



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH  
SYSTEM MEDICAL CENTER GOVERNING BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Riverside  
University  
HEALTH SYSTEM  
Medical Center** ITEM  
15.1  
(ID # 10342)

**MEETING DATE:**

Tuesday, August 6, 2019

**FROM:** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of a Multi-year License Agreement with Optum360 LLC for Licenses for Six (6) Optum360 LLC Products Effective July 1, 2019 through June 30, 2024; 5 years, District: All. [Total Cost \$245,000; Annual Cost \$49,000; up to \$4,900 in additional compensation – 100% Hospital Enterprise Fund]

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

1. Approve a multi-year License Agreement for licenses for Enterprise ChargemasterExpert.com, Peer Comparison, California Medicaid Edits Add-on, Revenue CyclePro.com, California Medicaid Content Add-on and DrugReimbursement.com between the County of Riverside and Optum360, LLC effective July 1, 2019 through June 30, 2024 for a total cost of \$245,000 based on annual amount not to exceed \$49,000 per year, and authorize the Chairman of the Board to sign three (3) copies of the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract; and
3. Direct the Clerk of the Board to retain one (1) copy of the signed Agreement and return two (2) copies of the signed Agreement to the Purchasing Department for distribution.

**ACTION:Policy, H-11**

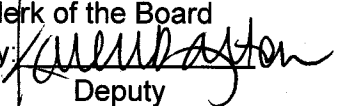
  
J. Crutcher, Board of Supervisors - Health System 7/8/2019

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**MINUTES OF THE GOVERNING BOARD**

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

Ayes: Jeffries, Spiegel, Washington and Perez  
Nays: None  
Absent: Hewitt  
Date: August 6, 2019  
xc: RUHS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$49,000	\$49,000	\$245,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20-23/24</b>	

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

**BACKGROUND:**

**Summary**

The requested Board action will approve a multi-year License Agreement with Optum360, LLC to enhance Riverside University Health System-Medical Center's (RUHS-MC) bottom line.

The Charge Description Master (CDM) online tool combines CDM consulting with coding and compliance knowledge into one solution which will be used to analyze, correct and maintain the most accurate CDM along with providing peer pricing comparison and cost to charge analysis to enhance RUHS-Medical Center's bottom line. The integrated knowledge library will provide guidance to staff on the latest American Medical Association (AMA) code changes, correct modifiers application, and access to subject matter experts for guidance and suggestions on current CDM policies and prices.

The Optum360 Chargemaster Solution delivers immediate Return on Investment (ROI):

- Minimize revenue leakage through charge capture analysis;
- Maintain competitive pricing;
- Decreases operating costs via procedures where costs are resulting in profit loss;
- Increase charge margins by ensuring market/value-based pricing;
- Maximize Medicare margins;
- Reduce denials and minimizing rework by submitting clean claims the first time; and
- Maximize efficiency & effectiveness of resources by ensuring time spent on value-added activities.

**Impact on Citizens and Businesses**

The proper function of the revenue cycle department supporting the hospital and clinics are essential to its operations.

**Additional Fiscal Information**

The table below provides a cost overview for each respective fiscal year.

Description:	Number of	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Total
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	Users						
Enterprise ChargemasterExpert.com	25	\$26,250	\$26,250	\$26,250	\$26,250	\$26,250	\$131,250
Peer Comparison, 8Hospitals	1	\$450	\$450	\$450	\$450	\$450	\$2,250
California Medicaid Edits Add On	1	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$7,500
RevenueCyclePro.com	50	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
California Medicaid Content Add On	2	\$800	\$800	\$800	\$800	\$800	\$4,000
DrugReimbursement.com Add On	1	\$0	\$0	\$0	\$0	\$0	\$0
Annual License Fee TOTAL	N/A	\$49,000	\$49,000	\$49,000	\$49,000	\$49,000	\$245,000

**Contract History and Price Reasonableness**

In April 2019, RUHS-MC Revenue Cycle Department conducted an informal bid with two main prospective vendors well known within the healthcare industry for revenue cycle management solutions with specialization in Medicaid (Medi-Cal) requirements. Of the two prospective vendors, Optum360, LLC was found to be most responsible. Optum360 is a sole provider of two key functions needed at RUHS-MC that other revenue cycle vendors do not offer.

- Medi-Cal Z Codes: Medi-Cal requires that Healthcare Common Procedure Coding System (HCPCS) codes are converted into "Z" codes used by Medicaid. Optum360 is capable of performing this.
- Rate comparison: The CDM will be scrubbed to identify any charge that falls below reimbursement rates from Medicare, and Medi-Cal. Optum360 is the only vendor that completes a price review against Medi-Cal.

RUHS has a large Medi-Cal population, therefore, it was evident that Optum360 exceeded the needs of RUHS.

Optum360 offers industry leading, integrated technology capabilities and outsourced services across revenue cycle management functions and care delivery settings. The Chargemaster Solution requires no implementation time since it is a web-based product, resulting in no IT maintenance costs, and the data updates and enhancements occur automatically. It is an Application Service Provider (ASP) application hosted by United Health Group and only requires Internet Explorer version 11 for connection.

The Chargemaster Solution Advantage:

- ✓ Simplicity – user friendly application with a simple automated CDM workflow process allowing import and analyze CDM on a schedule.

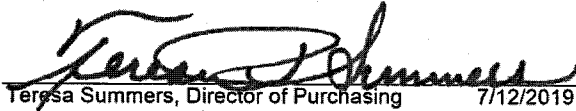
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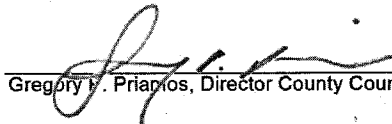
- ✓ Complete – most comprehensive solution containing complete, accurate and up-to-date content with unparalleled support competitively with no integration or implementation fees.
- ✓ Speed – quick implementation that does not require IT services or client services
- ✓ Cost Effective – priced competitively with no integration fees.

**ATTACHMENTS:**

**Attachment A:**      **OPTUM360 LICENSE AGREEMENT AATF**

**Attachment B:**      **OPTUM360 H-11 PR2019-08481**

  
Teresa Summers, Director of Purchasing      7/12/2019

  
Gregory H. Priamos, Director County Counsel      7/23/2019

## OPTUM 360 LICENSE AGREEMENT

Customer Name: County of Riverside, a political subdivision of the state of California on behalf of Riverside University Health System-Medical Center ("Customer")

Customer Number: 46535

Sales Order Number(s):

Contact name: Cheryl Redfearn

Telephone: (951) 358-5465

E-mail address: c.redfearn@ruhealth.org

Fax number:

Address: 26520 Cactus Ave

City: Moreno Valley State: CA Zip Code: 92555

This Agreement, made and entered into this 1st day of July, 2019 by and between **Optum360, LLC**, a Delaware corporation, (herein referred to as "OPTUM"), and the COUNTY OF RIVERSIDE (herein referred to as "COUNTY"), a political subdivision of the State of California on behalf of Riverside University Health System, (herein referred to as "Customer"), sometimes collectively referred to as the "Parties" or individually referred to as a "Party". By signing below, Customer and Optum agree as follows:

- Product:** Optum hereby licenses the following products (the "Products") to Customer for use by the specified number of Users as set forth in the table below.

Product	Number of Users
Enterprise ChargemasterExpert.com	25
Peer Comparison, 8 Hospitals	1
California Medicaid Edits Add-on	1
RevenueCyclePro.com	50
California Medicaid Content Add-on	2
DrugReimbursement.com Add-on	1

- Agreement Effective Date:** July 1, 2019

- Term:** This Agreement shall commence on the Effective Date and continue in effect through June 30, 2024. If one party breaches any material provision of this Agreement, the non-breaching party may begin the process to terminate this Agreement by giving written notice of termination to the breaching party. If the breach is capable of being cured and is reasonably cured within thirty (30) days after receipt of the notice, the termination shall not become effective. If the breach is not capable of being cured or is not reasonably cured within thirty (30) days after receipt of the notice, the non-breaching party may terminate this Agreement by delivering a second notice to the breaching party, specifying a termination date not later than ninety (90) days after the expiration of the cure period. Customer agrees that Optum may terminate Customer's access to the Product at any time if Optum reasonably believes that Customer is in violation of this Agreement.

- Price:** For each year of this Agreement, Customer shall pay an annual subscription license fee to Optum, set forth in the table below, for use of the Product by the number of named users specified above. Annual license fees are payable at the beginning of each contract year, and County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. The price is based on use of the Product only at the location, customer and/or number of named users specified above. Use at additional locations, customers and/or number of named users requires additional fees. Customer understands and agrees that it is obligated to pay the annual fee for each year

of the term, regardless of any attempt to terminate this Agreement earlier. Customer may terminate this Agreement during the term, without cause, only upon payment to Optum of early termination fees in the amount of all unpaid fees for the initial term.

**NON-APPROPRIATION OF FUNDS.** The Customer obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Customer funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. No legal liability on the part of the Customer shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Customer shall immediately notify Optum in writing and this Agreement shall be deemed terminated and have no further force and effect. After termination, Customer shall make payment only for [products/services] purchased up to the date of termination in accordance with this Agreement.

Product	Number of Users	Year 1		Year 2		Year 3		Year 4		Year 5	
		Per User License Fee	License Fee Subtotal	Per User License Fee	License Fee Subtotal	Per User License Fee	License Fee Subtotal	Per User License Fee	License Fee Subtotal	Per User License Fee	License Fee Subtotal
Enterprise ChargemasterExpert.com	25	\$1,050.00	\$26,250.00	\$1,050.00	\$26,250.00	\$1,050.00	\$26,250.00	\$1,050.00	\$26,250.00	\$1,050.00	\$26,250.00
Peer Comparison, 8 Hospitals	1	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
California Medicaid Edits Add-on	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
RevenueCyclePro.com	50	\$400.00	\$20,000.00	\$400.00	\$20,000.00	\$400.00	\$20,000.00	\$400.00	\$20,000.00	\$400.00	\$20,000.00
California Medicaid Content Add-on	2	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00
DrugReimbursement.com Add-on	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>			<b>\$49,000.00</b>		<b>\$49,000.00</b>		<b>\$49,000.00</b>		<b>\$49,000.00</b>		<b>\$49,000.00</b>

**5. Restrictions on Use of Product:** Optum is the sole and exclusive owner of the Product and/or has been licensed to distribute the Product. Customer has the nonexclusive, nontransferable right to use the Product for its internal, lawful business use. Customer acquires no right to the Product or to the information and data set forth in the Product, except the right to use the information and data solely for Customer's own internal business purposes, in accordance with this Agreement. Customer agrees to hold the Product, and the data contained therein, in strict confidence and agrees not to provide, disclose or otherwise make available any of such to any third party. Customer shall have no right to allow any person or entity that is not an employee or consultant of Customer to access the Product on-line, directly or indirectly in any way. Customer shall not publish, translate or transfer possession of the Product. This provision shall survive the termination of this Agreement.

**6. Confidentiality:** Each party acknowledges that in the course of performing under this Agreement, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Each party agrees that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; and (d) it will take all reasonable precautions to protect the Confidential Information. At a minimum, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Upon termination, each party will return to the other party or certify as destroyed all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information. These restrictions do not apply to information that was in the receiving party's possession prior to receiving the Confidential Information; or is or later becomes available to the public; or the recipient develops internally, without reference to the other party's Confidential Information; or the recipient receives from a third party.

The parties acknowledge that County is a government entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 6250 et seq.) and the California Brown Act (Government Code Section 54590 et seq.). Notwithstanding any other provision contained in this Agreement, any information (including confidential information), communications, and documents given by Optum to the County and meetings involving Optum be subject to disclosure pursuant to the Public Records Act and Brown Act. To the extent the County is required by law to disclose the above-described information

(including confidential information), communications, and documents, the County shall comply with such law. The County has the sole authority to determine whether the information is exempt from public release.

The County will take prompt and appropriate action to prevent any unauthorized use or disclosure of public records which Optum is of the opinion should be confidential and exempt from disclosure; that the County will not be in violation of the Agreement with regard to a disclosure that was in response to a valid order or requirement by a court or other governmental body or otherwise required by law; and that the County will make every reasonable effort to give Optum prior notice of such pending disclosure in order to permit the Hospital to seek an appropriate protective order

**7. Licensed Content:** Certain Products contain Current Procedural Terminology Codes ("CPT") owned and copyrighted by the American Medical Association ("AMA"), and/or Current Dental Terminology ("CDT") codes owned and copyrighted by the American Dental Association ("ADA"), and/or ASA content ("ASA Content") owned and copyrighted by the American Society of Anesthesiologists ("ASA"), and/or AHA content ("AHA Content") owned and copyrighted by the American Hospital Association ("AHA") (collectively, the "Vendors"). Collectively, the CPT codes, CDT codes, ASA Content and AHA Content are referred to as the "Licensed Content." The terms of Exhibit A apply only to Software and Data Products that contain Licensed Content. The fees herein include fees for any third party-owned pieces of the Products. Optum may increase the fees above, to the extent that the Vendors increase the price for the products to Optum. Optum shall, prior to imposing an increase, notify Customer of the effective date of the increase.

**8. Accuracy and Errors:** Customer agrees that Optum and its employees and agents shall not be held responsible or liable for any actions taken by Customer, or any error, inaccuracy, or omission in any report or analysis Customer prepares in connection with or through use of the Product, or for any damage (including, but not limited to consequential damages) resulting from it. No later than thirty (30) days from the date of Customer's receipt of access to the Product or any update of the Product, Customer shall advise Optum in writing of any known errors or suspected errors that may materially affect the Product.

**9. Disclaimer of Warranties:** Optum warrants that the Product performs in accordance with the documentation for it. To the extent that the Product contains information Optum has received from third parties, Optum warrants only that the Product contains an accurate copy of the information that was delivered to Optum. Except as expressly provided in this Agreement, OPTUM MAKES NO WARRANTIES OR REPRESENTATIONS RELATING TO THE PRODUCT OR ANY OTHER SERVICES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. Limits on Liability:** Each party's liability to the other party for direct damages arising out of this Agreement shall not exceed the amount Customer has paid or owes Optum under this Agreement in the year in which the cause of action rose. Under no circumstances will either party be responsible under this Agreement for any indirect, incidental, special or consequential damages resulting from either party's performance or failure to perform under this Agreement, including, without limitation, the use of or inability to use the Product, any damage to equipment and any cost of recovering lost data or of reprogramming.

**11. Intellectual Property Indemnity:** Optum shall defend the County, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives from any claims by third parties that the software furnished and used within the scope of this Agreement infringes upon or misappropriates an United States patent issued as of the Effective Date, trademark, copyright, trade secret or other proprietary right (a "Claim"), and will pay any damages, settlements, costs, and expenses, including without limitation court costs and reasonable attorney's fees, finally awarded against the County by a court or arbitrator in any proceeding related to such Claim, provided, however, that the County (i) give to Optum prompt written notice of each Claim threatened or received by the County, (ii) give to Optum the exclusive right to control and direct the investigation, defense and settlement of such Claim, and (iii) have not compromised or settled the Claim.

12. **Insurance:** Optum will maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VIII. Upon COUNTY's written request, Optum will provide a certificate of insurance evidencing the following:

a. **Commercial General Liability insurance** including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. This policy shall include a waiver of subrogation against COUNTY.

13. **Severability:** If any provision, clause, sentence or paragraph of this Agreement shall be held invalid by any court of competent authority, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

14. **General Terms:** The person choosing to indicate acceptance of this Agreement below represents that he/she is acting on behalf of Customer, and that she/he has the authority to bind Customer. Terms of a purchase order or other ordering or shipping document do not modify, amend, or add to the terms of this Agreement, and shall have no effect. In the event that a provision of this Agreement is determined to violate any law or is unenforceable, the remainder of the Agreement shall remain in full force and effect. Optum's relationship to Customer is that of an independent contractor. Neither party shall be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party. The parties to this Agreement and their counsel have reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting parties shall not be employed in the interpretation of this Agreement.

15. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties agree that this Agreement and any change order or other ancillary agreement can be completed and executed with electronic signatures or as otherwise required by law.

Optum360, LLC

County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System-Medical Center


Signature: 

Print Name: TODD GUSTIN

Print Title: President

Date: July 25, 2019

Agreement No.: 00566893.0

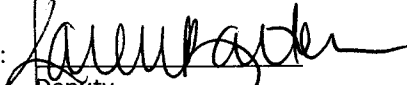
Signature: 

Print Name: KEVIN JEFFRIES

Print Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: AUG 06 2019

ATTEST:

Signature: 

Date: AUG 06 2019

APPROVE AS TO FORM:

Signature: 

DAVID M. MCCARTHY  
DEPUTY COUNTY COUNSEL  
29 JULY 2019



Print Name: David McCarthy\_\_\_\_\_

Print Title: Deputy County Counsel\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A****LICENSED CONTENT FLOW DOWN TERMS**

Optum's agreements with the Vendors require that Customer agree to the following.

1. **Grant.** Optum grants Customer a nontransferable, nonexclusive license, for the sole purpose of internal use of the Licensed Content by Customer within the United States. Customer is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the Licensed Content, or a copy or portion of Licensed Content. Customer must ensure that anyone with authorized access to the Licensed Content will comply with the provisions of this Agreement.
2. **Vendors.** Provision of updated Licensed Content is dependent on continuing contractual relationships between Optum and the Vendors. Customer grants Optum permission to provide Vendors with Customer's name for purposes that pertain to this Agreement.
3. **Copyright.** CPT is copyrighted by the AMA and that CPT is a registered trademark of the AMA. ADA owns all right, title and interest (including all intellectual property rights) in CDT, all other rights of commercialization, rental or sale of CDT or any part thereof, the right to make derivatives of CDT and the right to distribute CDT and copies thereof. Except for the limited rights expressly granted to Customer herein, all other rights in Licensed Content are owned and retained by Vendors. Customer shall not remove copyright notices.
4. **Disclaimers.** EXCEPT AS EXPRESSLY STATED HEREIN, THE LICENSED CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER BEARS ALL RISK RELATING TO QUALITY, ACCURACY AND PERFORMANCE OF THE LICENSED CODES. **Vendors have no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of Licensed Content, or that it will meet the Customer's requirements, and that the Vendors' sole responsibility is to make available to Optum replacement copies of the Licensed Content if the data is not intact; and that the Vendors disclaim any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in Licensed Content.**
5. **Beneficiaries.** Vendors are third-party beneficiaries of this Agreement.
6. **U.S. Government Rights.** This product includes CPT which is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency.

**CDT Flow Down Terms**

7. **Use of CDT Codes.** This Agreement grants Customer the right: to install and use the CDT on Customer's computer system; to retrieve CDT codes, descriptors and nomenclature via commands contained in the Optum Products for the exclusive use of Customer its employees; to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing, billing and patient treatment, via commands contained in the Software or Data Product; to print limited portions of the CDT solely for the exclusive use of Customer; and to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of Customer.
8. **Restrictions.** Except as expressly permitted in this Agreement, Customer may not and may not permit anyone else to (a) copy the CDT; (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT; (c) remove any copyright or other proprietary notices, labels or marks from the CDT or from output created by using the Software or Data Product; or (d)

use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. Customer shall take reasonable measures to maintain the security of the CDT. Customer shall not add additional content to the Software or Data Products. IN NO EVENT SHALL END USER USE THE CDT CODES FOR OR ON BEHALF OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO USE OF THE CDT PRODUCTS TO PROVIDE CONSULTING, TIME-SHARING OR OUTSOURCING SERVICES OR TO ACT AS A SERVICE BUREAU OPERATION. END USER IS EXPRESSLY PROHIBITED FROM DISTRIBUTING OUTPUT, INCLUDING THE CODE OR PORTIONS THEREOF, TO ANY PERSON, FIRM OR ENTITY. The foregoing restriction shall not be deemed to restrict the Customer from using the CDT codes in the ordinary course of its business, to identify procedures used in the treatment of patients and processing of insurance claims.

9. Indemnification. Customer agrees to indemnify ADA against and hold ADA harmless from any claims, liability, losses, damages and expenses resulting from Customer's misuse of the CDT, in breach of any of the terms of this Agreement, or Customer's use of any data or documentation received from ADA, regardless of the form of action.

#### **AHA Flow Down Terms**

10. Use of AHA Content. This License grants Customer the right: to install and use the AHA Content on Customer's computer system; to reproduce and distribute excerpts of AHA Content without modification in various printed and electronic documents solely for purposes of claims processing, billing and patient treatment, via commands contained in the Optum Product; and to print limited portions of the AHA Content without modification solely for the exclusive use of Customer with copyright and government rights notices.

11. AHA Disclaimer. AHA disclaims, and shall have no liability for, any errors, omissions or inaccuracies in the AHA Content or any uses, misuses or interpretations of the information contained in or not contained in the AHA Content. AHA also does not warranty that the AHA Content will be accessible in any particular hardware/software environment. Customer shall be solely responsible for the use, efficiency, and suitability of the AHA Content. AHA's liabilities under this Agreement, if any, shall in no event exceed the sum of the fees actually received by Optum in connection with this Agreement for the applicable AHA Content.

12. AHA Content for Government Users. The Software and Data may contain AHA CODING CLINIC® FOR ICD, AHA CODING CLINIC® FOR HCPCS, and/or OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.