility and timeframes for completion. Implementation services occur during the defined time period outlined in the final Project Plan (Project Duration). For the System licensed herein, implementation fees identified in Exhibit A provide MidasPlus resources up to and including ten (10) months post Project Commencement Date for Care Management and three (3) months post Project Commencement Date for Seeker (if licensed) unless otherwise agreed to by the parties. If this System is licensed concurrently with other Systems as referenced in other Attachments, all MidasPlus systems, products and services described in the respective Attachments will be implemented under a single Scope of Work document and a single Project Plan.

**EXHIBIT D-1  
MIDAS+ CARE MANAGEMENT SYSTEM  
SAMPLE PROJECT PLAN**

*The MidasPlus Project Manager will work with the Participating Client to develop a customized, detailed Project Plan. Estimated Project Plan completion dates will not be specified until completion of the Project Plan taking into account the Scope of Work document. If the Participating Client is implementing more than one MidasPlus product, some of the tasks listed here are repeated in each sample Project Plan although they only occur once. Other licensed MidasPlus products being concurrently implemented will result in a single Project Plan merging all project implementation tasks. Following is a sample, generic Project Plan highlighting the major implementation tasks:*

<b>Task Name</b>	<b>Responsibility</b>
<b>Pre-Implementation</b>	
Readiness Assessment <ul style="list-style-type: none"> <li>• Hardware readiness</li> <li>• Interface feed availability</li> <li>• Environment</li> <li>• System connectivity and software installation</li> </ul>	MidasPlus/Client
Resource variables/commitment <ul style="list-style-type: none"> <li>• Site Team Identified: System Owner, System Manager, Network Administrator/Hardware, Interface, Functional Area representation</li> <li>• MidasPlus Team Identified</li> </ul>	MidasPlus/Client
<b>Project Initiation</b>	
Team Kick-off	MidasPlus/Client
Scope of Work discussions and finalization	MidasPlus/Client
Workflow discussions/assessment	MidasPlus/Client
Configure and test printers, email, and backup method	MidasPlus/Client
Technical Process Review to discuss integration specifications*	MidasPlus/Client
Project Plan discussion and finalization	MidasPlus/Client
<b>Training, Interface, and System Design</b>	
System Access and Conventions Computer-Based Training (CBT)*	Client
Training/Project Planning Session for core team*	MidasPlus/Client
Provide final interface specifications, dictionary/table files, and test data	Client
Develop interfaces and other additional points of integration	MidasPlus/Client
<b>System Build</b>	
Prepare client workstations	Client
Define workflow processes with Midas+ System	MidasPlus/Client
Begin interface testing	MidasPlus/Client

\* Represents formal training activity and/or onsite visit detailed in Exhibit D-2.



<b>Task Name</b>	<b>Responsibility</b>
Review module dictionaries and update	Client
Define security levels for all users	Client
Finalize interface testing/clear interface for live (ADT/DAB/FIN)	MidasPlus/Client
Continue testing ancillary interfaces (if applicable)	MidasPlus/Client
Workflow and built system review*	MidasPlus/Client
Review/create any critical "Live Operation" reports	MidasPlus/Client
Test system usage	Client
Perform system stress test	Client
Finalize ancillary interface testing/clear for live (if applicable)	MidasPlus/Client
<b>Pre-Live/Live Activities</b>	
Training room configuration	Client
Review of System Manager functions/System Manager training*	MidasPlus/Client
Prepare database (scrub)	MidasPlus/Client
Core User Training*	MidasPlus/Client
Live Operation	Client
<b>Post-Live Activities</b>	MidasPlus
Transition to Support	MidasPlus
Rollout additional modules as defined in Scope of Work and Project Plan	MidasPlus/Client
Report Training*	MidasPlus/Client
Beyond the Basics Report Training*	MidasPlus/Client
System Usage and Evaluation feedback*	MidasPlus/Client
Register for continuing education (Web courses)	Client
Transition to Solutions Consultant	MidasPlus
Post-live Assessment*	MidasPlus/Client

\* Represents formal training activity and/or onsite visit detailed in Exhibit D-2.

**EXHIBIT D-2  
TRAINING AND IMPLEMENTATION**

Each of the parties to this Attachment agrees to perform the tasks assigned to it in the final Implementation Schedule agreed upon by the parties, at the times specified therein.

<b>EVENT</b>	<b>DESCRIPTION</b>	<b>DAYS</b>	<b>LOCATION</b>	<b>ATTENDEES</b>
Technical Process Review	Session to review interface specifications and to discuss the technical build (server, software requirements, interface dictionaries, backup).	.50-1	Virtual or User Facility	Varies
System Access and Conventions	Self-paced web computer-based training (CBT) courses to introduce System Access and Conventions. Completing these courses is a prerequisite to attending the Training/Project Planning session.	.25	Virtual (CBT)	Varies
Training/Project Planning	Training/Project Planning session for system decision makers and core project team. Session includes system overview and major subsystem training with an emphasis on planning the system build and implementation. System setup decisions are introduced. Draft of the Project Plan is reviewed and a timeline for the rollout of modules is established.	5 <sup>4</sup>	MidasPlus Facility Tucson, Arizona	Up to 6 <sup>5</sup>
Workflow Refinement/System Build	Onsite visit to review workflow process and system expectations with each major functional area. System build activities will commence during this visit. The server must be installed and configured and core users must have connectivity prior to this visit. Typically this occurs after the Training/Project Planning session.	2-4 <sup>4</sup>	User Facility	Varies
System Manager Training	Web session designed to educate system managers on tools to manage daily activities.	.25	Virtual (Web)	Varies

<sup>4</sup> Number of days will be dependent on scope of project (e.g., Multi-hospital sites and/or Health Plans as well as multiple ancillary interfaces may require additional days to be determined by the Midas+ Project Team).

<sup>5</sup> A maximum of two additional attendees may attend this training at a fee of \$800 each.



EVENT	DESCRIPTION	DAYS	LOCATION	ATTENDEES
Core User Training	Onsite training to educate core end-users on how system will be used in their environment. The expectation is that the ADT/DAB interface has been fully tested and is stable prior to this visit. First production use (go-live) should immediately follow this training.	3	User Facility	12-15 per Session
SmarTrack™/ Basic ReporTrack™ Training	Onsite training to educate core report builders on reporting tools. Typically this occurs 1-2 months post- live.	2	User Facility	Up to 4 <sup>6</sup>
Beyond the Basics SmarTrack and ReporTrack	Web courses designed to augment the hands-on report training. More advanced features of reporting are introduced. All report writers are encouraged to register for this course 2-3 months after completing the basic reporting class.	.50	Virtual (Web)	Varies
System Usage and Evaluation	Onsite visit to review system usage and effectiveness. Typically occurs 2-3 months post-live.	1-2 <sup>4</sup>	Virtual or User Facility	Varies
Post-Live Assessment	Onsite visit to assess system usage and establish ongoing relationship. Typically occurs 9-12 months post-live.	1-2 <sup>4</sup>	User Facility	Varies

<sup>6</sup> A maximum of two additional attendees may attend this training at a fee of \$500 each.

**EXHIBIT E  
SOFTWARE FUNCTIONALITY**

The Midas+ Case Management System to be delivered to the Licensed Facility will contain the software functionality listed below.

<b>SUBSYSTEM</b>	<b>MODULE</b>	<b>FUNCTIONALITY</b>
<b>Registration</b>	Authorization	Authorize services across the integrated delivery network.
	Medical History	Capture patient data on pre-existing conditions, allergies, immunizations, medications, and current medical problem list.
	Member Relations	Capture data in a standard managed care patient satisfaction survey.
	Problem List	Use data captured in medical history and coded diagnoses and procedures interfaced to Midas+ to create lists of major and minor clinical problems; remove problems from the list when they are resolved.
	Registration/Eligibility	Capture patient demographic data; e.g., date of birth, sex, and payer.
<b>Encounter</b>	Discharge Entry	Capture discharge diagnosis/procedure/charges/costs.
	Emergency Room	Capture Emergency Visit data.
	Encounter Entry	Capture visit data including demographic data; e.g., date of encounter, facility, and provider.
	Merge	Combine two patients/encounters.
<b>Community Case Management</b>	Case Management Assessment	Create multiple, user-defined care assessments to estimate patient status.
	Case Management Encounter Update	Link Encounters to Case Management Episodes.
	Case Management Episode	Manage patient care over the continuum of care in a variety of case management models; print a Midas+ Care Plan, which includes assessments, problems, goals, outcomes, interventions, and referrals pertaining to a specific case management episode.
	Case Management Problem List	From the assessments, produce a patient problem list with customized goals and outcomes
	Case Management Interventions/Referrals	Capture referrals, intervention detail, and required follow-up including care planning, future follow-up, and referrals. Follow-up tasks are managed by

SUBSYSTEM	MODULE	FUNCTIONALITY
		the SmarTrack Worklist.
<b>Hospital Case Management</b>	Avoidable/Denied Days	Monitor avoidable days and their attribution and cause. Track denials and the appeal process and monitor their financial impact on the institution.
	Certification	Manage certification process by payer and track daily certification expirations.
	Concurrent Review	Monitor the appropriateness of admission, track continued stay reviews, refer to physician advisor, and document disposition.
	Discharge Planning	Document discharge planning assessment information.
	Support Services	Manage and track referrals to post-discharge care providers.
<b>Focus Studies</b>	Extended Screen Definition	Define custom data fields for all modules as an Extended Screen.
	Focus Study--Encounter	Define and monitor custom data fields and indicators for specific user-defined focus studies at the Encounter Level.
	Focus Study--Patient	Define and monitor custom data fields and indicators for specific user-defined focus studies at the Patient/ Registration Level.
	Focus Study-Process	Define and monitor custom data fields and indicators for specific user-defined focus studies based on internal processes.
<b>SmarTrack Worklist</b>	Rules Based Processing	Define custom rules that will populate worklists for specific users or populate focus studies for which a patient has qualified.
	SmarTrack Worklist	Worklist functionality populated by custom-defined rules, Case Management rules, follow-up dates, etc. Traverse from the worklist to screens for data collection or inquiry.
<b>Patient Explorer</b>	Patient Explorer	Access patient data in a graphical file folder display allowing navigation and review of ALL data entered on a patient.
<b>Reporting</b>	Graphs	Generate monthly, quarterly, semi-annual, and annual graphics for one or more indicators. Easily compare trends and generate Statistical Process Control (SPC) charts.
	Indicators	User-defined capability to tabulate and compute totals and rates for any combination of data elements. Indicators can be trended and profiles

SUBSYSTEM	MODULE	FUNCTIONALITY
		created for the entire hospital, a specific department, or a physician.
	ReporTrack	Access system-developed SQL report writer to quickly and easily design and run user-defined reports.
	Document Generation	Build any letter, worksheet, or report utilizing embedded MS Word functionality and ReporTrack features. Client defined documents can be linked to any function within the Midas+ Care Management System.
	Standard	Generate pre-defined system-wide reports including physician Profile and disease profile.
	Other User-defined Ad Hoc	Access to database structure and format for use with additional SQL-compliant report writers
<b>Data Integration</b>	Dictionary Table Master	Converts multiple terms into a standard term for each appropriate interface dictionary to provide consistency between multiple systems and/or multiple databases within a single system.
	Master Patient Index	Matches patients and assigns a hierarchical number. Identifies probable matches and provides functionality for manual review and matching.
<b>Training/Testing</b>	Midas+ developed Training	Specific area for training that includes the Midas+ System, Midas+ developed training dictionaries, and data.
	Site-developed Testing/Training	Specific area for formal testing/training that includes the Midas+ System. Provides capability to maintain site-specific dictionaries and client data throughout consecutive software updates.

The Midas+ Statit piMD Express System to be delivered to the Licensed Facility will contain the software functionality listed below.

<b>MIDAS+ STATIT PIMD EXPRESS APPLICATION SOFTWARE FUNCTIONALITY</b>	
	<b>FEATURES AND FUNCTIONS</b>
<b>Indicator Display</b>	<ul style="list-style-type: none"> <li>• Statistical Process Control (SPC) charts utilizing The Joint Commission rule set for unusual variation</li> <li>• Comparison output to help identify who is TRULY performing differently (department, facility, unit, etc.)</li> <li>• Trend chart, data, assessment/action plans from Process Expert</li> <li>• Ability to customize output, e.g. add logo, confidentiality statement, etc. to output</li> <li>• For each indicator, ability to add information pertaining to the measure, e.g. indicator definition, data source, cautions, etc. Also have ability to link to external documents or internet/intranet sites.</li> </ul>
<b>Dashboard/Scorecards</b>	<ul style="list-style-type: none"> <li>• Indication of SPC violation</li> <li>• Indication of performance against targets and alarms</li> <li>• Mixture of time periods in same dashboard/scorecard, e.g. monthly, quarterly, fiscal quarter, etc.</li> </ul>
<b>True Thin Client Application</b>	<ul style="list-style-type: none"> <li>• Web-based application; runs on your intranet</li> <li>• All end user needs is a web browser to access the application</li> </ul>
<b>Intranet Integration</b>	<ul style="list-style-type: none"> <li>• Publish live thumbnails to your intranet pages. When thumbnail is clicked on, indicator output is displayed without having to log in to application.</li> </ul>
<b>Role of Process Expert</b>	<ul style="list-style-type: none"> <li>• Interactively access and define action plans for measure for each period</li> <li>• Interactively define benchmarks, targets, and alarms for each period</li> <li>• Identify process changes and automatically communicate whether those changes had the desired impact</li> <li>• Automatic email notifications when new data is detected for their measures</li> </ul>
<b>My Indicators</b>	<ul style="list-style-type: none"> <li>• Each user can create their own Statit piMD “home page”</li> <li>• Individuals can monitor those indicators that are important to them</li> <li>• Configure automatic email notifications when new data arrives, process expert action, unusual variation in performance, etc.</li> </ul>
<b>Data Access</b>	<ul style="list-style-type: none"> <li>• Can access data from licensed Midas+ solutions</li> </ul>
<b>Secure Access</b>	<ul style="list-style-type: none"> <li>• Automatically integrate with single sign on (active directory) systems</li> <li>• Application runs on your intranet</li> <li>• Ability to control access by user and user role</li> <li>• Detailed usage tracking</li> </ul>

**ATTACHMENT 2 TO THE MASTER AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND MIDASPLUS, INC.**

**SOFTWARE MAINTENANCE SERVICES FOR MIDAS+™ CARE MANAGEMENT  
SYSTEM AND MIDAS+ SEEKER PROVIDER INFORMATION  
MANAGEMENT SYSTEM**

*This Attachment 2 includes the specific conditions for the provision of Software Maintenance Services by MidasPlus to Client for Midas+ Care Management and Midas+ Seeker Provider Information Management System (Midas+ Seeker System).*

1. Capitalized terms used herein and not otherwise defined in this Attachment or the Master Agreement shall have the following meanings:

**Attachment** means this Attachment 2 to the **Master Agreement**, including all Exhibits attached hereto or incorporated herein by reference, as it may be amended in writing from time to time by the respective officer of each party.

**Effective Date** of this **Attachment** means the date this **Attachment** is signed by the party last executing it as set forth below.

**Extended Support** means, during Extended Support Hours, an instance in which a Critical event has occurred.

**Extended Support Hours** are from 6:00 p.m. to 6:00 a.m., MST, Monday through Thursday, and from 6:00 p.m., MST, Friday, to 6:00 a.m., MST, Monday.

**Initial Term** of this Attachment will be one (1) year beginning on the first day after the end of the Warranty Period.

**Master Agreement** means the Agreement to which this Attachment relates.

**Renewal Term** means a twelve (12)-month period that immediately follows the **Initial Term** or another **Renewal Term** in which the parties agree to extend the term of this **Attachment**.

**Software Maintenance** means all of the following elements which are then applicable: (i) providing corrective maintenance in the form of modifications, enhancements, or functional changes to the Software in order to correct any failure of the software to operate substantially according to the Documentation; (ii) resolving System errors causing or caused by system malfunctions; and (iii) providing upgrades to the System which may be released by MidasPlus to improve System capabilities or functionality. Client understands that upgrades may not include functionality and/or major enhancements for which MidasPlus, in its sole discretion, charges separate fees.

**Software Maintenance Fee** means the annual amount specified in the Attachment that is to be paid by Client to MidasPlus for the provision by MidasPlus of Software Maintenance for the System to the Licensed Facility.

2. MidasPlus will provide Software Maintenance to a Licensed Facility pursuant to the execution of this Attachment, for the Software Maintenance Fees set forth therein, for the Initial Term and for each Renewal Term thereafter. Software Maintenance Fees will be paid by Client, in advance, without demand, set-off, or counterclaim. All reasonable travel-related expenses resulting from services requested or supplied under this Attachment shall also be paid by Client. In the event that Client notifies MidasPlus to increase the number of concurrent connections to the Database Management System of a Licensed Facility, license additional software, or secure additional services from MidasPlus or an additional Licensed Facility is licensed to use the System, the Software Maintenance Fee will be increased accordingly.
3. The System Manager for each Licensed Facility will be the primary contact person with MidasPlus and will monitor all System activities performed by both MidasPlus and Client.
4. MidasPlus warrants that it will provide Software Maintenance for the System for each Licensed Facility during the hours of 6:00 a.m. to 6:00 p.m., Mountain Standard Time, Monday through Friday, normal holidays excepted. Response to a request for Software Maintenance may be in person, via a telephone or e-mail conversation with Client or Licensed Facility, or by remote connectivity with the System. For purposes of establishing standard follow-up procedures with the Client or Licensed Facility, MidasPlus classifies each request for Software Maintenance based upon the following severity scale and will provide a correction or modification of the System as follows:

**Critical.** An instance in which the live production Midas+ transaction processor, interface processor, or server are operating or failing to operate in such a manner as to either preclude users from accessing the Software or preclude the Software from processing data; requires immediate attention from MidasPlus. MidasPlus shall: (i) provide an interim resolution as soon as possible using continuous efforts and providing progress reports every two (2) hours; and (ii) use best efforts to provide a final resolution within five (5) calendar days after notice.

**Urgent.** Module/screen failure preventing further use; requires same day attention from MidasPlus. MidasPlus shall: (i) use commercially reasonable efforts to provide an interim resolution within forty-eight (48) hours after notice; and (ii) use commercially reasonable efforts to provide a final resolution within thirty (30) calendar days after notice.

**Moderate.** A single problem or series of problems that do not prevent use of the System; requires MidasPlus' attention as mutually agreed by MidasPlus and Client and on a case-by-case basis. MidasPlus shall: (i) use commercially reasonable efforts to provide an interim resolution within thirty (30) calendar days after notice; and (ii) use commercially reasonable efforts to provide a final resolution in the next release of the System.

5. Client may elect to purchase Extended Support during Extended Support Hours for a Licensed Facility by selecting that option in Exhibit A.
6. In the event that Client elects to purchase Extended Support, Client agrees that it will have designated technical support staff with access to the Midas+ server continuously available during Extended Support Hours.
7. In the event that Client elects to purchase Extended Support, MidasPlus will respond to any request for Extended Support within one (1) hour after receipt of the call reporting the Critical event. This response may be in person, via a telephone or e-mail conversation with Licensed Facility, or by remote connectivity with the computer system. MidasPlus will continue to work on the Critical event until it is resolved.

8. The Initial Term or any Renewal Term shall automatically renew for a Renewal Term unless either party gives written notice of non-renewal at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. The fees for any such Renewal Term shall be governed by the provisions in Section 9.1 of the Master Agreement.
9. The Master Agreement and each and every Exhibit is incorporated herein by reference in its entirety, the same as though fully set forth at length herein. Exhibits attached to this Attachment are exclusive with respect to Client and to the respective Licensed Facility.
10. In the event of a conflict or ambiguity between specific conditions of this Attachment and the Master Agreement, the specific conditions of this Attachment will control.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, having been duly authorized, execute this Attachment on the dates indicated:

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER:**

Marion Ashley  
Signature

**MARION ASHLEY**  
**CHAIRMAN, BOARD OF SUPERVISORS**  
Printed Name and Title

MAR 24 2015  
Date

**MIDASPLUS, INC.:**

Justin Lanning  
Managing Director

March 18, 2015  
Date

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE 3/18/15  
NEAL R. KIPNIS

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: Kecia Harper-Ihem  
DEPUTY



**SCHEDULE A  
LIST OF LICENSED FACILITIES AND EXHIBITS  
FOR ATTACHMENT 2:  
SOFTWARE MAINTENANCE SERVICES FOR  
MIDAS+ CASE MANAGEMENT SYSTEM**

**Licensed Facility**

Riverside County Regional Medical Center  
26520 Cactus Avenue  
Moreno Valley, California 92555  
*(Including the Inpatient Treatment Facility)*

(MidasPlus Client Code: **RCRM**)

**Exhibits**

Exhibit A—Products and Services  
Exhibit B—Payment Terms

**EXHIBIT A  
PRODUCTS AND SERVICES**

<u>Products and Services</u>	<u>Annual Maintenance Amount</u>
<b>Midas+ Annual Software Maintenance Fees for:</b> <i>Riverside County Regional Medical Center, including Inpatient Treatment Facility</i> <i>(line item details are provided in Exhibit A of Attachment 1 to the Agreement)</i>	<b>\$29,141.00</b>
<b>Extended Support:</b>	<b>\$3,600.00</b>
___ Client elects to purchase Extended Support for Licensed Facility at this time.	
___ Client declines to purchase Extended Support for Licensed Facility at this time.	

**EXHIBIT B**  
**PAYMENT TERMS**

1. MidasPlus will provide Software Maintenance to the Licensed Facility named in this Attachment. For the Initial Term, the annual Software Maintenance fee for Software Maintenance performed by MidasPlus for the Licensed Facility is **Twenty-Nine Thousand One Hundred Forty-One Dollars (\$29,141.00)**. All reasonable travel-related expenses resulting from services requested or supplied under this Attachment will also be paid by Client.
  
2. If Client, per notation on Exhibit A, has elected to purchase Extended Support for the Licensed Facility during Extended Support hours, Client will pay an additional annual Extended Support Fee of **Three Thousand Six Hundred Dollars (\$3,600.00)**.