



Agreement No. \_\_\_\_\_

## **CRANEWARE MASTER AGREEMENT**

This MASTER AGREEMENT ("Agreement") is entered into by and between Craneware, Inc., a Florida corporation, on behalf of itself and its parent company, Craneware plc, a corporation organized under the laws of the United Kingdom and all of its direct and indirect subsidiaries, including but not limited to Sentry Data Systems, Inc. ("Sentry"), a Florida corporation, and Agilum Healthcare Intelligence, Inc. ("Agilum"), a Tennessee corporation (collectively, "The Craneware Group™" or "Craneware" or "Contractor") and **San Mateo Medical Center**, a nonprofit medical center organized under the laws of the State of California ("Customer" or "County"). **This Agreement supersedes all prior agreements between the parties governing the subject matter hereof.**

For good and valuable consideration, the parties agree as follows:

### **Exhibits and Attachments**

The following exhibits and attachments, as amended or may be amended, are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services Schedule
- Exhibit B—Contact Information
- Exhibit C—Scope of Work
- Exhibit D—Corporate Compliance SMMC Code of Conduct (Third Parties)
- Exhibit E—Vendor/Contractor Access Policy
- Exhibit F—The Craneware Group Master Agreement Current Version of Online Terms and Conditions
- Exhibit G—The Craneware Group Master Agreement Current Version of Online 340B Terms and Conditions

1. **TERM OF THIS AGREEMENT.** This Agreement shall be for a duration of five (5) years (the "Initial Term") unless earlier terminated in accordance with this Agreement and shall commence on July 31, 2024 (the "Start Date") and terminate at 11:59 PM Eastern Standard Time on the last day of the Initial Term unless renewed in accordance with § 7 "*Renewal Terms*" ("Term of this Agreement").

2. **SCOPE OF AGREEMENT.** Customer may use the Services (as described on Exhibit A) only for the benefit of the specified locations (each a "Facility")<sup>1</sup> on Exhibit A so long as each such Facility is clearly identified on attached Exhibit A. Customer may only use the Services for its own administrative, accounting and management purposes and those of any Facility, but in no event may the Services listed on Exhibit A be utilized for the benefit of any non-Customer or any Facility not listed on Exhibit A. No underlying title to the Services shall pass by this Agreement, and the rights of Customer are limited to those expressly granted in this Agreement.

3. **CUSTOMER'S OBLIGATIONS.**

- (a) **Payment.** Customer is obligated to comply with the Payment Schedule set-forth on Exhibit A's Services Schedule. All fees are non-refundable and are due upon execution of this Agreement and, thereafter, are due on the anniversary of the Start Date. Payments not made timely shall, 30 days after notice to Customer of late payment, accrue interest at the lesser of (1) the rate of 1.0% per month; or (2) the maximum rate allowed by the applicable law. Subscription Fees and

<sup>1</sup> (or, with regard to 340B services, is a "Participating Facility" as described elsewhere herein if applicable)

Professional Services Fees may increase once per year during the Term of this Agreement (and any Renewal Term) as shall be described on Exhibit A. Craneware reserves the right to (1) suspend Services, and/or (2) declare the termination of licenses, subscriptions and/or other rights to any Services under this Agreement and/or Exhibit A in the case of any Customer that is more than sixty (60) days in default of its payment obligations under Exhibit A. In no event shall total payment for services under this Agreement exceed ONE MILLION THREE HUNDRED THOUSAND DOLLARS, (\$1,300,000). In the event of a mutually-agreed upon Renewal Term, the not to exceed amount will be modified as part of any such written Amendment.

- (b) **Sales Tax.** If Customer qualifies for any sales or use tax exemption, Customer shall provide Customer's sales tax exemption certificate. Otherwise, Customer will be responsible for payment of any sales, use, excise, value-added, personal property, export, import, withholding, transaction privilege, assessments, penalties, late fees, and interest charges or similarly imposed taxes (collectively, "Taxes") assessed, levied, or imposed by any tax authority with respect to the payments Customer makes to Craneware under this Agreement (except for any taxes based on Craneware's net income). The pricing set-forth on Exhibit A, as amended from time-to-time by the parties, includes no Taxes. If any tax authority asserting jurisdiction over Customer assesses liability for Taxes or if any tax authority having jurisdiction over Customer or any Customer Facility imposes one or more Taxes or revokes (through legislation or agency decision) any tax exemption previously relied upon by Customer, Customer shall be responsible for payment of any Taxes due. Craneware will either add any such Taxes to the amounts due under the Exhibit A or invoice Customer separately for Taxes and Customer shall promptly pay or reimburse Craneware for any Taxes payable or collectable by Craneware. Customer acknowledges that Craneware will be relying upon Customer's determination as to the applicability of any exemption certificate it may have and agrees to indemnify Craneware for any damages.
- (c) **Responsibility for Preparation of Patient Charges and Claims for Reimbursement.** Craneware and Customer hereby stipulate that the Services do not make determinations on how to code, bill or set up the Customer's charge master functions or other financial or accounting files, and it is the responsibility of the Customer to exercise appropriate judgment and bear ultimate responsibility for Customer's charge master function, billing and coding determinations, and claims for reimbursement from any third-party payer.
- (d) **Customer's Obligations with Regard to New Services.** If Exhibit A pertains to Services that have not previously been installed or performed for Customer, the following provisions shall apply:
  - (1) **Implementation and Training.** Customer shall appoint a Project Manager within fifteen (15) days of the Start Date of an Order Form having the authority, staff, and other resources reasonably necessary to oversee the installation of or provision of access to the Services, as well as the preparation of any data or software files and the training of Customer's employees in the use of Services. The Project Manager shall coordinate all efforts falling within an Order Form's Scope of Work and will be available on reasonable notice and provide Craneware with an address, phone and e-mail where s/he can be reached during business hours. Customer shall take all commercially reasonable steps to ensure Craneware personnel are able to successfully complete the work described in Exhibit A or Scope of Work. Craneware will contact Customer's Project Manager and schedule an implementation and training program for the Customer. Within sixty (60) days of the Start Date of Exhibit A or as soon thereafter as is reasonably practicable, Craneware will provide a plan for implementation and training. Customer agrees to provide Craneware with secure access (including remote access) to Customer's systems as may be necessary for Craneware to perform or implement the Services.
  - (2) **Customer's Duty to Provide Data in Proper Form.** Customer will electronically transmit data files to Craneware necessary for Craneware to perform its obligations under each Order Form. Customer acknowledges that its data must be delivered to Craneware in a form that is compatible with the proper operation of the Services, as the case may be, in order to receive the full benefit of its Services. Craneware will provide Customer with general guidelines for the

composition and preparation of Customer's data and transmit this information to the Customer's Project Manager within thirty (30) days of the Start Date of each Order Form. As long as Craneware fulfills its obligation to transmit general guidelines for the composition and preparation of Customer's data as required under this section of this Agreement, any risk and any expense associated with Customer's delay in taking any necessary steps to complete composition and preparation of its data: (1) shall be assumed and absorbed by Customer; (2) shall not serve as grounds for suspension of Customer's obligations under this Agreement; and (3) shall not serve as grounds for any compensatory extension of the Term of this Agreement.

4. **EXPENSES AND ADDITIONAL FEES.** Fees do not include reasonable and customary out-of-pocket expenses (e.g., travel) that will be billed to Customer at the actual cost incurred by Craneware in the performance of its duties under this Agreement. If Customer staff does not attend any on-site review, thereby necessitating an additional on-site visit to complete any final review, additional fees may be assessed for time spent and expense incurred by Craneware if such on-site visit is requested by Customer. To the extent that this Agreement authorizes reimbursements to Craneware for travel, lodging, and other related expenses as defined in this section, the Craneware must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized Customer personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the Customer.
- c. Unless otherwise specified in this section, the Customer will reimburse Craneware for reimbursable travel expenses for days when services were provided to the Customer. Craneware must substantiate in writing to the Customer the actual services rendered and the specific dates. The Customer will reimburse for travel at 100% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the Customer, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized Customer personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Craneware's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Craneware's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). Customer policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the Customer). Exceptions may be allowed under certain circumstances, such as

unavailability of the foregoing options, with written approval from authorized Customer personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The Customer will not reimburse for alcohol.

Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

5. ONLINE TERMS. The *Terms and Conditions* and, if applicable, the *340B Terms and Conditions* (both described below), may be revised unilaterally by Craneware from time-to-time, but no such revisions may contradict any provision of this Agreement, nor may they permissibly increase Customer's potential liability or further exculpate Craneware from liability. To the extent any inconsistencies exist between this Agreement and Exhibit A, on the one hand, and the online terms, on the other, this Agreement and its Order Forms shall control.

- (a) The Online Terms and Conditions ("Terms and Conditions") available at <https://public.craneware.com/legal/terms/stcigfdp>, with the current version attached hereto as Exhibit F, are incorporated herein by reference as though set-forth fully herein. Exceptions to the Terms and Conditions are as follows (none if left blank):

- (i) Under the penultimate sentence of § XII (Confidential Information), the words "right to use, modify, disclose, sell and otherwise distribute any de-identified data to others" is deleted and replaced by the words "right to use, modify and disclose de-identified data".

- (b) **340B Program Services.** In the event the parties enter into Exhibit A regarding the provision of 340B Services (as defined in the Online 340B Terms and Conditions ("340B Terms and Conditions") available at <https://public.craneware.com/legal/terms/stcawsje>, with the current version attached hereto as Exhibit G), the 340B Terms and Conditions shall apply to said 340B Services. To the extent any inconsistencies between this Agreement and Exhibit A, on the one hand, and the 340B Terms and Conditions, on the other, this Agreement and its Order Forms shall control. Additionally, during the Term of any such Order Form or similar agreement, Entity shall not enter into a contract, or any other similar arrangement, for 340B Program systems and services similar to 340B Services being provided Customer under the Agreement or Order Form with any third party, and Customer shall not use another 340B Program vendor or any Contract Pharmacy that does not utilize Craneware's 340B Program infrastructure. In the event Craneware is required at any time after the initial Go Live Date (as defined in the 340B Terms and Conditions) to re-implement hereunder, Craneware will charge, and Customer shall pay, a re-implementation fee at the rate of \$10,000 per feed. In the event Craneware is required, at any time after the initial Go Live Date, to alter the initial setup of Customer as a result of a change in Customer's 340B designation for any reason whatsoever, Craneware will charge, and Customer shall pay, a conversion fee at the rate of \$25,000 for each time Craneware is required to alter the immediately preceding setup of Customer.

## 6. TERMINATION.

- (a) **Breach; Right to Cure.** Except as otherwise set forth herein, this Agreement and/or Order Form may be terminated by any party upon thirty (30) days written notice of the material breach of this Agreement by any other party, which breach has remained uncured for a period of thirty (30) days from the date of written notice thereof (the "Cure Period"), provided that if the material breach cannot reasonably be cured within thirty (30) days, the breaching party must commence to cure within the thirty (30) day period and diligently prosecute the cure until the breach is cured. Upon

an alleged material breach, the aggrieved party shall provide written notice to all parties of the alleged material breach detailing the breach and specifying any possible cures thereof. If Customer is the breaching party, upon expiration of the Cure Period, all amounts remaining due under the remainder of Term then in effect shall become immediately due, and if Craneware is the breaching party, Customer may require refund of prepaid fees on a *pro rata* basis for the period following the date of termination. No actions undertaken by either party to cure the alleged breach shall be treated as an admission of the commission of a material breach.

- (b) **Obligations After Expiration or Upon Termination.** Upon request, following expiration or termination of this Agreement, each party will promptly cease using and return to the other party all Confidential Information of such other party. Each party agrees that the duty to maintain the confidentiality of the other party's Confidential Information shall continue for a period of five (5) years after the expiration or termination of this Agreement or any renewal thereof. Customer further agrees that the duty to provide Craneware with prompt notice of any third-party claim shall survive the termination of this Agreement or any renewal thereof. In addition to all other provisions of this Agreement that by their terms survive the termination or expiration of this Agreement or that must survive in order to give meaning to other provisions of the Agreement, the parties agree the following provisions of this Agreement will survive termination or expiration of this Agreement: § 3 ("*Customer's Obligations*"), this section ("*Termination*"), § 13 ("*Notices*"), and the *Terms and Conditions*.
- (c) **Post-Termination Use by Customer.** Any use of the Services after the termination of the Order Form pertaining to such Services (1) is prohibited; and (2) is subject to the terms of this Agreement and the relevant Order Form, and Customer shall pay Craneware for such usage on a *pro rata* basis calculated as if the Order Form had been extended by mutual agreement for the period of such usage, during which the fee charged shall be the most recent annual fee charged, increased as may be provided for in this Agreement and the relevant Order Form(s).

7. **RENEWAL TERM(S).** THIS IS A FIXED TERM AGREEMENT.

8. **DISPUTE RESOLUTION.** Any dispute, controversy or claim that the parties are unable to resolve in good faith arising out of, relating to, or in connection with this Agreement, including the breach, termination or validity thereof, shall be resolved exclusively by binding arbitration conducted by the American Arbitration Association (the "AAA") in accordance with its *Commercial Arbitration Rules* then in effect (the "Rules") before a single arbitrator who neither resides nor works in any county or parish in which any Customer Facility is situated, with the final hearing to be held in the county or parish of Customer's headquarters. The arbitral tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and, regardless of the AAA's Rules, this Agreement does not permit class arbitration or any claims brought as a plaintiff, claimant, or class member in any class or representative proceeding and the arbitral tribunal may not consolidate the claims of any party to this Agreement with those of any third party. A party may enter judgment on the award rendered by the arbitrator in any court having jurisdiction. The prevailing party shall be entitled to recover all reasonable costs related to the dispute and arbitration.

9. **LIMITATION ON LIABILITIES.** IN NO EVENT SHALL CRANEWARE, ITS AFFILIATES, LICENSORS, OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION OR DELIVERY OF PRODUCTS OR SERVICES: BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR UNAUTHORIZED DISCLOSURE OF DATA, OR LOSS OF GOODWILL, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, INDEMNIFICATION OBLIGATIONS), ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, ALLEGED ACTS OR OMISSIONS, OR USE OF ANY PRODUCTS, ANY OTHER MATERIAL AND/OR SERVICES PROVIDED HEREUNDER OR PERFORMED IN CONNECTION WITH THIS AGREEMENT, ITS EXHIBITS, OR CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS TO THIRD PARTIES, EVEN

IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, or (ii) ANY DAMAGES ARISING FROM OR RELATING TO CUSTOMER'S SELECTED CONFIGURATIONS OR DATA PROVIDED BY CUSTOMER, INJURIES TO CUSTOMER OR THIRD PARTIES DUE TO CUSTOMER'S INTERPRETATION OF DATA PROVIDED, DELAY IN PROVIDING DATA, OR THE ACCURACY OR INACCURACY OF DATA PROVIDED BY CRANEWARE. THE ENTIRE LIABILITY OF CRANEWARE ITS AFFILIATES AND LICENSORS FOR ANY ACTION, CLAIM OR CAUSE OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, WARRANTY, TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL BE EXCLUSIVELY LIMITED TO THE REPLACEMENT OF THE NON-CONFORMING SERVICE. IF REPLACEMENT OF THE NON-CONFORMING SERVICE IS IMPOSSIBLE, THEN IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CRANEWARE AND ITS AFFILIATES FOR ANY CLAIMS OR CAUSES OF ACTION WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDEMNIFICATION OBLIGATIONS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY EXHIBITS, OR ANY OTHER AGREEMENT RELATED TO THE SERVICES EXCEED THE FEES RECEIVED BY CRANEWARE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EARLIEST ACT OR OMISSION GIVING RISE TO SUCH CLAIM(S). The Services are not meant to replace professional judgment. Notwithstanding anything to the contrary, in the event of a conflict between the terms in this Section and any terms in this Agreement, its Exhibits, or any agreement attached or referenced as an exhibit, the terms of this Section shall prevail unless the contrary provision specifically references this Section. The price stated for the Services is a consideration in limiting liability.

10. SERVICES OUTSIDE THE SCOPE OF THE AGREEMENT. Prior to the performance of any engagement of Craneware to perform services, re-implementations, retraining, and/or modifications outside the scope of the Agreement (e.g., any modifications to current Service implementations as a result of Customer's internal project plans or change of patient accounting system, incomplete data, data not in conformance with Craneware's specifications as provided in Customer's implementation project plan, or any retrospective data corrections, adjustments or reconciliations (whether or not any such data is provided by Customer or any third-party relationships that Customer may have, including, without limitation, contract pharmacies, switch companies, IT companies, and/or wholesalers)) (collectively, "Modifications")), the parties shall execute a separate and distinct scope of work for each Modification that shall include any corresponding additional fee(s).

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

12. NOTICES. All notices, demands and other communications (collectively, "Notices") or any other communication provided for herein shall be in writing and shall be sent via certified U.S. mail, return receipt requested, or by a commercial courier or delivery service that provides a delivery tracking feature, directed in each case to the address below. Either party may change the Notice address by providing notice to the other party in accordance with this Section.

In the case of County, to:

San Mateo Medical Center  
Attn: Chief Operations Officer  
222 W 39th Ave  
San Mateo, CA 94403

with a copy to:

County of San Mateo  
County Attorney's Office  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063

In the case of Contractor, to:  
The Craneware Group  
ATTN: Legal Department  
600 W. Hillsboro Blvd, Suite 500  
Deerfield Beach, FL 33441  
*with a mandatory copy emailed to [contracts@craneware.com](mailto:contracts@craneware.com)*

13. SIGNATURES. The parties may execute this Agreement in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The parties may execute this Agreement via facsimile or portable document format (PDF), and such facsimile or PDF signatures shall be deemed to be originals for all purposes. Additionally, this Agreement may be executed by either or both parties in accordance with the applicable version of the Uniform Electronic Transactions Act (“UETA”) and the Electronic Signatures in Global and National Commerce Act (“ESIGN”). Both parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement.

14. INSURANCE.

a. GENERAL REQUIREMENTS.

Craneware shall maintain the insurances described under this Section.

b. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE.

Craneware shall have in effect during the Term of this Agreement workers’ compensation insurance providing statutory coverage.

c. LIABILITY INSURANCE.

Craneware shall take out and maintain during the Term of this Agreement such bodily injury liability and property damage liability, professional errors and omissions, and cyber liability insurance as shall protect Craneware and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage, damages caused by Craneware’s professional work and services, and damages for data loss and/or data theft, which may arise from Craneware’s operations under this Agreement, whether such operations be by Craneware, any subcontractor of Craneware, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

i. Comprehensive General Liability.....	\$1,000,000
ii. Professional Error & Omissions ....	\$1,000,000
iii. Cyber Liability.....	\$5,000,000

Customer and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to Customer and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the Customer or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

Notwithstanding Section 11 (entitled LIMITATION ON LIABILITIES) above, Craneware may not assert Section 11 as a defense to coverage or payment of any insurance claim that would otherwise be available to make Customer whole from a covered claim.

In accordance with Section XXII of the Terms and Conditions (Omnibus Reconciliation Act of 1980), both parties agree that, until the expiration of four years after the furnishing of services under this Agreement,


they will make available upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder to the full extent required by the Centers for Medicare and Medicaid Services implementing Section 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. Section 1395x(v)(1)(I), or by any other applicable federal or state authority.

HOSPITAL AND CLINICS CREDENTIALING PROGRAM. Craneware and Craneware representatives visiting or entering the San Mateo Medical Center (SMMC) main campus or any of its satellite clinics are required to register with SMMC's Vendor Credentialing Program prior to conducting business onsite. It is important that each Craneware representative registers individually in order to maintain the confidentiality of their personal credentials and to ensure ongoing access to our facilities. More information regarding SMMC's updated credentialing and on-site visit requirements can be found on SMMC's profile page through <https://login.ghx.com>

*[Remainder of page intentionally blank]*

Witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Craneware

<small>DocuSigned by:</small>		
	5/2/2024   8:19 AM PDT	Craig Preston
<small>978C8F3A2FCB481...</small>		
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

CRANEWARE REPRESENTATIVE: John Hess  
DATE REVISED: April 29, 2024  
RECIPIENT NAME: David McGrew  
RECIPIENT TITLE: CFO

EXHIBIT A – SERVICES SCHEDULE

- Part 1. Customer Facilities

Services Purchased								
	Medicare Provider Number	CAH Facility	Shares File	Patient Accounting System	Trisus® Chargemaster	Trisus® Reference	Integration for Chargemaster Management-TCHG	Trisus® Supplies Assistant
<b>Facilities</b> (Name and address of all facilities possessing a Medicare Provider Number that have a subscription to use the services identified within this table)								
<b>San Mateo Medical Center</b> 222 W 39 <sup>th</sup> Ave San Mateo, CA 94403 (HCA452) County: San Mateo	050113	N		Epic	X	X	X	X

Abbreviations: **CAH** – Critical Access Hospital, **TCHG** – Trisus Chargemaster

- Part 2. Fees**

Services	Number of Facilities	Total Users	Annual Subscription Fee	Implementation & Training Fees*	Annual Recurring Service Fee
Trisus® Chargemaster	1	25 per licensed TCHG entity	\$91,856	N/A	
Trisus® Reference for TCHG					
Integration for Chargemaster Management-TCHG	1	1 per licensed TCHG entity	\$3,900		
Trisus® Supplies Assistant	1		\$18,532		
<b>Subscription and Implementation Fee Totals</b>			\$114,288	\$0	
<b>Additional Professional Services – See Scope of Work:</b>					
Chargemaster Quality Review and Education for Year 1 and Year 3**					\$42,275
Quarterly Formulary Review for the period of July 31, 2024 to July 30, 2029					\$45,600

\* See attached Scopes of Work for the work that was done during the initial implementation. For the avoidance of doubt, no additional training nor implementation services shall be provided, nor separate charge master file processed. Customer shall perform any required staff training. Any manipulation of files by Craneware and any additional files provided by Customer will require a separate Scope of Work and mutually agreed upon license and professional service fee.

\*\* Each Chargemaster Quality Review and Education may be rescheduled with a 90-day advance notice and will require written mutually agreed upon dates for changes to Payment Due Dates.

- Part 3. Payment Schedule**

Subscription Period	Annual Subscription Fee <sup>2</sup>	Implementation & Training	Additional Professional Services	Payment Due Date
July 31, 2024 to July 30, 2025	\$114,288	\$0	\$87,875	Upon contract signature
July 31, 2025 to July 30, 2026	\$120,002		\$47,880	July 31, 2025
July 31, 2026 to July 30, 2027	\$126,003		\$96,882	July 31, 2026
July 31, 2027 to July 30, 2028	\$132,303		\$52,788	July 31, 2027
July 31, 2028 to July 30, 2029	\$138,918		\$55,427	July 31, 2028

<sup>2</sup> A 5% annual adjustment has been incorporated into the License Fee Annual Amount above. Future Annual Fees and Professional Services Fees shall increase once per year during any Renewal Term. Increases shall be equal to 5%.

Increases to any Annual Fee due to application of the foregoing provision, as well as any additional sums owed for Sales Taxes as per § 3(b) of the Agreement ("Sales Tax") shall be owed in addition to the Annual Fees listed on each Order Form.

EXHIBIT B - CONTACT INFORMATION

<b>Main Contact</b>	<b>Name:</b>	Kris Rozzi	<b>Email:</b>	krozzi@smcgov.org
	<b>Title:</b>	Manager Revenue Integrity	<b>Phone:</b>	650-740-3890
<b>CDM Contact</b>	<b>Name:</b>	Carl Miller	<b>Email:</b>	cbmiller@smmc.org
	<b>Title:</b>	Management Analyst	<b>Phone:</b>	650-573-2222
<b>IT Contact</b>	<b>Name:</b>	Sophia Cheng	<b>Email:</b>	scheng@smmc.org
	<b>Title:</b>	Health IT	<b>Phone:</b>	650-573-2222
<b>CFO/VP Finance</b>	<b>Name:</b>	David McGrew	<b>Email:</b>	dmcgrew@smmc.org
	<b>Title:</b>	CFO	<b>Phone:</b>	650-573-2096
<b>Accounts Payable Contact</b>	<b>Name:</b>	Accounts Payable	<b>Email:</b>	smmc-accounts-payable@smcgov.org
	<b>Title:</b>		<b>Phone:</b>	
<b>Billing Address:</b>	San Mateo Medical Center 222 W 39th Ave San Mateo, CA 94403 County: San Mateo			

## EXHIBIT C – SCOPE OF WORK

### NEWLY ADDED SERVICES SCOPE OF WORK

#### **Chargemaster Quality Review and Education Service - Epic**

**Purpose:** Craneware's comprehensive Charge Description Master (CDM) Review aims to bridge the gap between financial and clinical departments. Using Trisus Chargemaster to support the Review, Craneware's team of experts:

- Perform a complete CDM review to establish a baseline indicator as compared to best practice benchmarks
- Identify and address coding and charging errors related to billable services, supplies and pharmaceuticals
- Analyze revenue and usage to identify potentially missing charges
- Minimize compliance risk by reviewing compliance edits flagged by Trisus Chargemaster
- Provide education that promotes a clear understanding of accountabilities across the organization

**Included Hospital(s):**

San Mateo Medical Center (HCA452)

**CDM Line Items:** Not to exceed 13,000

**Customer Roles:**

Executive Sponsor: Customer shall designate an Executive Sponsor for the CDM Quality Review and Education engagement. The Executive Sponsor is typically the CEO, CFO, Vice President of Revenue Integrity, or Patient Financial Services Administrator. The Executive Sponsor will be kept apprised of all progress with the project through completion. The Executive Sponsor may become involved in the project if necessary to address barriers to a timely completion.

Project Manager: The facility shall designate a Project Manager for the CDM Quality Review and Education engagement, who will have the authority, staff, and other resources reasonably necessary to oversee the project, the preparation of data files and any required training. The Project Manager will be available on reasonable notice. He or she will provide Craneware with an address, phone, and e-mail where he or she can be reached during normal business hours.

**Our Methodology:**

Craneware will provide a comprehensive review of Customer's CDM file and recommend additions, modifications and and/or deactivations as necessary to CPT/HCPCS codes (primary and one Alternative), revenue codes, modifiers, multipliers and line-item descriptions consistent with payer rules.

**1. Project Kick-off:**

Scheduled calls help to ensure stakeholders have a thorough understanding of the project and accountabilities.

- Introductory call with Executive Sponsor to discuss high level project plan and identify senior leadership's objectives for the project
- Introductory call with Project Manager to determine project timeline and identify key stakeholders
- Technical requirements gathering call with facility IT staff to determine required data extracts (If required)

Craneware Deliverables:

- Schedule and lead calls
- Creation and review of project plan including a timeline for the engagement
- Communicate the steps that will be taken in the CDM review, data requirements and other information necessary (i.e. Starter Pack, Discovery Questionnaire) to complete the review

Customer Deliverables:

- Distribute and review Starter project materials
- Ensure availability of required staff for all calls
- Confirm milestone dates in project plan
- Identify person/s responsible to coordinate completion of the Discovery Questionnaire
- Confirm data extract delivery date to Craneware Support
- Confirm meeting dates for project completion within sixty (60) days of contract signature

**2. Initial offsite review:**

Craneware will conduct an initial offsite review of the Customer's active CDM lines (defined as lines with volume in the prior twelve (12) months) to establish a baseline indicator of the CDM quality.

Correct CPT/HCPCS coding:

- Identify items with missing and/or incorrect CPT/HCPCS codes and provide best practice recommendations
- Review the validity and accuracy of the CPT/HCPCS codes to listed item descriptions
- Evaluate relevant CPT/HCPCS and revenue code combinations for each clinical department

Revenue code issues:

- Identify items with missing revenue codes
- Determine the validity and accuracy of revenue codes to listed item descriptions
- Clarify the validity, accuracy, and alignment of the revenue codes listed as compared to CPT/HCPCS codes
- Validate correct revenue codes have been assigned to implants to help ensure proper billing and reimbursement
- If included as part of the hospital CDM, review professional, statistical, and patient convenience items for accuracy and validity

Description issues:

- Review descriptions for accurate Intent of Service
- Identify items with missing descriptions (Invalid)

Modifier issues:

- Identify items that may be missing modifiers
- Determine if assigned modifiers are accurate

Multiplier issues:

- Identify items that may be missing a multiplier
- Determine if assigned multipliers are accurate

Other issues:

- Identify all obsolete codes over the past twelve (12) months for possible deletion or modification
- Review for regulatory standards (Compliance)
- Review for charge uniformity

Craneware Deliverables:

- Analysis of the CDM for missing, incorrect, deleted, replaced or invalid CPT/HCPCS codes, including modifiers
- Analysis of current structure of CPT/HCPCS codes and revenue codes
- Analysis of CDM for charges related to non-covered items and services (i.e. Status Indicator E)
- Revision of descriptions to reflect actual service
- Examination of coding processes and procedures for supplies
- Analysis and identification of any incorrect multiplier
- Documentation of department specific questions for discussion and validation during interviews

Customer Deliverables (no less than thirty (30) days prior to the scheduled departmental meetings:

- Submit Epic extract of the current CDM file in the format specified by Craneware
  - HB EAP file: This report contains the majority of the EAP information, including any default value
  - HB Alt CPT file: This report contains all the Alternate CPT information for each EAP (if present)
  - HB Alt Rev file: This report contains all the Alternate Rev information for each EAP (if present)
  - HB Alt Mod file: This report contains all the Alternate Modifier information for each EAP (if present)
  - HB Associated Cost Center file: This report contains all the Cost Center information for each EAP (if present)
  - HB FSC file: This report contains the available FSC information associated to each EAP (if present)
  - HB Medications file: This report contains Pharmacy information, tied back to the EAP shell
  - HB Supplies file: This report contains Supplies information, tied back to the EAP shell.
  - Main Medication File from Willow
- Submit an accurate twelve (12) month revenue and usage file in the format specified by Craneware
- Review and distribute all Preliminary Review Reports provided, including suggested additions, deletions, and modifications, to meeting attendees

**3. Meetings with Department Managers:**

Craneware will meet with the Customer CDM Coordinator/Manager and with a member of the business office prior to meeting with any departments. Craneware will complete the review by meeting with the CDM Coordinator/Manager and any interested stakeholders to review findings and identify next steps.

Clinical Department Interviews:

- Craneware will meet with Customer's department representatives to answer department specific questions and to review, discuss and approve recommended CDM changes.
- Craneware commits to a good faith transfer of knowledge during the interview so that all participants understand the basis for recommended changes.
- Customer is responsible for approving changes to the CDM.

Revenue Opportunity Analysis:

- Craneware will interview department managers to validate the accuracy of services currently rendered by their department and identify potential missing revenue opportunities using Craneware's Linked and Best Practice resources

Craneware Deliverables:

- Review of department CDM with each department's representative/s to identify missing revenue opportunities
- Verify and correct intent of service issues, CPT/HCPCS codes, revenue codes and charge modifications
- Department representative education specific to CDM set-up/structure, CPT/HCPCS coding, revenue code assignment, charge capture, compliance risks and other CDM related information as appropriate
- Recommendations for improvements to processes and procedures
- Obtain department representative sign-off on department CDM changes or document where delays in signoff are expected

Customer Deliverables:

- Ensure availability of staff for departmental interviews
- Distribute schedule of visit to relevant Customer department staff
- Assure department signoff on recommendations within seven (7) days of the meeting

4. **Final Steps:**

The Craneware Group will create and provide a comprehensive Dashboard of findings and recommended changes to the CDM. This Dashboard shall include recommendations for improvements in coding, documentation, and charge capture. Following delivery of a draft Dashboard, The Craneware Group will conduct a remote meeting with project participants (including the Executive Sponsor) to review the Final Dashboard and answer any remaining questions.

The Craneware Group Deliverables:

- Engagement Summary
- General CDM Statements and Recommendations
- CDM Review Dashboard includes:
  - Executive Summary
  - Audit findings
  - Additions, modifications, and deactivations
  - Source guidance
  - Best practice recommendations
  - Additional space for Customer's Management response/action plan
  - Financial summary
  - Recommended follow-up
- Addendums as appropriate

**NOTE:** One Draft Dashboard will be provided to the Customer for review prior to the Final Dashboard being delivered. The Draft Dashboard is intended to allow the Customer an opportunity to review the Findings and Recommendations prior to finalization. Any response related to the Draft Report must be made within seven (7) days of delivery. The Dashboard reflects the assessment and observations made by The Craneware Group.

Customer Deliverables:

- Confirm department approval of all CDM updates
- Implement updates to the CDM
- Provide updated CDM with changes/modifications to clinical departments
- Ensure clinical charging systems are updated; including manual charge sheets and charge interfaces

Any expansion of this Scope of Work will require an amendment to the contract.

**Purpose:** This project will encompass a Quarterly review of pharmacy charges using Craneware's solutions to provide detailed reports allowing Customer staff the opportunity to correct their systems, including the charge description master file, Formulary, and pharmacy billing system.

**Included Hospital(s):**

San Mateo Medical Center (HCA452)

**Customer Roles:**

Executive Sponsor:

Customer shall designate an Executive Sponsor for the engagement. The Executive Sponsor is typically the CEO, CFO, Vice President of Revenue Integrity, or business office administrator. The Executive Sponsor will be kept apprised of progress with the engagement through completion. The Executive Sponsor may become involved in the engagement if necessary to address barriers to a timely completion.

Project Manager:

Customer will need to designate a Project Manager for the engagement that will have the authority, staff, and other resources reasonably necessary to oversee the project and preparation of any data or software files. The Project Manager shall attend all scheduled calls throughout the course of the engagement. He or she will provide Craneware with an address, phone number and e-mail where he or she can be reached during normal business hours.

**Pharmacy Data Review Phases:**

1. Project Kick-off:

The purpose of the project kick-off is to ensure all stakeholders have a complete understanding of the process and accountabilities. Project kick-off calls include:

- Introductory call with Executive Sponsor to discuss high-level project plan and identify senior leadership's objectives for implementation.
- Introductory call with Project Manager to determine project timeline and identify key stakeholders.

The discussion during the meetings will be based on materials provided to Customer's Project Manager in the data requirement specifications. Customer's Project Manager is accountable for distribution and review of the appropriate these materials to the project team.

The Craneware Group Deliverables:

- Data requirement specification file
- Creation and review of project plan
- Creation and verification of onsite review

Customer Deliverables:

- Distribute and review data requirement specification materials
- Ensure availability of required staff for all calls
- Confirm milestone dates in project plan
- Confirm data extract delivery date to Craneware
- Confirm onsite date for review of models and final model selection

2. Initial Review of Customer Data

Craneware will conduct a comprehensive review of Customer's data to determine high-risk focus areas as follows:

- Purchased drugs that do not exist in the Formulary
- Drugs in the Formulary that are not assigned to the appropriate charge code
- Drugs in the Formulary with an inaccurate price according to established pricing policies provided by the Customer (if provided)
- Drugs in the Formulary that have an incorrect billing conversion factor resulting in posting erroneous billing units
- Drugs with inaccurate billing units, revenue codes, and HCPCS codes for pharmacy items in the Formulary where purchase cost exceeds AWP or ASP (preference of which to be designated by Customer during kick off call) in excess of a 10% tolerance
- Purchased drugs associated with packaged CPT/HCPCS codes not present in the Formulary
- Reimbursable charge items that have a CPT/HCPCS code that does not match Craneware recommended code for the NDC
- Packaged charge items that have a CPT/HCPCS code that does not match Craneware's recommended code for the NDC
- Purchased drugs that have not been billed, or where the purchased units significantly exceed the billed units during a selected date range
- Primary NDC in the Formulary is not the suggested, based on purchase volume

- Items with an assigned revenue code in the Formulary file other than 637, and the route of administration and/or the facilities MAC classifies the item as self-administered
- NDCs that are potentially at risk using the JW Modifier
- Accuracy and completeness of the Formulary file

The Craneware Group Deliverables:

- Analysis of the Formulary file for missing, incorrect, deleted, replaced or invalid CPT/HCPSC codes
- Analysis of current structure of CPT/HCPSC codes and revenue codes
- Analysis of the Formulary file for charges related to non-covered items and services (i.e. Status Indicator E)
- Analysis comparing national drug codes to CPT/HCPSC code
- Analysis and identification of any incorrect multiplier
- Analysis of NDCs eligible for waste billing requirements
- Analysis of purchases not in Formulary
- Analysis of Cost less than AWP/ASP in excess of 10% tolerance
- Generic Volume Reconciliation of purchased drugs vs. billed units
- Primary NDC recommendations based on purchased volume
- Analysis of Waste/Waste Level build

Customer Deliverables:

- Submit an extract of the current Formulary file in the format specified by Craneware
- Submit an accurate twelve (12) month revenue and usage file in the format specified by Craneware
- Review and distribute all Preliminary Review Reports provided, including suggested additions, deletions, and modifications, to meeting attendees

3. Final Reports

Craneware will provide a comprehensive summary Report of findings and recommendations. This report shall include recommendations for improvements in coding, documentation, and charge capture. Following delivery of a draft Report Craneware will conduct a WebEx meeting with project participants (including the Executive Sponsor) to review the Final Report and answer any remaining questions.

The Craneware Group Deliverable:

- Final Report with supporting detail documentation

Customer Deliverables:

- Confirm department approval of all Formulary updates
- Implement updates to the Formulary
- Provide updated Formulary with changes/modifications to clinical departments

**\*\* PREVIOUS SCOPES OF WORK – SCOPES OF WORK PROVIDED FOR REFERENCE ONLY AS THE FOLLOWING APPLICATIONS ARE ALREADY LIVE AND IN USE BY CUSTOMER. \*\***

**Trisus Chargemaster Implementation  
Hospital and/or Professional Chargemaster**

**Purpose:** This document outlines the Scope of Work designed to assist County in maximizing its use of the Contractor Trisus Chargemaster by providing a consultative implementation based on industry best practices and County business model needs. This Scope of Work shall be completed according to defined deliverables and budgeted hours.

**County Roles:**

Executive Sponsor:

County shall designate an Executive Sponsor for the Trisus Chargemaster project. The Executive Sponsor is typically the CEO, CFO, Vice President of Revenue Integrity, or Patient Financial Services Administrator. The Executive Sponsor will be kept apprised of all progress with the Trisus Chargemaster project through completion. The Executive Sponsor may become involved in the project if necessary to address barriers to a timely implementation.

Project Manager:

The facility shall designate a Project Manager for Trisus Chargemaster project, who will have the authority, staff and other resources reasonably necessary to oversee the implementation of Trisus Chargemaster, the preparation of data files and training. The Project Manager shall attend all scheduled calls throughout the course of the implementation. He or she will provide Contractor with an address, phone number and e-mail where he or she can be reached during normal business hours.

**Any onsite events will occur in one centralized location to cover facilities outlined in the Licensed Products and Services Schedule of this Agreement.**

**Trisus Chargemaster Implementation Phases:**

1. Project Kick-off:

The purpose of the project kick-off is to ensure all stakeholders have a complete understanding of the implementation process and accountabilities.

Project kick-off calls include:

- Introductory call with Executive Sponsor to discuss high level project plan and identify senior leadership's goals and objectives for implementation.
- Introductory call with Project Manager to determine project timeline, identify key stakeholders and overview of discovery questionnaire. The Implementation Manager will evaluate the County's current business model and desired future state to provide a recommendation of the appropriate set-up.
- Technical requirements gathering call with facility IT staff to determine required data extracts and application implementation requirements.
- Product review call with applicable facility stakeholders as identified by County to discuss product functionality of the purchased product(s). (If applicable)
- If the Integration for Chargemaster module has been purchased, a separate call will be conducted to determine the necessary charge description master (CDM) fields for successful implementation prior to submitting the CDM data extract.

The discussion during the meetings will be based on materials provided to County's Project Manager in the Starter Pack, County's business model and desired future state. County's Project Manager is accountable for distribution and review of the appropriate Starter Pack materials to the project team.

Contractor Deliverables:

- Technical specifications provided in the Starter Pack URL sent by Contractor Support
- Creation and review of project plan
- Creation and verification of training agenda

County Deliverables:

- Distribute and review Starter Pack materials
- Completion of discovery questionnaire
- Ensure availability of required staff for all calls
- Confirm milestone dates in project plan
- Confirm data extract delivery date to Contractor Support
- Confirm training dates for training completion within 60 days of contract signature

2. Creation of CDM Files:

Trisus Chargemaster requires an extract of County's CDM data for analysis. County shall determine the fields to include in this extract taking into account the information related to CDM Extract Specifications provided in the Starter Pack as well as any additional solutions purchased such as Integration for Chargemaster. Data must be delivered to Contractor Support in a format and database that is compatible with Trisus Chargemaster and complies with Starter Pack specifications. Upon delivery of file extracts to Contractor, County's data shall be reviewed for compliance with Contractor's specifications and templated for use with Trisus Chargemaster.

Contractor Deliverables:

- Conversion of County CDM extract
- Delivery of Trisus Chargemaster file(s)

County Deliverables:

- Creation and delivery of hospital CDM extract to Contractor Support
- Completion of Customization Agreement Form (CAF) to Contractor Support

3. Establishing Connectivity:

County's IT Team are required to read the Recommended Specifications document provided in the Starter Pack. In preparation for implementation of Trisus Chargemaster the County must provide CDM data compliant with Starter Pack specifications. Contractor will provide an IT resource to discuss the configuration of the SFTP connection and file delivery methodology. Trisus uses an SFTP process for the transmission of data to Contractor.

Contractor Deliverable:

- SFTP login credentials
- IP address, Host name/Domain Name/DNS, and Port Number

County Deliverables:

- Ensure availability of IT team member throughout project
- Assure proper network permissions are allowed for Trisus Chargemaster and SFTP configuration are allowed for Trisus Chargemaster file delivery

4. Application Set-up:

Prior to training, the Implementation Manager will complete Facility Administrator training with County's designated users remotely. The Facility Administrator training will include system configuration and security set-up.

Contractor Deliverables:

- Two-hour remote training with County Facility Administrator to ensure proper set-up of Trisus Chargemaster

County Deliverables:

- Prepare a list of County users in accordance with user list template
- Identify Facility Administrator and back-up Facility Administrator
- Ensure availability of Facility Administrator and back-up for remote training

5. Application Training:

In accordance with County's project plan, web-based user training will be conducted on Trisus Chargemaster features and functionality via Contractor Academy prior to training. The training agenda will be customized to the County's specific business model. Participants in the training process typically include:

Trisus Chargemaster Power User(s). As the person(s) who will be primarily responsible for chargemaster maintenance, it is required for this person to complete web-based training and attend all scheduled trainings. The Primary Trisus Chargemaster User(s) include the supervisor.

Facility Administrator Back-up. As the person who will be the back-up Facility Administrator, it is required for this person to complete web-based training and attend all scheduled trainings.

Ancillary Departments/Finance/Billing/HIM Departments. In accordance with the project plan, Contractor will help County determine what portion of the training ancillary users should be involved in based on desired processes.

Contractor Deliverables:

- IF HOSPITAL CHARGEMASTER: Deliver application training in accordance with the project plan not to exceed 20 hours of training for hospital chargemaster
- IF PROFESSIONAL CHARGEMASTER: Deliver application training in accordance with the project plan not to exceed 8 hours of training for professional chargemaster
- IF HOSPITAL AND PROFESSIONAL: Deliver application training in accordance with the project plan not to exceed 24 total hours of training for both hospital and professional chargemaster
- Deliver Implementation Findings Summary to County post-training

County Deliverables:

- Completion of web-based training via Contractor Academy
- Ensure availability of required staff for entire training
- Provide a physical meeting space, conducive to learning, which has a projector and screen for the duration of training if onsite

6. Future State Process Map:

During training, the Contractor Implementation Manager will work with the County to design future state integrating Contractor solutions within the County's business processes. This will be done through utilizing industry and Contractor best practices integrating Contractor solutions, analysis and observations through assessments including discovery questionnaire, role assessments, and SIPOC of current state.

Contractor Deliverables:

- Future state process map integrating Trisus Chargemaster into business operations

County Deliverable:

- Participation in process mapping exercises including but not limited to: current state assessment, role assessments, and SIPOC of current state.

7. Basic Workflow Set-up:

During training, the Contractor Implementation Manager shall set-up one basic workflow review policy for the County. The review policy shall apply to all GLs. County will be trained on how to create additional review policies. County shall also be trained on how to modify review policies.

Contractor Deliverables:

- Set-up of one basic workflow review policy
- Train County on how to create and modify review policies

County Deliverable:

- Attend web-based Contractor Academy module for Workflow Change Request Process

8. Follow-up Software Training:

During the first 12 months of the contract, the County will have the ability to request a second training session. This session will include accessibility to a member of the County Success Team for up to 2 days to complete refresher and/or advanced functionality training. The follow-up session must occur within one year of contract signature. The agenda will be mutually agreed upon by County and Contractor. Should the County choose to decline the follow-up training, they shall provide this direction in writing to Contractor.

Contractor Deliverable:

- Training (2 days) within first twelve months of contract

County Deliverables:

- Specify training date preference of follow-up session
- Ensure availability of required staff during all follow-up training sessions

## **Integration for Chargemaster Management – Trisus Chargemaster**

**Purpose:** This document outlines the Scope of Work to assist County in maximizing use of Contractor's Trisus Chargemaster (TCHG), previous Chargemaster Toolkit (CMT), solution through the posting of changes initiated within TCHG to the County's patient accounting system (PAS). A suite of technologies is deployed to achieve this end and are marketed as Integration for Chargemaster Management (ICM). During the Requirements Gathering phase of implementation, Contractor staff shall select from among the following modules within ICM to align with County's chargemaster business model and PAS.

**Standard Import Extract (Configuration 1)** – Newly available in 2019, Contractor staff will install an extract tool and set up the data extract(s) from TCHG consistent with standard import specifications of the County's PAS. County's TCHG file extract must conform to the requirements to supply required data fields.

**Interface Scripting (Configuration 2)** - The Interface Scripting technology requires installation of an interface program together with a collection of "scripts" to instruct the interface program how to update County's PAS. These scripts vary with each type of system (we have templates for more than fifty different systems). This configuration is not applicable for EPIC.

This Scope of Work shall be completed according to defined deliverables and budgeted hours.

### **Implementation Steps:**

#### Requirements Gathering Meeting (RGM)

A designated County Services Representative will arrange a Requirement Gathering Meeting between Contractor and the appropriate staff at County's facility to review County's business model and determine appropriate set up configuration. This meeting will help Contractor understand County's local system configuration and provides an opportunity to ask questions about the integration process.

#### Contractor Deliverable:

- Assignment of Staff and review of County's current processes.

#### County Deliverables:

- Ensure participation of appropriate staff in meeting.
- Demonstrate the charge build/update process visually within County's PAS and/or provide examples of upload files for review.

### **Configuration 1: Standard Import Extract**

- a. Review and validation of County TCHG file against Standard Upload Requirements (re-implementations only)  
County shall either supply a new TCHG file export or provide additional fields to their existing TCHG file export as a result of any change in PAS or migration in Contractor import technology, and in accordance with the requirements of the File Specifications Documentation.
- b. Installation of Exporter Tool  
Contractor will assist the County in the installation of the Exporter Tool. This is typically done through a remote session organized by the Contractor team.
- c. Configuration of File Extract from TCHG  
The Contractor team will configure TCHG to create an extract of the County's data within TCHG to the format required for import back to the PAS.
- d. Testing of Export File using Import Tool  
On completion of configuration, Contractor will assist the County with the creation of an extract from TCHG for testing. To protect the integrity of County's PAS this phase is normally performed in a test mode (possibly a training or demo mode). It is important that the test environment of County's system behaves identically to their live environment. If this is not the case, then County may choose to use their live system for testing.

### **Configuration 2: Interface Scripting Module (ISM)**

- a. CDM File Extract (County Responsibility for re-implementations due to change in PAS only)  
County shall either supply a new CMT file export or provide additional fields to their existing CMT file export as a result of any change in PAS in accordance with the requirements of the File Specifications Documentation.

#### County Deliverable:

- Ensure all data elements required for successful scripting are in the CDM extract.

- b. Preparation of Scripts (Contractor Responsibility)

The ISM Team will develop the necessary scripts for CMT to interact with County primary PAS. These scripts will be based on the information gathered at the Requirements Gathering Meeting. This stage is the responsibility of Contractor. This stage cannot be completed until Step a. is either complete or has been deemed unnecessary.

Contractor Deliverable:

- Initial development of the scripts. The scripts will be based on the information gathered during the RGM and will require full testing after installation.

c. Script Installation & Testing Meeting

Contractor's ISM Engineer will debug scripts by testing updates through the PAS. The duration of this phase is typically from two (2) to eight (8) hours depending on the selected interface.

On completion of writing scripts, Contractor ISM Engineer will arrange a second remote access session during which the scripts will be placed in the existing shared folder set aside for CMT on County's server. Contractor ISM Engineer will also perform reasonableness checks to confirm that the scripts work as intended. To protect the integrity of County's PAS this phase is normally performed in a Test Mode (possibly a Training or Demo mode). It is important that the test environment of County system behaves identically to their environment. If this is not the case, then County may choose to use their live system for testing.

Contractor Deliverables:

- Installation and debugging of draft scripts.
- Training of County on the usage of ISM.
- Supply ISM troubleshooting guide and the Trigger and Associated Column Documentation

County Deliverables:

- Provide Contractor login for County PAS. This is optional, based on the type of interface. If scripts are required to enter data into the PAS or upload a file into the PAS this is a requirement. The login must provide access to both live and test environments of the PAS.
- Access to Personal Computer or Virtual Machine from which the scripts will be run.
- ISM testing requires a number of new charge codes (typically 5), that do not presently exist in the PAS, be created in CMT. These are then used to test the scripts.

d. County User Acceptance Testing

Contractor ISM Engineer will write, install and test scripts in accordance with County requirements provided during RGM call. As with any new system there may be some unexpected scenarios that cause minor issues with County scripting process in the first few weeks of operation. These are sometimes caused by minor errors in the scripts, or requirements not discussed at the initial Requirements Gathering Meeting.

Contractor Deliverable:

- Adjust scripts based on outcome of County testing.

County Deliverable:

- Test initial scripts, and report issues to Contractor ISM Engineer to be addressed.

## **Trisus® Supplies Assistant Implementation**

**Purpose:** This document outlines the Scope of Work designed to assist County in maximizing its use of the Contractor Trisus Supplies Assistant solution by providing web-based training. This Scope of Work shall be completed according to defined deliverables and budgeted hours.

### **County Roles:**

The facility shall designate a Prime Contact for Trisus Supplies Assistant that will have the resources reasonably necessary to implement Trisus Supplies Assistant, consisting of the submission of data files and training. He or she will provide Contractor with an address, phone number and e-mail where he or she can be reached during normal business hours.

### **Trisus Supplies Assistant Implementation Phases:**

#### **1. Project Introduction:**

The purpose of the project introduction is to ensure the Primary Contact has a complete understanding of the implementation process for Trisus Supplies Assistant.

Project introduction call includes:

- Technical requirements gathering call with facility IT staff to determine required data extracts and implementation requirements.
- Product review call with applicable facility stakeholders to discuss product functionality of the purchased product. (If applicable)

The discussion during the meetings will be based on materials provided to County's Primary Contact in the Starter Pack. County's Primary Contact is accountable for distribution of Starter Pack materials to the appropriate staff responsible for file extracts and setting up users.

#### **Contractor Deliverable:**

- Technical specifications provided in the Starter Pack URL sent by Contractor Support

#### **County Deliverables:**

- Distribute and review Starter Pack materials
- Ensure availability of required staff for call and training
- Confirm Item Master and Purchase data extract delivery date to Contractor Support

#### **Optional Item Master and Purchase Files:**

Trisus Supplies Assistant provides the ability to search Contractor's proprietary content for HCPCS and UNSPSC coding. File extracts of County's Item Master and Purchase data may be submitted by County to enhance Contractor Trisus Supplies Assistant data content. County shall determine the fields to include in its extract taking into account information provided in the Starter Pack. We recommend a minimum of 6 months of purchase data. Data must be delivered to Contractor Support in a form that is compatible with the Starter Pack requirements. Upon delivery of file extracts to Contractor, County's data shall be reviewed for compliance with Contractor's specifications and templated for use. Contractor reserves the right in its sole discretion to incorporate additional content as it deems commercially reasonable during the initial year of the Agreement.

#### **County Deliverable:**

- Creation and delivery of optional hospital Item Master and Purchase File extracts to Contractor Support

#### **2. Set-up:**

The Professional Services resource will confirm connectivity to Trisus Supplies Assistant, provide an initial overview of features and functionality and complete Supervisor training with County's designated super user or Primary Contact via WebEx.

#### **Contractor Deliverables:**

- One hour WebEx session with County super user to ensure proper knowledge of how to use Trisus Supplies Assistant
- Delivery of Trisus Supplies Assistant Training Manual

#### **County Deliverables:**

- Prepare a list of County users in accordance with user list template
- Assure proper network permissions are allowed for Trisus Supplies Assistant users
- Identify super user and back-up super user

#### **3. Training:**

User training will be conducted on Trisus Supplies Assistant features and functionality. Participants in the training process typically include:

- Primary Trisus Supplies Assistant User(s). As the person(s) who will be primarily responsible for using Trisus Supplies Assistant, it is required for this person to attend all scheduled trainings. The Primary Trisus Supplies Assistant User(s) is typically the super user.
- Primary User Back-up. As the person who will be the back-up super user, it is required for this person to attend all scheduled trainings.
- Ancillary Surgery Departments/Finance/Billing/HIM Departments. In accordance with the project plan, Contractor will help County determine what portion of the training ancillary users should be involved in based on desired processes.

Contractor Deliverable:

- Deliver software training in accordance with the project plan not to exceed two (2), one (1) hour sessions of training delivered via WebEx

County Deliverable:

- Ensure availability of required staff for entire training

4. Follow-up Training:

During the first 12 months of the contract, the contract County will have the ability to request a follow up WebEx training.

Contractor Deliverable:

- WebEx training within first twelve months of contract

County Deliverable:

- Specify training date preference

## **EXHIBIT D**

### **CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)**

Contractor recognizes and is fully dedicated to advancing San Mateo Medical Center's (SMMC) commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Contractor will comply with all Federal, State or other governmental health care program requirements.

Contractor, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,  
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

Contractor, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit Contractor to this Code of Conduct, and has committed Contractor to comply with this Code of Conduct.

# COUNTY OF SAN MATEO



## Exhibit E

### Vendor/Contractor Access Policy

Policy Update: 10/22/2018

#### Overview

Vendors/Contractors play an important role in the support of hardware and software management for San Mateo County. They may be required to access, configure, maintain, and provide emergency support for systems. As a result, the vendor/contractor can be exposed to sensitive data or the need to connect to the County's network may expose the County to unwanted virus or security threats.

#### Policy Purpose

The purpose of this policy is to establish rules and responsibilities for the vendors/contractors who require not only physical access but also access to the County's network and information resources. This policy is intended to minimize potential exposure from damages and to mitigate any liability to the County as a result of unauthorized use.

#### Scope

This policy applies to all vendors/contractors who require access to County facilities as well as access to the County's network using non-County owned computing devices to perform work on behalf of the County. This policy also applies to all portable computers (laptops) and portable computing devices (devices that have similar hardware and software components used in personal computers such as a tablet PC).

#### Policy

Vendor/contractors shall:

- A. Only use information and systems for the purpose of the business agreement with County and any information acquired in the course of the agreement shall not be used for personal purposes or divulged to others.
- B. All contractors and vendors contracting with the County shall provide a list of its employees that require access to the County's system and data pursuant to the agreement.
  1. The list shall be updated and provided to the Departments and Chief Information Officer (CIO) or his/her designee within 24 hours of staff changes.
- C. Safeguard all County data by:
  1. Utilizing data encryption to protect information on computing devices.
  2. Securing the computing device at all times; especially if the device is left unattended for any length of time.

3. Implementing precautions to prevent others from viewing on-screen data in public areas.
  4. Notifying the County immediately if the mobile device containing County data or used in the performance of County activities is lost or stolen.
  5. Not downloading, uploading, or maintaining, on a computing device, any information that is considered sensitive without authorization of his/her Project Manager or Department Head or his/her designee.
- D. Vendor/contractor shall use unique accounts and password management that complies with the County's Information Technology (IT) Security Policy.
1. All passwords and accounts shall be unique to the vendor/contractor and shall not be shared.
- E. Vendor/Contractor shall take reasonable steps to protect against the installation of unlicensed or malicious software.
1. All commercial software installed must have a valid license and that the terms, conditions, and copyright laws shall be strictly followed.
- F. All County-owned software installed on the computing device must be removed when the vendor/contractor services are terminated.
1. Upon termination of work, the vendor/contractor shall return or destroy all County information and data as well as provide written certification of that return or destruction within 24 hours.
- G. Remote access rules and procedures shall be strictly adhered to.
1. Remote access usage must be confined to provide support for County systems; personal use shall be strictly prohibited.
- H. In the event that a vendor/contractor disposes of a computing device containing County's confidential information and/or data, the device must be sanitized in such a way that does not allow for the retrieval of data and by Department of Defense (DOD) standards.
1. Alternatively, computing devices may be physically destroyed by a method that leaves the device's data unrecoverable.
- I. Vendor/contractor understands that its written security protocols for County-related business shall be available for inspection by the County upon request.
1. For the period that the computing device is on the County's network, there is no expectation of privacy with regard to the contents of the device despite the fact that it is a privately-owned equipment.
- J. Vendors/contractors must wear visible identification and if issued a County cardkey, the cardkey must be visible at all times. Use of another individual's cardkey is expressly prohibited.
- K. Vendor/Contractor access to County data center(s) must be authorized and approved in writing by the Chief Information Officer (CIO) or his/her designee.

## **Responsibilities**

The vendor/contractor will be responsible for assuring that anti-virus software, with scanning and update services be applied, is installed on its computing device used for County business and that the anti-virus software meets the requirements as set forth in the County's IT Security Policy and the Virus, Patch, and Vulnerability Management Policy. Vendor must also ensure that all computing devices have operating system security patches installed and are updated on a regular basis.

Additionally, computing devices, such as laptops and/or tablets, must include an approved encryption program with configuration that meets or exceeds the County's IT Security Policy.

Vendor/Contractor device(s) may connect directly to the County network with express written approval from the CIO or his/her designee. The Vendor/Contractor must verify to the County that the device(s) have been patched, virus protected, and encrypted. Vendors using devices without approved software and encryption will not be permitted to connect to the County's network.

It is also the responsibility of the vendor/contractor to be familiar with the following policies to ensure its adherence:

- IT Security Policy
- Internet Usage Policy
- Email Policy (if applicable)
- Virus, Patch, and Vulnerability Management Policy
- Data Center Policy

### **Policy Enforcement**

The Director of ISD (CIO) is the policy administrator for information technology resources and will ensure this process is followed. Additionally, Division Directors, Department Heads, and managers are responsible for compliance with County policy within their respective administrative areas.

Those vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

### **Revision History**

<b>Effective Date</b>	<b>Changes Made</b>
November 1, 2004	Policy established
October 22, 2018	Policy updated

## EXHIBIT F – THE CRANWARE GROUP MASTER AGREEMENT CURRENT VERSION OF ONLINE TERMS AND CONDITIONS

*Last Revised: April 17, 2023*

**I. Entire Agreement.** The Agreement, along with its exhibits, online terms, and all Order Forms, each of which is incorporated into the Agreement, constitutes the entire Agreement between Craneware and Customer regarding the Services described in the Agreement, superseding all previous agreements pertaining to Services described herein. All prior agreements, representations, warranties, statements, requests for proposals, negotiations, understandings and undertakings are superseded hereby and Customer hereby represents and acknowledges that in entering into this Agreement that it did not rely on representations or warranties other than those explicitly set forth herein. This Agreement may only be modified through written agreement signed by an authorized agent of each party, and no oral modifications shall be effective to change the terms and conditions of this Agreement.

**II. Severability.** If any provision of this Agreement is held illegal or unenforceable, that provision will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

**III. Force Majeure.** Other than an obligation to pay money, neither party will be liable to the other party for any delay or failure in its performance of this Agreement to the extent that such delay or failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, governmental actions, fires, explosions, labor disputes, war, terrorism, riots, inability to obtain energy (each, a “Force Majeure”), provided, that the non-performing party promptly furnishes notice to the other party and resumes performance as soon as practicable.

**IV. Non-waiver.** Failure by either party to enforce any of the terms and conditions of this Agreement shall not be construed as a waiver of its rights. No waiver shall be effective unless expressly made, denominated as a “waiver” and reduced to writing, and signed by an authorized agent of the waiving party.

**V. Assignment.** Neither party may assign its rights under this Agreement unless the provisions of this Agreement are fully binding on any such permitted assignee and the assignee assumes the assignor's obligations under this Agreement and all order forms. Either party may assign this Agreement to an entity acquiring all or substantially all of its assets or shares through an acquisition or merger. In the event Customer has more than one Facility or Contracted Entity, as the case may be, and Craneware permits Customer to assign its rights under this Agreement with regard to any of its Facilities or Contracted Entities listed on any Order Form, Craneware will reduce the annual fee owed by Customer for its remaining Facility/ies or Contracted Entities by the lesser of (1) the percentage of Facilities or Contracted Entities being assigned relative to the total number of Facilities or Contracted Entities listed on any Order Form prior to assignment (excluding any “Integrated Entities” for which no separate fees were charged); (2) the percentage of total beds of the Facilities or Contracted Entities being assigned relative to the total number of beds in all Facilities or Contracted Entities listed on any Order Form; or (3) 15%. Craneware reserves the right, at its sole discretion, where deemed appropriate by Craneware, to charge additional fees for training assignee's personnel who have not received Craneware training prior to the assignment if such training is requested by the assignee.

### **VI. Service Warranties and Disclaimers.**

**a. Warranties.** Craneware warrants for the Term of this Agreement:

i. that Craneware has sufficient rights in the intellectual and other property delivered to Customer under this Agreement to execute, deliver and perform its obligations under this Agreement and to grant Customer the rights hereunder. Craneware reserves the right to include in the Services delivered to Customer intellectual

property and/or data collections owned and developed by third parties. Craneware warrants that Craneware has lawfully acquired the right to include such third-party intellectual property or data in the materials delivered to Customer; and

ii. that to the best of Craneware's knowledge there is no Virus in any portion of the Services which will be delivered to Customer and that it has used commercially reasonable efforts to ensure that the Services delivered to Customer are free of computer Viruses and have undergone Virus checking procedures consistent with industry standards. The term "Virus" as used in this Agreement means (a) any computer code designed to disable, disrupt or damage Customer's use of the Services delivered to Customer by Craneware or Customer's computer network, or (b) or damage or destroy any data or files residing on Customer's computer system without Customer's consent.

**b. Performance Warranty Fulfillment.** Craneware will, upon request or through on-line support, diagnose and rectify any material and reproducible malfunction in the operation of the Services except in those circumstances where the fault arises out of (1) the improper use, operation or neglect of the Services or any equipment (2) modification or merger of the Services with software not delivered to Customer by Craneware (3) Customer's failure to implement recommendations or solutions provided to Customer by Craneware (4) failure to complete minimum required training (5) any adjustment of the Services or third-party software or data delivered to Customer by Craneware or (6) any failure to properly use the Services provided to Customer by Craneware.

**c. Craneware Disclaimer of Warranties.** ALL WARRANTIES AND REPRESENTATIONS, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT ARE HEREBY DISCLAIMED INCLUDING, BUT NOT LIMITED TO, (1) ANY IMPLIED WARRANTY UNDER ANY STATE OR FEDERAL STATUTE OR REGULATION OR COMMON LAW DOCTRINE (2) ANY WARRANTY OF ERROR-FREE OR UNINTERRUPTED SERVICE (3) ANY WARRANTY PERTAINING TO THE PERFORMANCE OF SOFTWARE OR HARDWARE DELIVERED TO CUSTOMER BY ANY PARTY OTHER THAN CRANEWARE (4) ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, CUSTOMER IS SOLELY RESPONSIBLE FOR THE SELECTION OF SERVICES (5) ANY WARRANTY OF INTEROPERABILITY WITH PRODUCTS AND SERVICES NOT DELIVERED TO CUSTOMER BY CRANEWARE (6) ANY WARRANTY OF MERCHANTABILITY (7) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**d. Customer Acknowledgment.** Customer acknowledges and agrees: (i) claims regulations are subject to interpretation by the applicable governmental or private payor, and Craneware neither represents nor guarantees a governmental or private payor will not interpret a claims regulation in a manner inconsistent with the interpretations suggested by the Services; (ii) the Services may not detect all errors or irregularities; (iii) not all errors or irregularities detected through the Services will prove, on review, to be actual errors or irregularities; (iv) errors or irregularities in claim submissions to governmental or other payors can lead to criminal and/or civil liability for false, fraudulent, or otherwise improper claims; and (v) Customer will be solely responsible for all submissions of claims to payors, including accuracy and propriety, determining whether any submission contains errors, and for all action necessary to disclose or correct such errors.

**VII. American Hospital Association Disclaimer.** Except as set forth in this section, Health Forum (a subsidiary of the American Hospital Association) provides the licensed content "as is", and expressly disclaims all warranties, conditions, representations, indemnities and guarantees, whether express or implied, arising by law, custom, or prior oral or written statements by Health Forum with respect to the licensed content (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title, and non-infringement, accuracy, timeliness, and completeness) to the maximum extent allowed by law. Health forum further disclaims, and shall have no liability for any errors, omissions or inaccuracies in the licensed content or any uses, misuses or interpretations of the information contained in or not contained in the licensed content. Health Forum also does not warrant that the licensed content will be accessible in any particular hardware/software environment. Customer shall be solely responsible for the use, efficiency and suitability of the licensed content. Customer acknowledges and agrees that

Health Forum and its Affiliates are the sole owners of all right, title and interest, including all Intellectual Property Rights, in and to the licensed content and any modifications thereto provided by Health Forum and its Affiliates. Nothing in this Agreement constitutes any transfer of ownership of any patent, copyright, trademark, trade secret, trade dress, contractual rights protecting proprietary database compilations or other similar proprietary rights or claims available under the laws of the United States, any state thereof, or any foreign country ("Intellectual Property Rights"), and Health Forum or its Affiliates shall retain all ownership rights in the Intellectual Property Rights embodied by and incorporated in the licensed content. Customer will not distort, misuse, diminish, infringe, dilute, contest or challenge (or assist others to so do) Health Forum's and its Affiliates' rights in, ownership of and registrations or applications for registration of the Intellectual Property Rights embodied by and incorporated in the licensed content. Customer also agrees not to use any Intellectual Property Rights owned by Health Forum or its Affiliates except as expressly permitted by this Agreement. In no event shall Health Forum or its affiliates be liable for any indirect, special, or consequential (including lost profits), exemplary or punitive damages arising out of or related to this Agreement, or Health Forum's performance or breach of this Agreement, even if Health Forum has been advised of the possibility of such damages. Neither Health Forum's nor its Affiliates' liabilities under this Agreement, if any, shall exceed the fees received by Health Forum in the twelve (12) month period prior to the date Craneware gives Health Forum notice of any dispute. Extraction of Health Forum's content from the Services is prohibited. U.S. Government right to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 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 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

#### **VIII. American Medical Association Disclaimer.**

a. *U.S. Government Rights.* This product includes CPT and/or CPT® Assistant and/or CPT® Changes and/or CPT® Friendly Data and/or CPT® Knowledge Base and/or SNOMED CT® Maps, and/or CPT® Consumer Friendly Data which are commercial technical data which were developed exclusively at private expenses 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.

b. CPT, CPT Assistant, CPT Changes, CPT Consumer Friendly Data, CPT® Knowledge Base, SNOMED CT® Maps and CPT® Consumer Friendly Data are copyrighted by the AMA. CPT is a registered trademark of the AMA.

c. The license granted by the Agreement, if any, is a nontransferable, nonexclusive license, for the sole purpose of internal use by Customer.

d. 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 Services, or a copy or portion of the Services.

e. Provision of updated Editorial Content in the Services is dependent on continuing contractual relationship between Craneware and the AMA. Customer grants Craneware permission to provide the AMA with Customer's name.

f. Customer must ensure that anyone with authorized access to the Services will comply with this section of the Agreement. Customer may only make copies of the Services for back-up or archival purposes. All

notices of proprietary rights, including trademark and copyright notices, must appear on all permitted back-up or archival copies made.

g. "Users" of CPT Assistant, CPT Editorial Content, and CPT Consumer Friendly Data contained in the Services are defined as follows:

(i) accesses, uses, or manipulates CPT Editorial Content and/or SNOMED CT Maps, as applicable, contained in the Services; or (ii) accesses, uses, or manipulates the Services to produce or enable an output (data, reports, or the like) that could not have been created without the CPT Editorial Content and/or SNOMED CT Maps, as applicable, embedded in the Electronic Services even though CPT Editorial Content and/or SNOMED CT Maps, as applicable, may not be visible or directly accessible; or (iii) makes use of an output of the Services that relies on or could not have been created without the CPT Editorial Content and/or SNOMED CT Maps, as applicable embedded in the Services even though CPT Editorial Content and/or SNOMED CT Maps, as applicable, may not be visible or directly accessible; or (iv) for users of CPT Assistant, and/or CPT Changes Editorial Content and/or CPT Knowledge Base, and/or SNOWMED CT Maps are defined by the AMA as an individual who accesses or has access to CPT Assistant, and/or CPT Changes Editorial Content, and/or CPT Knowledge Base, and/or SNOWMED CT Maps respectively contained in the Services; or (v) for Users of CPT Consumer Friendly Data are defined by the AMA as an individual User who is not a healthcare professional and who accesses, uses or manipulates CPT Consumer Friendly Data contained in the Services for the purpose of understanding CPT data included on a bill, explanation of benefits or patient portal.

Customer shall work with Craneware as needed to accurately count Users as defined above for CPT, and/or CPT Assistant Editorial Content, and/or SNOMED CT Maps, and/or CPT Changes and/or CPT Knowledge Base as contained in each Service, as applicable. Customer shall work with Craneware to report the accurately counted number of Users of CPT and/or CPT Assistant Editorial Content and/or SNOMED CT Maps, as contained in each Service, as applicable (in order that Craneware may accurately report and pay royalties to the AMA).

h. Editorial Content as contained in the Services is provided "as is" without any liability to the AMA, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data or that it will meet the Customer's requirements. The AMA sole responsibility is to make available to Craneware replacement copies of the Editorial Content if the data is not intact. The AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in Editorial Content.

i. The AMA is a third-party beneficiary of this section.

j. Customer is limited to printing or downloading CPT® Assistant and/or CPT® Changes and/or CPT® Consumer Friendly Data and/or CPT Knowledge Base and/or SNOWMED CT® Maps Editorial Content and/or CPT Consumer Friendly Data from the Services solely for its own internal use, without any modification to the content, and in such a way that the appropriate citation to the AMA's rights is included.

k. INFORMATION PROVIDED BY THE AMERICAN MEDICAL ASSOCIATION (AMA) IS FOR MEDICAL CODING PURPOSE ONLY, AND DOES NOT CONSTITUTE CLINICAL ADVICE, DOES NOT DICTATE PAYER REIMBURSEMENT POLICY, AND DOES NOT SUBSTITUTE FOR THE PROFESSIONAL JUDGEMENT OF THE PRACTITIONER PERFORMING A PROCEDURE, WHO REMAINS RESPONSIBLE FOR CORRECT CODING. INFORMATION OBTAINED FROM CPT® KNOWLEDGE BASE DOES NOT REPLACE THE AMA'S CURRENT PROCEDURAL TERMINOLOGY AND OTHER APPROPRIATE CODING AUTHORITY. THE INFORMATION CONTAINED IN THE CPT® KNOWLEDGE BASE SHOULD ONLY BE USED AS A GUIDE FOR YOUR OWN USE AND SHOULD NOT BE DISSEMINATED IN ANY WAY. IN NO EVENT IS THE AMA LIABLE TO YOU FOR ANY LOSS OR DAMAGE.

**IX. American Dental Association Disclaimer.** To the extent the Services subscribed by Customer contain the intellectual property of the American Dental Association, the following disclaimers shall apply: (a) The Code on Dental Procedures and Nomenclature is published in Current Dental Terminology (CDT), Copyright © American Dental Association (ADA), all rights reserved; and (b) to the extent the Services subscribed by or contracted for by Customer contain CDT, Customer's license to the Services permits Customer only to utilize CDT embedded within the Services. If Customer wishes to make additional use of CDT not embedded within the Services, the right to same can only be provided by the ADA.

**X. Truven Health Analytics Disclaimer.** To the extent the Services subscribed by or contracted for by Customer contain any intellectual property of Truven Health Analytics (an IBM Watson Company, "THA"), the following disclaimers shall apply:

a. Customer's subscription to the Services permits Customer only to utilize THA's content embedded within the Licensed Products or Services. If Customer wishes to make additional use of such intellectual property not embedded within the Services, the right to same can only be provided by THA.

b. The information contained in the Services obtained from THA is intended as an educational aid only. All treatments or procedures are intended to serve as an information resource for physicians or other competent healthcare professionals performing the consultation or evaluation of patients and must be interpreted in view of all attendant circumstances, indications and contraindications. The use of THA products is at your sole risk. The products and services of THA are provided 'as is' by Truven Health Analytics to Craneware for subscription or contracting, without warranties from THA to Customer of any kind, express or implied. THA makes no representation or warranty as to the accuracy, reliability, timeliness, usefulness or completeness of any of the information contained in the products. Additionally, Truven Health Analytics makes no representation or warranties as to the opinions or other service or data you may access, download, or use as a result of use of the Truven Health Analytics products. All implied warranties of merchantability and fitness for a particular purpose or use are hereby excluded. Truven Health Analytics assumes no responsibility or risk for your use of the Truven Health Analytics products embedded within the Services.

c. Craneware warrants that through its contract with THA, Craneware has the right to sublicense, subscribe or make available THA's intellectual property to Customer (the "THA Property"). Use of the THA Property by, or for the benefit of, a third party not affiliated with your organization, or otherwise, is prohibited. Use of the THA Property is restricted to the United States. Customer is prohibited from placing the THA Property on, or making the Property accessible via, the Internet. This Agreement implies no passing of title or any right or interest in the THA Property to Customer, all rights either stated or implied remain with Truven Health Analytics. Reverse engineering, disassembly or decompilation of the THA Property is prohibited. Customer is required to retain and ensure that all disclaimer notices as contained in the THA Property are displayed. Assignment, transfer or duplication of the THA Property is prohibited, except one copy may be made for back-up purposes. Customer is required, upon expiration or termination of this Agreement, to discontinue all use of the THA Property, and to destroy all copies thereof, as well as all Documentation. Customer is prohibited from using any version of the THA Property, other than the most current version. The THA Property is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose and without any liability to Truven Health Analytics or Craneware, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data, or that it will meet your requirements. Truven Health Analytics and Craneware disclaim responsibility for any consequences or liability attributable to or related to any use, misuse, or interpretation of information contained or not contained in the THA Property. IN NO EVENT SHALL THA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY ANY OTHER PARTY, WHETHER IN AN ACTION IN CONTRACT (INCLUDING PURSUANT TO ANY INDEMNITY GIVEN IN THIS AGREEMENT) OR TORT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CRANEWARE OR TRUVEN HEALTH ANALYTICS' LIABILITY FOR ANY CLAIMS OR DAMAGES WHATSOEVER, WHETHER ARISING PURSUANT TO ANY INDEMNITY, CONTRACT, IN TORT OR

OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNTS RECEIVED BY THA WITH RESPECT TO THE PARTICULAR TRANSACTION WHICH GIVES RISE TO THE LIABILITY.

d. Customer shall restrict use of any information generated or provided by the THA Property, in connection with the treatment of patients, to a licensed healthcare professional directly connected with Customer's organization, either as an employee or an authorized affiliate; and then, only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between Customer and Truven Health Analytics, Customer assumes full responsibility for ensuring the appropriateness of using and relying upon the information in view of all attendant circumstances, indications and contraindications. As between Customer and Truven Health Analytics, Customer acknowledges and agrees:

The prices contained in Truven Micromedex data are based on data reported by manufacturers. THA has not performed any independent analysis of the actual prices paid by wholesalers and providers in the marketplace. Thus, actual prices paid by wholesalers and providers may well vary from the prices contained in this database and all prices are subject to change without notice. Please refer to the "AWP Policy" in the product for more information.

e. Customer must ensure that anyone with authorized access to the Services will comply with the provisions of this Agreement.

**XI. Privacy and Access to Records.** Craneware agrees to comply with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d ("HIPAA"), as amended, along with any current and future regulations promulgated thereunder, including the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), as amended from time to time (collectively referred to herein as "HIPAA Requirements"). Craneware may use or disclose Protected Health Information (as defined in the Federal Privacy Regulations, herein "PHI") or Individually Identifiable Health Information (as defined in the Federal Security Regulations): (i) in furtherance of the objectives of this Agreement; (ii) for the benefit of Customer's operations; (iii) in calculating or aggregating such data to obtain non-PHI values related to Customer or a specific Customer site or facility for tracking potentially-desirable key performance indicators; (iv) in calculating industry benchmarks for Customer allowing the comparison of Customer's PHI against aggregated PHI, de-identified data (formerly containing PHI), or non-PHI data across Craneware's software applications or platform to identify additional applications or services potentially providing Customer with enhanced revenue, savings, or operational improvements; (v) and in combining such data with third-party data to provide Customer with a patient-specific view of medications and claims, all consistent with HIPAA. Craneware agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements in accordance with 42 CFR Subpart D § 402.300 and subsequent Sections. Craneware agrees to make available, upon request, its books, documents and records to Customer or to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, to the extent that such books, documents, and records are necessary to certify the nature and extent of Customer's costs and payment for Services provided by Craneware. Such books, documents, and records shall be preserved and available for four (4) years after the furnishing of Services by Craneware.

**XII. Confidential Information.** "Confidential Information" shall mean all proprietary, secret or confidential information or data, including pricing and other costs associated with all applications and services described in any Order Form (subject to any applicable open records act or freedom of information act) relating to either party and their respective operations, employees, services, patients or customers. Each party acknowledges that if it receives Confidential Information, it shall: (a) maintain the Confidential Information in strict confidence; (b) use at least the same degree of care in maintaining the secrecy of the Confidential Information as it uses in maintaining the secrecy of its own proprietary, secret, or confidential information, but in no event less than a reasonable degree of care or beneath the level required by the applicable

Uniform Trade Secret Act; (c) return or destroy all documents, copies, notes, or other materials containing any portion of the Confidential Information upon request by the other party. Customer shall neither use nor disclose Craneware's Confidential Information to outside consultants nor permit outside consultants to access or utilize Craneware's Confidential Information or the Services absent Craneware's prior express written approval. Each party shall assume full liability for (i) infringement of the disclosing party's intellectual property rights caused by any receiving party's consultant, employee, or independent contractor; (ii) breach of this Agreement's confidentiality restrictions by any such third-party; and (iii) any breach of any other duty, obligation or restriction agreed to by Customer under this Agreement committed by such third-party. Nothing in this Agreement shall be construed to grant any third-party "third party beneficiary" status under this Agreement. Neither party shall disclose the terms of this Agreement to any other person or entity outside its organization and affiliates other than its professional advisors or as required by law or applicable regulatory body. For purposes of this provision, an affiliate is an entity in which a party maintains an ownership position in or by, and the disclosure is required so that the disclosing party may fulfill its obligations hereunder or as required by law or applicable regulatory body. Neither party shall have any obligation concerning any portion of the Confidential Information which: (a) was known to it before receipt, directly or indirectly, from the disclosing party; (b) is lawfully obtained, directly or indirectly, by it from a non-party which was under no obligation of confidentiality; (c) is or becomes publicly available other than as a result of an act or failure to act by the receiving party; (d) is required to be disclosed by the receiving party by applicable law, regulatory body, or legal process; or (e) is developed by the receiving party independent of the Confidential Information disclosed by the disclosing party. The parties agree that the terms of this Agreement (including all Exhibits) are confidential and shall not be disclosed by either party, directly or indirectly, in any way, without the advance written consent of the other party; provided that the names of the parties (and usernames of authorized users) hereto are not confidential. Notwithstanding anything to the contrary in this Section, Craneware may disclose Customer's confidential and proprietary information to its employees, contractors, officers, directors, attorneys, accountants, or lenders who have a valid need to know such confidential and proprietary information and who are informed of the confidentiality of this Agreement and their obligation to be bound by the confidentiality terms of this Section. Craneware may make use of all data received by or for Customer, including Customer's Confidential Information, for benchmarking purposes, for the benefit of Craneware's customers' operations, and for product development and functionality. Craneware may use PHI as permitted or required to fulfill its obligations under this Agreement or any underlying service agreement between the parties and/or for data aggregation (as defined at 45 C.F.R. § 164.501), and may use data that has been de-identified (per 45 C.F.R. § 164.514) for benchmarking or any purpose other than those prohibited by 45 C.F.R. § 164.500, et seq. Craneware may de-identify data (including PHI) and reserves the right to use and aggregate data in Craneware's research and development initiatives as well as in current and future Craneware applications and/or services available for the benefit of all Craneware customers that qualify as "covered entities" under HIPAA. Notwithstanding anything to the contrary, Customer acknowledges and agrees that such de-identified or aggregated data is not subject to any confidentiality obligations hereunder or under any other agreement and that Craneware has an unrestricted and irrevocable right to use, modify, disclose, sell and otherwise distribute any de-identified data to others. The terms of this Section shall indefinitely survive the termination or expiration of the Agreement.

**XIII. Intellectual Property.** Intellectual property shall include any and all rights protected under applicable laws, rules and regulations, including without limitation any and all patent rights, copyright rights, trademark rights, mask work rights, trade secret rights, sui generis database rights and all other intellectual and industrial property rights of any sort throughout the world, including without limitation in and to any ideas, concepts, information, materials, processes, data, programs, software, applications, patents, brands, logos, know-how, improvements, discoveries, developments, designs, artwork, formulae (hereinafter "Intellectual Property"). This Agreement does not grant either party any rights, license or other ownership or use to the other's Intellectual Property, unless explicitly set forth in advance and in writing in a document signed by both Parties. Craneware agrees that Customer owns and retains exclusively all rights and interests in all Intellectual Property developed by Customer and its personnel under this Agreement. For the avoidance of doubt, Craneware will retain all rights, including without limitation all intellectual property and proprietary rights, in and with respect to (a) any Intellectual Property owned or developed by Craneware (i) and employed in the course of providing the Services, (ii) prior to or outside the scope of this Agreement, or (iii) not specifically for Customer and (b) any routines, tools, methodologies, process, processes, software,

source code or technologies created, adapted or used by Craneware in its business generally. Customer acknowledges and agrees that any Intellectual Property developed by Craneware, either at the request of Customer or as may otherwise be necessary for its performance hereunder shall continue to be the property of Craneware and shall not constitute a work made for hire.

**XIV. Code Integrity.** Customer may neither itself nor may it permit any third-party (including any consultant, employee, or agent of Customer) to disassemble, decompile, de-encrypt, or reverse engineer (including even the use of “clean room” techniques) the Services (including but not limited to any source code) or in any way attempt to defeat any features limiting end-user access to specific features of Services or allow any third party to do so or assist any third party in doing so.

**XV. Notification of Alleged Defects in Services.** Customer shall notify Craneware of any breach, defect, or alleged breach or defect in the Services within thirty (30) days from the date the breach or defect becomes or, with reasonable diligence, should be known or apparent to Customer.

**XVI. Indemnification.** Subject to the following sub-section, if any of the Services delivered to Customer by Craneware become the subject of an infringement claim or in Craneware’s opinion appear likely to become the subject of such a claim, Craneware shall choose to: (1) procure for Customer the right to continue using such allegedly infringing aspects of the Services; or (2) replace or modify the Services to make them non-infringing. In such cases, Craneware shall hold Customer harmless from any and all liabilities unless the infringement or misappropriation claim is based on (1) use of the Services in violation of this Agreement; (2) use of the Services in combination with other products not supplied by, recommended by, or approved by Craneware, if such infringement or misappropriation would not have occurred but for such combined use; or (3) any use of the Services after the Term of this Agreement. If a Customer would be entitled to be indemnified by Craneware pursuant to this Agreement, then: (1) Customer must give Craneware prompt notice of any claim as to which it seeks indemnification to allow Indemnitor to respond to such claim; (2) Craneware will have the right to control the defense (however, Customer may also retain counsel at its sole expense) and settlement of any indemnified claim; and (3) upon request from Craneware and at Craneware’s expense, Customer agrees to provide reasonable assistance, as necessary, in the defense of indemnified claims. Each party will be responsible for the acts and omissions of itself and its employees, directors, officers, contractors, and agents. Except as otherwise set forth in this Agreement, this Agreement will not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act or omission of the other party or its employees, directors, officers and agents, but this section will not constitute a waiver by any party of any right of indemnity, contribution, or subrogation to which a party may have by operation of applicable law or equity.

**XVII. Security and Service Updates.** Craneware may modify the Services (each an “Update”) provided to Customer to improve security, preserve data integrity, or enhance functionality or Customer’s experience. For security reasons, Craneware may require the use of one or more security or access requirements such as multi-factor authentication (“MFA”).

**XVIII. Non-Solicitation; Non-Disparagement.** During the Term of this Agreement and for a period of one (1) year after the termination or expiration hereof, Customer agrees not to solicit for employment or hire any employee of Craneware. Former employees who left the employ of Craneware at least one hundred eighty (180) days prior to the solicitation shall not be considered “employees” for the purposes of this Section. Subject to applicable law, each party agrees that neither it nor any of its officers, directors, or employees shall in any way publicly disparage, defame, slander or otherwise criticize the other party or any of its products or services, in any manner that would damage the business or reputation of such other party or its products or services.

**XIX. Relationship of Parties.** Each party enters into and performs this Agreement as an independent contractor of the other party. This Agreement will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association, except as expressly set forth in this Agreement. Each party will have no power, and will not represent that it has any power, to

bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name. Except as expressly provided in this Agreement, nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**XX. Adjustments, Refinements or Improvements Suggested by Customer.** Craneware may, from time to time, and, at its sole discretion, agree to make adjustments to the Services at the suggestion or request of a Customer. Any such suggestions for adjustment, refinement or improvement of the Services submitted to Craneware by Customer in any form (verbal, written, flow charts, source code, object code or any other form) shall become the sole property of Craneware whether or not Craneware, in its sole discretion, decides to incorporate such suggestions into the Services.

**XXI. Construction of Agreement.** This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against either party. The headings and section titles in this Agreement are used for convenience only, and will not affect the construction or interpretation of this Agreement.

**XXII. Omnibus Reconciliation Act of 1980.** Both parties agree that, until the expiration of four years after the furnishing of services under this Agreement, they will make available upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder to the full extent required by the Centers for Medicare and Medicaid Services implementing Section 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. Section 1395x(v)(1)(I), or by any other applicable federal or state authority.

**XXIII. Exclusion from Participation in Federal Health Care Programs.** Neither Craneware nor any of Craneware's agents, employees, or any substitutes thereof providing services under this Agreement is or shall be during the Term of this Agreement excluded, debarred or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs"); (b) convicted of a criminal offense related to the provision of healthcare items or services even if not yet excluded, debarred or otherwise declared ineligible to participate in the Federal Health Care Programs; or (c) under investigation or otherwise aware of any circumstances which may result in Craneware (or Craneware's agents, employees, or any substitutes providing services under this Agreement) being excluded from participation in the Federal Health Care Programs. Craneware will immediately notify Customer of any change in the status of the representation set forth in this section, and Craneware will immediately remove from providing services at or for Customer any of its personnel that are or become ineligible to participate in the Federal Health Care Programs.

**EXHIBIT G – THE CRANWARE GROUP MASTER AGREEMENT**  
**CURRENT VERSION OF ONLINE 340B TERMS AND CONDITIONS**

*Last Revised: April 17, 2023*

Pursuant to the terms of the Agreement and this Exhibit, the services Craneware will provide to Customer will include those services set forth in this Exhibit, which services are collectively referred to as the “340B Services”.

**1. Definitions.** All defined terms in this Exhibit which are not specifically listed below are included in the Agreement of which this Exhibit is a part. In addition to the capitalized terms defined in the Agreement, the following terms shall have the following meanings for purposes of this Exhibit:

**1.1 “340B Module”** is a Sentinel module that executes upon Customer’s Configurations and settings in order to help operate and maintain compliance with the 340B Program.

**1.2 “Claims Manager Plus” or “Trisus® Medication Claim”** is an application that adds NDC and pricing information to drugs billed on institutional medical claims. Certain other information may also be appended based on state and payer requirements, based on current functionality, which may be amended from time to time.

**1.3 “Contract Pharmacy”** means a pharmacy that has entered into a 340B Program Pharmacy Services Agreement with Customer.

**1.4 “Covered Person”** means an individual as set forth in Customer’s Configurations.

**1.5 “Customer’s Pharmacy”** means a Customer’s pharmacy that dispenses medications to Outpatients within the walls or legal structure of Customer.

**1.6 “Drug Wholesaler”** means a company that serves as an intermediary between a drug manufacturer and Customer for the drug purchases by Customer of 340B Program and non-340B Program drugs and products.

**1.7 “Go Live Date”** means the date that Craneware has informed Customer that the system for the subject 340B Services has been fully implemented and is available for use by Customer.

**1.8 “HIS”** means Customer’s administrative, clinical and financial information systems.

**1.9 “Outpatient”** means an individual who receives outpatient services from or under referral from Customer.

**1.10 “Participating Facility” or “Facility”** means each of those facilities that (i) are mutually agreed upon and separately documented either in the Configurations or in writing by the parties from time to time (including, e.g., in a mutually-executed order form), or (ii) sends data to Craneware in connection with the 340B Services and the terms and conditions of the Agreement. Additionally, any data received by Craneware from any Participating Facility, even if no longer eligible under the 340B Program, shall be subject to the terms and conditions of this Agreement, and Customer shall be deemed to have provided Craneware with the express authority to receive such data from those additional facilities and to have granted unto Craneware any and all rights to such data under the Agreement. Notwithstanding anything to the contrary contained in the Agreement, the parties further agree that Craneware reserves the right to make any adjustments to the pricing as a result of the addition or removal of Participating Facility(ies), if necessary; although any such adjustments in pricing shall be subject to an advance mutual written agreement.

**1.11** “Referral Verification System” or “RVS” assists in the process of confirming referral relationships between providers for eligible 340B Program patients to outside specialists or other providers. RVS is offered as a Sentrex or Sentrex330 module either managed by (i) Customer; or (ii) Craneware’s “Senturion™ Managed Referral Verification System” or “SM-RVS”. RVS claims will be made available for review and can be made eligible in the Sentrex or Sentrex330 application by the Customer for inclusion in the Customer’s 340B Program. The documentation of the confirmed referral will be held in the respective Participating Facility’s records.

**1.12** “Sentrex eRx Eligibility Check Module” is a module that works in conjunction with Sentrex or Sentrex330 and leverages a covered entity’s electronic prescription data extract to create an eligible event by matching patient, provider, location and date written, with optional drug match, to a prescription claim.

**1.13** “Sentinel® ” shall mean the Web-delivered services which Customer is being granted access to in connection with Craneware’s 340B Services for Customer’s Pharmacy as specified herein, including any additional modules, as applicable

**1.14** “Sentrex® ” or “Sentrex330™” shall mean the Web-delivered services which Customer is being granted access to in connection with Craneware’s 340B services for a Contract Pharmacy as specified herein, including any additional modules, as applicable.

**1.15** “Senturion™ Pharmacy Services” is a service that provides customers with Craneware analyst resources to help provide the following services, including but not limited to: 340B program review and opportunity assessment, 340B best practice training, configuration assistance, performance monitoring and reporting. Notwithstanding the foregoing, in the event Customer purchases any Senturion™ Pharmacy Services, any and all Configurations setting verification shall remain the ultimate responsibility of Customer.

**1.16** “Senturion™ Technical Client Services” offers a team approach with solution-level expertise, acts as the customer’s primary point of contact and offers accountability for issue management and resolution.

## **2. Obligations of the Parties.**

**2.1** Following the execution of the Agreement, Customer shall be solely responsible for promptly setting up Customer’s then-configurable functionality options available to Customer within Craneware’s 340B Services (“Configurations”). Customer acknowledges and understands that 340B Services will be executed in accordance with the specific Configurations selected by Customer and based on the data input into the 340B Services from Customer. Customer hereby acknowledges and agrees that Customer has the sole responsibility (i) for all Configurations it chooses within the 340B Services and for verifying that Customer has set up the 340B Services consistent with Customer’s desired Configurations, (ii) to ensure Customer’s Configuration choices accurately reflect, and comport with the parameters of Customer’s 340B Drug Pricing Program, and (iii) for Customer’s compliance with the 340B Drug Pricing Program including, without limitation, with respect to claims or orders generated through 340B Services based on Customer’s Configurations using Customer’s data. Customer further agrees and acknowledges that neither Craneware nor the 340B Services perform any assessment comparing Customer’s selected Configurations against Customer’s policies and procedures or operations, and therefore, if Customer’s Configuration choices conflict with Customer’s policies, procedures or operations, that is not something that Craneware or the 340B Services will be in a position to identify or notify Customer of, and the 340B Services will continue to perform based on Customer’s selected Configurations unless and until Customer changes such Configurations to eliminate any such conflict. If Customer contracts with a Contract Pharmacy that uses a backend provider to manage or perform any of the obligations described in this Section 2, Craneware shall not be responsible for such obligations.

**2.2** Craneware will provide Customer with the following:

**2.2.1** Access to the 340B Services, which execute on Customer's Configurations;

**2.2.2** Loading of applicable price lists from Customer's Drug Wholesaler for Customer;

**2.2.3** A secure web portal for authorized Customer staff to monitor and utilize 340B Services;

**2.2.4** A Login ID and Temporary Password for Customer staff authorized to use 340B Services;

**2.2.5** If requested, assist Customer in negotiating a Pharmacy Services Agreement ("PSA") for each eligible Customer site; and

**2.2.6** If requested, assist Customer in developing a patient communications plan to be executed by Customer that will optimize patient participation in Customer's 340B Program plan.

**2.3** Customer will:

**2.3.1** Provide to Craneware on a timely basis: (i) all data referenced in the Agreement, this Exhibit, and any mutually agreed upon implementation plans, and (ii) access to data as specified in the Agreement and/or this Exhibit. Customer acknowledges and agrees that the 340B Services are executed only on the data input into 340B Services from Customer, in accordance with Customer's Configurations.

**2.3.2** Make all Configuration choices within 340B Services on a timely basis;

**2.3.3** Enter into a PSA with pharmacies that are consistent with 340B Program requirements;

**2.3.4** Make all Customer program account payments through Automated Clearing House transfers, except as otherwise agreed in writing by the parties hereto;

**2.3.5** Establish separate and distinct 340B Program "bill to" and "ship to" inventory purchase accounts and WAC accounts, as applicable, with Drug Wholesaler for each pharmacy;

**2.3.6** Assign one or more authorized Customer staff to review, process and authorize all replenishment orders generated through 340B Services;

**2.3.7** Make available authorized Customer personnel for training on the use of 340B Services;

**2.3.8** Provide Craneware with data that meets the data requirements as specified by Craneware;

**2.3.9** Pay Drug Wholesaler for the drug costs associated with all replenishment orders made via Sentinel and shipped to Customer's Pharmacy. Payments to Drug Wholesaler will be calculated by Sentinel based upon the 340B Program price list furnished to Craneware as described in Section 2.2.2 above;

**2.3.10** Arrange for Craneware to receive all available information about and pricing on the existing non-340B Program account with Drug Wholesaler; and

**2.3.11** So long as the Agreement is in effect, maintain its enrollment in the 340B Program as long as Customer qualifies for covered entity status under such program, and comply with all 340B Program requirements.

**2.4** Sentinel will:

**2.4.1** Allow Customer to: (a) track medications dispensed through Customer's Pharmacy; (b) determine which medications need to be replenished for Customer's Pharmacy; (c) determine, based on the Configurations and the data input into Sentinel, whether to replenish such medications through the 340B Program, Wholesale Acquisition Cost ("WAC") or Group Purchasing Organization ("GPO"); and (d) create an audit trail for all dispensations replenished using the 340B Program;

**2.4.2** Utilize data from Customer's HIS systems as necessary to determine, based on Customer's Configuration choices and the data provided by Customer, whether an individual receiving medication from Customer's Pharmacy is a Covered Person at the time when such medications were received, subject to Customer's Configuration choices;

**2.4.3** Track all medications dispensed to Covered Persons and list items available for replenishment under the 340B Program, WAC or GPO. Sentinel, based on Customer's Configurations the data provided by Customer, will prepare electronic replenishment orders to Drug Wholesaler or Customer's materials management system, as determined by Customer, for medications that have reached the NDC (National Drug Code) quantity package size unit of issuance, utilizing the 340B Program, WAC or GPO price list and identifying the price to be paid by Customer;

**2.4.4** Submit Customer approved replenishment orders electronically to Drug Wholesaler or Customer's materials management system, as determined by Customer (all 340B Program replenishment orders to be approved by authorized Customer Pharmacy staff); provided that Craneware does not independently verify or otherwise review for compliance any such replenishment orders;

**2.4.5** Electronically match all replenishment orders, replenishment order acknowledgements and shipments received from Drug Wholesaler (subject to Customer's Pharmacy's inventory and/or materials management system limitations, and Customer's Configurations and the data provided by Customer);

**2.4.6** Provide Customer with a control that electronically audits and reconciles all medications dispensed to Covered Persons, invoices, replenishment orders, shipments received and payments (subject to Customer's Pharmacy's inventory and/or materials management system limitations, and Customer's Configurations); and

**2.4.7** If Customer submits price lists for non-340B Program priced drugs, provide reports that show cost savings from the utilization of Sentinel;

**2.5** Sentrex or Sentrex330, as applicable, will:

**2.5.1** Allow Customer to: (a) determine, based on the Configurations and the data input into the application, whether drugs dispensed through a pharmacy are eligible for replenishment through the 340B Program; (b) arrange for such replenishment; and (c) create an audit trail;

**2.5.2** Utilize all applicable data that is transmitted per the implementation plan for purposes of performing Sentrex services, subject to Customer's Configuration choices;

**2.5.3** Aggregate, prepare, price, and submit on behalf of Customer, replenishment orders for drugs dispensed by a pharmacy under Customer's 340B Program plan;

**2.5.4** Prepare semi-monthly Sentrex Pharmacy reconciliations and invoices and retrospective reconciliations. For the retrospective reconciliation during each invoicing period, pursuant to the executed PSA or the Covered Entity's Configurations, Sentrex may re-examine eligibility information that has become available to make a previously ineligible claim now 340B Program eligible and add the additional 340B Program eligible claims from a previous invoicing period to the current invoicing period; and

**2.5.5** Maintain adequate pharmacy, financial and administrative records related to Sentrex services including, but not limited to, reasonable documentation of all the Covered Persons' data related to Sentrex under the Agreement.

**2.6. Joint Obligations/Implementation.**

**2.6.1** As soon as possible after the date on which 340B Services are subscribed to under the Agreement, Craneware, with Customer's participation, will set: (i) the roles and responsibilities of those involved in the project; (ii) an implementation project plan with scheduled deliverables; (iii) an escalation procedure when scheduled deliverables are not met; and (iv) a list of required data elements; provided, however, that in the event Customer does not provide to Craneware all the data elements per the SentryCore Specifications document, the functionality of the Craneware 340B Services systems may be diminished or prevented, and Customer shall alone bear the consequences.

**2.6.2.** Within thirty (30) days from the date on which 340B Services are subscribed to under the Agreement, Customer is to provide to Craneware all data necessary to perform the 340B Services set forth in the Agreement and in this Exhibit. The required data to be submitted by Customer must conform to the SentryCore Specifications document in an implementation project plan. Customer acknowledges and agrees that the data analytics and integration by Craneware pursuant to this Exhibit shall not commence until such time as Craneware receives all the required data from Customer.

**2.6.3.** Customer is responsible for providing and updating all required data extracts to ensure compliance with Craneware's SentryCore Specifications document. Furthermore, Customer is responsible for promptly notifying Craneware of any updates, modifications or changes to any data extracts. Customer may choose to outsource the initial and/or ongoing delivery of these data extracts to a third party, including Craneware, but the contractual obligation for the ongoing conformance of these data extracts to meet the SentryCore Specifications document remains Customer's sole responsibility.

**3. Additional Payment Terms.** The following payment terms shall apply to the 340B Services, in addition to other payments set forth in the Agreement:

**3.1.** Pursuant to the pharmacy arrangements to be entered into by Customer and its pharmacies, Customer shall pay each pharmacy the negotiated fee for each Paid Pharmacy Claim associated with the pharmacy services furnished by such pharmacy for Covered Persons under 340B Services.

**3.2.** Customer shall pay Drug Wholesaler for the drug ingredient costs associated with all replenishment orders shipped to pharmacies on behalf of Customer under 340B Services.

**3.3.** Customer shall make arrangements to fulfill its responsibilities to collect the fees and make payments under Sections 3.1 and 3.2 hereof.

**3.4.** The 340B Services fees do not include fees associated with any of Customer's Contract Pharmacies and are independent and separate from any fees arising under any Pharmacy Services Agreement that Customer might be party to. Further, Customer shall be solely responsible for payment of any and all fees associated with any of Customer's Contract Pharmacies, which such fees may include, but are not limited to, 340B processor fees, switch fees and other applicable processing and reconciliation fees.

**4. Service Level Agreement.** Upon Go Live Date, Craneware agrees to provide:

**4.1** 99% uptime to 340B Services and systems during normal business hours of operation, 7AM-10PM Eastern Standard Time, as measured over the course of a month.

**4.2** Exceptions to the 99% commitment are: scheduled maintenance; force majeure (including federally declared natural disasters in either Customer's or Craneware's physical location); technical difficulties attributable to any non-Craneware computer hardware, claims processing software, claims processing clearinghouse or switch; technical difficulties attributable to a Covered Person's third-party Pharmacy Benefit Manager (PBM) system, or technical difficulties attributable to Customer's data interface with Craneware unless such technical difficulties are the fault of Craneware.

**4.3** In the event that the 99% uptime as set forth in Sections 4.1. and 4.2 above falls below 99% in any calendar month for any particular 340B Services service or module and Craneware receives a written notice of such failure from Customer within thirty (30) days from the end of the month in which such failure occurred, then, as Customer's exclusive remedy, for every percentage point below the 99% uptime, Craneware agrees to issue a credit to Customer against future 340B Services fees for the same particular 340B Services service or module by that same percentage (up to the maximum credit of the entire monthly 340B Services fee for the respective month).

## **5. Miscellaneous Provisions.**

**5.1. Pharmacy Services Agreement.** In the event Customer has executed or plans to execute a PSA, then with respect to any modifications to either the sample form of the PSA provided by Craneware or an already-executed PSA, Customer hereby agrees to (i) notify Craneware and (ii) obtain Craneware's agreement in writing to any modifications to the sample form of the PSA or the already-executed PSA in order to assure that Craneware will be able to support any of such modifications to the PSA. Upon termination of a PSA between Customer and a Contract Pharmacy, Customer may terminate, effective 60 days following notice of such termination, the 340B Services for that particular Contract Pharmacy, provided that: (i) Customer provides Craneware with reasonable evidence showing such termination; (ii) Customer provides Craneware with at least sixty (60) days' prior written notice of such termination; and (iii) any fees due to Craneware as it relates to the Contract Pharmacy being terminated must be immediately paid and/or any fees pre-paid hereunder are non-refundable. If Customer fails to provide the notice required under this section, Customer may incur a charge, at Craneware's then-current hourly rate, for the manual processing effort required.

**5.2. Loss of Covered Entity Status.** Craneware and Customer agree that (i) Customer's payment obligations under the Agreement regarding un-invoiced fees for 340B Services, if applicable, shall be suspended with respect to any Participating Facility that has lost eligibility under the Section 340B Drug Pricing Program effective as of the date eligibility is lost and shall remain suspended until the date on which such facility regains eligibility under the 340B Program as determined by the Office of Pharmacy Affairs ("OPA") (the "Tolling Period") and (ii) Craneware's obligations under the Agreement with respect to such facility shall be suspended during the Tolling Period. Craneware and Customer hereby agree that immediately on the effective date listed on the OPA's website that such facility regains eligibility under the 340B Program, all performance and obligations previously suspended with respect to such Participating Facility during the Tolling Period shall immediately and automatically and without further notice resume and be in full force and effect. The parties hereto further agree that upon regaining eligibility, the "Term of this Agreement" (as defined in the Agreement) shall automatically, and without further notice, be extended by a period equal to the Tolling Period unless the Agreement would have otherwise expired but for the application of the Tolling Period or is otherwise terminated prior to the Participating Facility regaining its eligibility under the 340B Program. There shall be no refund or credit of amounts previously paid or payable by Customer and nothing shall excuse Customer from paying any and all fees payable to Craneware that were: (i) due, but continue to be unpaid, under the Agreement prior to the Tolling Period or (ii) due from any Participating Facility that has not lost eligibility.

**6. Additional Fees.** In addition to any other fees provided under the applicable order form(s), Customer hereby agrees that the following shall apply during the Term of the Agreement:

**6.1. Per Feed Re-Implementation Fee.** In the event Craneware is required at any time after the initial Go Live Date to re-implement hereunder, Craneware will charge, and Customer shall pay, re-implementation fees at the re-implementation fee rate designated in this Agreement or, if not so designated, Craneware's then standard re-implementation fee rate.

**6.2. Change of 340B Designation.** In the event Craneware is required, at any time after the initial Go Live Date, to alter the initial setup of Customer as a result of a change in Customer's 340B designation for any reason whatsoever, Craneware will charge, and Customer shall pay, conversion fees at the conversion fee rate designated in this Agreement or, if not so designated, Craneware's then standard conversion fee rate.

**6.3. Mapping Support.** Craneware will, upon Customer's written request and subject to Craneware's approval and receipt of Customer's payment of the applicable fees, provide Customer with quarterly on-site mapping support for each Participating Facility ("Mapping Support").

[1] This Exhibit shall also apply to Customers receiving Services governed by Section 330 of the Public Health Service Act – e.g., FQHC's subscribing to Sentrex330.