

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EXPERIAN HEALTH, INC.

This Agreement is entered into this ____ day of _____, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Experian Health, Inc., hereinafter called "Contractor" or "Experian Health."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of integration of Experian products with Epic.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—SOW - Epic Suite
- Exhibit A1—SOW - ClaimSource
- Exhibit B—Product Offerings, Fees, and Product Specific Terms Patient Access
- Exhibit B1—Product Offerings, Fee, and Product Specific Language – Claims
- Exhibit B1—Product Offerings, Fees, and Product Specific Terms - ClaimSource
- Exhibit C1—Service Level Agreement
- Exhibit C2—Service Level Agreement – RQA

- Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)
- Exhibit F—Additional Terms and Conditions
- Attachment H—HIPAA Business Associate Requirements
- Attachment J—Vendor/Contractor Access Policy

- Attachment K – Facility List and Administration

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B and B1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and Exhibit F, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the Chief Financial Officer or their designee. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2023, through September 30, 2028.

5. Termination

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have thirty (30) days after receipt of such notice to respond and to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless; Limitation of Liability

a. General Hold Harmless

Subject to the limitation of liability provided in Section 7(c) herein, Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all third-party claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court

of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

As used in this Agreement, the term “Experian Health Products or Services” shall mean Experian Health’s proprietary software applications as described in the Product Offering Table of this Agreement or any subsequent Amendment, but not any third-party applications, embedded or otherwise included or used in conjunction with the Products or Services.

Experian Health agrees to indemnify, hold County harmless from, and defend at Experian Health's sole expense claims arising from any third-party action, suit, or proceeding (“Action”) naming County based on a claim that the Experian Health Products or Services as and when furnished by Experian Health and provided to County for County’s use hereunder directly infringe any valid and enforceable United States patent, trademark, trade secret, copyright, service mark or license rights of that third party but excluding any administrative proceedings with the United States Patent and Trademark Office, including Post Grant Review, Inter Partes Review, and Covered Business Method Review (hereafter, a "Third Party IP Claim"); provided, however, that (a) County agrees to notify Experian Health in writing promptly of any Third Party IP Claim; (b) Experian Health shall have the exclusive right to control the defense, including any appeals, and all negotiations for any settlement or compromise; (c) at Experian Health’s request, County shall reasonably assist Experian Health in the defense of any such Third Party IP Claim; and (d) Experian Health may, at its election, (i) secure a right or license to allow County to continue using the Products/Services; (ii) provide other data or require use of the Experian Health Products/Services in such a way that avoids the claim; (iii) modify the Experian Health Products or Services or use to the extent minimally required thereof to avoid the claim; or if none of these alternatives is available on a commercially reasonable basis, then (iv) terminate the particular feature of the Experian Health Services or the affected Product or Service that is the result of the claim. Experian Health shall be liable only for its portion of the covered losses determined, on an objectively fair and equitable basis, to be attributable to Experian Health based on the relative materiality of the role played by the Experian Health Products and/or Services in the Third Party IP Claim.

The preceding paragraph shall not apply to (a) claims that are not Third Party IP Claims, (b) any third-party claim to the extent the claim arises from or is based on (i) any portion of the Experian Health Products or Services that are commercially provided by County and not used by County for operation of County's public health system, (ii) the use of the Products or Services by County in a manner neither designed nor contemplated by this Agreement; (iii) unauthorized alterations or modifications by County of the Products or Services furnished by Experian Health, and (iv) County’s combining with or adding to the Experian Health Products or Services beyond such combinations or additions which are necessary for the operation of the Experian Health Products or Services and County’s Epic electronic health record implementation or proposed by

Experian Health or Epic. As to any such use, Experian Health assumes no liability whatsoever, and County agrees to hold Experian Health harmless from and against any third-party claims arising therefrom.

If the Action involves claims that are not Third Party IP claims, then Experian Health agrees to negotiate in good faith with County on matters relating to the direction of the defense and sharing the cost of the defense; provided, however, that nothing in this paragraph shall limit Experian Health's ability and authority to defend in its sole discretion any covered claim for which Experian Health agrees to provide indemnification (subject to the limits specified herein).

c. Limitation of Liability

Contractor's maximum liability for the damages to County, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the lesser of: (1) the total amount payable for the Products and Services during the twelve (12) months before the cause of actions arose or (2) the damages incurred. IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS, SUPPLIERS AND/OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR PROFITS, COST OF CAPITAL, CLAIMS OF COUNTYS FOR SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION, OR REMOVAL OF EQUIPMENT OR PROGRAMMING OR SUBSTITUTE FACILITIES OR SUPPLY RESOURCES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The obligations under this section shall survive termination of this Agreement.

The foregoing limitation of liability shall not apply to Contractor's liability for claims arising from Contractor's breach of the Business Associate Agreement which shall be subject to a heightened liability cap. Contractor's total aggregate liability for all claims arising due to Contractor's breach of the Business Associate Agreement shall not exceed \$5,000,000.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained. Contractor shall

furnish County with certificates of insurance evidencing the required coverage. Contractor, or its insurer(s) shall provide thirty (30) days' notice, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation providing statutory coverage and employer's liability insurance with limits of at least one million dollars (\$1,000,000).

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement Commercial General Liability insurance, covering bodily injury liability and property damage liability insurance, with a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. The policy shall protect Contractor 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 which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Contractor shall maintain Professional Liability Insurance (including network security and privacy liability), covering the services that are provided under this agreement with a minimum limit of five million dollars (\$5,000,000).

County and its officers, agents, employees, and servants shall be named as additional insured on the General Liability policy. The policy shall be primary and non-contributory. If the County 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.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance

with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center (SMMC) retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

County represents and warrants that it shall comply with all applicable local, state and national laws and regulations pertaining to its performance and obligations under the Agreement.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to

discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;

- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

13. Books and Records

Contractor shall allow the County and the Secretary of the Department of Health and Human Services and the Comptroller General, or their duly authorized representatives, access upon written request to this Agreement and to the books, documents and records of Contractor that are necessary to verify the nature and extent of costs of Services furnished under this Agreement. Contractor also agrees that if either Contractor or any entity under common control or ownership as Contractor carry out any duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period

with a related organization, the subcontract must contain a clause to the effect that the related organization must make available, upon written request, to the County, to the Secretary, or upon request to the Comptroller General, or their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such access shall be until the expiration of four (4) years after the Services are furnished under this Agreement. Notwithstanding the foregoing, Contractor shall only be required to provide such information to the extent that no attorney-client, accountant-client or other privilege could be deemed waived by Contractor by virtue of such actions.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

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

In the case of Contractor, to:

Name/Title: Experian Health, Inc.
Contract & Setup
720 Cool Springs Blvd., Suite 200
Franklin, Tennessee 37067
Fax: 877-442-2150
Email: contract&setup@experianhealth.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

19. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

20. Disaster and Emergency Response Plan

Contractor will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which Contractor provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address Contractor preparations to effectively respond in the immediate aftermath of a national,

state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

Contractor shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. Contractor shall respond reasonably promptly to any comments or requests for revisions that the County provides to Contractor regarding the Emergency Plan. Contractor will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. Contractor shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that Contractor projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the Contractor projects it would incur for such additional staff, supplies and services. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County’s Medical Health Operational Area Coordinator (MHOAC). In the event that the Contractor is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

Contractor shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor’s Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, Contractor and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. Contractor shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

21. Hospital and Clinics Credentialing Program

Contractor and Contractor 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 Contractor 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>

* * *

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

For Contractor: Experian Health, Inc.

Jeff Corley

Contractor Signature

_____8/18/2023_____
Date

_____Jeff Corley_____
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

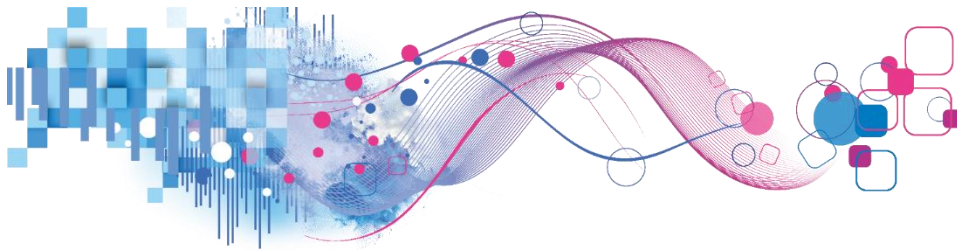
In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

System/Service Enhancements:

- Real Time Eligibility (provides insurance and coverage benefits for patients)
- OneSource (online portal for manual eligibility transactions and reporting)
- Coverage Discovery (looks for other unknown coverages)
- Patient Estimates (provides a Good Faith Estimates in compliance with the NSB Act)
- Self Service Estimates (allows patients to create an estimate online)
- Address verification (verifies validity of identification and address)
- Notice of Admissions (real time notification of Observation/Inpatient admissions)
- Notice of Admission - Fax (adds facsimile functionality)
- ClaimSource Institutional/Professional + ERA for Epic
- ClaimSource Eligibility
- ClaimSource Dental + ERA for Epic
- ClaimSource Archive Historical Claim Load
- ClaimSource Archive Historical Remit Load

Exhibit A

SOW – Epic Suite



San Mateo Medical Center - Epic Suite

San Mateo Medical Center

August 2, 2023

Experian Health Statement of Work for San Mateo Medical Center

In preparation for implementing Experian Health revenue cycle solutions at San Mateo Medical Center locations set forth in Section 2 herein this Statement of Work (“SOW”) will outline project goals, process, resources and commitment needed from both Parties to ensure a successful implementation and positive outcome. Experian Health will leverage industry standards and Experian Health’s product implementation methodology which provides best practice recommendations for feature functionality by product based on industry experience and market feedback.

1. **Overview:**

Experian Health will provide Products as listed in this SOW:

Product	Suite
Combined Self-Service Patient Estimates	Patient Access
Coverage Discovery	Patient Access
Identity Verification - Integrated	Patient Access
Install - Hospital plus Eligibility	Patient Access
Passport NOA - Add Fax Payer	Patient Access
Patient Estimates - Combined - With Touchless - Base Product	Patient Access
Patient Estimates - Unlimited Contract Definition Combined Estimates	Patient Access
Patient Estimates HIS Migration	Patient Access
Premium EDI	Patient Access

- 1.1. All Product implementations will follow a milestone-based implementation process as described below. Applicable timelines will be listed in the Product-specific section of this SOW.
- 1.2. Experian Health and Customer will review the implementation timelines throughout the implementation process and adjust if appropriate. Changes to the implementation process may result in modifications to timeline and scope of service. The project team will review changes and if material change in scope is needed, the additional work will be documented and priced according to the Change Order (as defined below) process. Standard timelines in the Product-specific section are based upon industry and customer experience and are dependent upon both Parties’ ability to execute each deliverable in the allotted timeframe. Delays on either side may result in an elongated timeline. Acceptance Criteria: Customer shall test the Product(s) for issues related to Go Live (as such term is defined in each Product section). Additional details on testing requirements are documented below in the User Acceptance Testing (UAT) Section 7. Failure by Customer to test or provide notice of non-conformance, in writing, within five (5) business days of completing UAT will result in the Products being deemed accepted.

If Customer rejects a Product or Deliverable, Customer must provide written notice containing a detailed explanation to Experian Health. Experian Health will cure all deficiencies within scope that are preventing Go-Live. If Customer rejection is out of scope of either the Agreement or this SOW (Customer is requesting custom work outside of product-specific language), Experian Health will prepare a Change Order document

with appropriate costs outlined and only where Experian Health determines that the work is feasible. Customer will then approve and execute the Change Order document, which will include any associated costs and the revised timeline based on such changes. If development is not required, changes may be added to the project after Go-Live through the Change Order process. If development is required, and if Product Management and Development determine that these changes are feasible, they may be worked into the product roadmap as future enhancements and managed outside of the implementation. Custom Programming is available, to the extent requested in writing by Customer, for a fee set forth in an amendment to the Agreement.

2. Facilities and Locations Included

This SOW and fees included assume implementation of the Experian Health Products set forth herein at only the locations included in the table below. Adding locations will result in increased scope, elongated schedule and additional cost.

Locations Included in Scope	Annual e	Products in Scope
San Mateo Medical Center	360,000	

3. General Implementation Provisions

Experian Health will lead the implementation of the Product(s). Customer and Experian Health shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of Product(s) upon completion of the implementation process. Experian Health will provide artifacts, information and/or project workplans to support the implementation

Experian Health and Customer will create an implementation committee or equivalent (“Implementation Committee”), involving representatives from both Parties to validate implementation readiness against the Parties’ contractual obligations. Experian Health and Customer will review deliverables by Product including scope, duration and available resources. Additionally, Experian Health will perform evaluations at designated milestones to assess overall implementation status, to evaluate completion of critical implementation requirements, and to identify potential risk areas. “Change Orders” will be used to document material changes to scope, pricing and/or timeline. Each Party’s Implementation Committee members will also be accountable for reviewing and approving/declining all Change Orders (which must also go through the Parties’ signature process).

Experian Health implementations utilize the following governance structure or equivalent:

- 3.1. Implementation Committee consisting of:
 - 3.1.1. Customer Executive Sponsor (as defined below).
 - 3.1.2. Customer Super User by Product when applicable.
 - 3.1.3. Experian Health Implementation Sponsor (as defined below).
 - 3.1.4. Experian Health Project Manager or Implementation Consultants by Product, when applicable.
- 3.2. Customer and Experian Health Project Managers.
- 3.3. Customer review group.

Implementation Team – Roles and Responsibilities

Both Parties will be required to provide resources to successfully complete the implementation. The table below provides information on the type of resource to be assigned. Customer may wish to have multiple participants fill the Super User, Operational or IT roles based upon operational structure or change management needs. Additional roles are detailed in the Product-specific section of this SOW.

If more than two (2) Products will be installed, a customer Project Manager must be assigned.

Customer

Title	Job Description
Executive Sponsor	Key operational stakeholders that define scope for project, provide updates on progress and leads operational readiness - serves as a champion for the implementation in Customer organization.
Project Manager (PM)	Responsible for providing implementation leadership and monitoring implementation status. Communicates regularly with both internal Executive Sponsor and the Experian Health Project Manager.
IT Analysts	Assist in providing necessary documents and HIS specific configuration
Super Users	Operational users/managers that become experts in products. Input required throughout implementation especially during testing and training. Super Users may also be part of the implementation committee as needed.
Network/Desktop Admin	Configuration of connectivity and deployment of application.
Other	All resources necessary to successfully fulfill contractual objective.
Additional Roles	Product-specific roles will be defined in the product-specific section of this SOW

Experian Health

Title	Job Description
Implementation Executive Sponsor	Executive-level contact responsible for implementation oversight and high-level issue escalation
Project Manager (PM)	Overall implementation lead for the install, responsible for developing implementation workplan, timelines and monitoring/communicating overall status of implementation.
Implementation Consultant (IC)	Product-specific resource responsible for configuration of each application.
Integration Engineer (IE)	Technical resource responsible for establishing connectivity and platform build
Onboarding Specialist	Responsible for facility and member onboarding, account configuration and platform build
Regional Sales Director (RSD)	Account owner and escalation point.
Relationship Manager (RM)	Long-term contact for live Products – optimization and issue resolution.

Trainer	If applicable
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Customer and Experian Health Resource Requirements

Experian Health scope of services includes the following unless otherwise noted herein:

3.4. **Implementation Leadership including Implementation Management– Experian Health will:**

- 3.4.1. Direct implementation start-up and provide cross-functional coordination and alignment of Experian Health resources. Experian Health will collaborate with Customer team to establish and maintain a mutually agreed upon implementation schedule for Experian Health and Customer resources.
- 3.4.2. Work with Customer to manage the scope of the technical portion of the Implementation and monitoring overall progress of the technology work.
- 3.4.3. Develop and manage the Implementation in accordance with a mutually agreed upon Project Workplan.
- 3.4.4. Formally document any Change Orders, including shepherding requests through Experian Health Product Management, development (if applicable), and pricing for Customer approval.
- 3.4.5. Set the cadence for Customer and Experian Health team communications.
- 3.4.6. Serve as the point of escalation for Experian Health Product issue resolution.
- 3.4.7. Identify and document risks that could hinder bringing the implementation to successful conclusion.
- 3.4.8. Provide implementation status reports for Experian Health activities.
- 3.4.9. Provide the Experian Health resources as outlined below for the duration of the implementation.

3.5. **Implementation - Experian Health will:**

- 3.5.1. Work with Customer in the planning phase to define options for fulfilling defined functional needs.
- 3.5.2. Lead functional design work sessions specific to Experian Health Product standard functionality and standard reports. Experian Health will guide customer in translating their business requirements into Product-related decisions and settings.
- 3.5.3. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:
 - Test plans.
 - Test scenarios.
 - Testing issue tracking.
 - Testing completion and sign-off.
- 3.5.4. Provide guidance and direction in education planning. Additionally, Experian Health and Customer will work together to complete the requirements outlined in detail in Section 8 and the Product-specific section of this SOW.
- 3.5.5. Provide support and direction to customer in preparation for "Go-Live" (as such term is defined in more detail in Section 9 herein) and elaborated upon in the Product-specific section of this SOW. Experian Health will support the event as specified in the Implementation Workplan and will work with customer to facilitate transition to Support at

the end of the event. Additionally, Experian Health and Customer will work together to complete the following:

- Cutover strategy.
- Go-Live plan.
- Site readiness/change management plan.

3.5.6. Train Customer on the Client Support Portal and issue logging system upon Go-Live

3.6. **Implementation Leadership – Customer will:**

- 3.6.1. Provide cross-functional coordination and alignment of Customer resources. Customer will collaborate with Experian Health team to establish and maintain a mutually agreed upon on-site and remote schedule for Experian Health resources.
- 3.6.2. Provide Customer technical resources to partner with the Experian Health team to implement the technology portion of the implementation. This includes monitoring overall progress of the technology work and removing roadblocks for Customer technical team's progress.
- 3.6.3. Regularly review and manage implementation in accordance with a mutually agreed upon Workplan.
- 3.6.4. Participate and collaborate in the Change Order process. Cooperate when scope changes arise so that decisions are made in a timely manner to not cause delays and either proceed as planned or change scope.
- 3.6.5. Provide physical space, technology required and subject matter expert participants for workflow design, testing and live system events.
- 3.6.6. Work with Experian Health to establish key performance metrics to measure and monitor engagement progress and milestone achievement.
- 3.6.7. Collect baseline key performance metric data before and after implementation to benchmark product efficacy.
- 3.6.8. Provide Customer resources as outlined above for the duration of the implementation.
- 3.6.9. Create and execute the operational change management strategy prior to introducing Experian Health products.

3.7. **Implementation - Customer will:**

- 3.7.1. Work with Experian Health in the planning phase to define options for fulfilling defined functional needs.
- 3.7.2. Complete required document collection for Experian Health product build, including pulling and submitting data from the PMS, HIS and any other systems as needed per the specifications provided by Experian Health.
- 3.7.3. Participate in functional design work sessions specific to Experian Health Product(s) standard functionality and standard reports. Customer will serve as experts in current workflow and in Health Information System/PMS capabilities to translate its business requirements into Product-related decisions and settings.
- 3.7.4. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:
 - Test plans.
 - Test scenarios.
 - Testing issue tracking.
 - Testing completion and sign-off.

- 3.7.5. Customer will reasonably cooperate with the requirements outlined in detail in [Section 8](#) and the Product-specific section of this SOW. Customer will complete its portion of the following:
 - Needs assessment finalizing scope and content of training sessions.
 - Education agendas.
 - Coordinating with Experian Health to schedule training post-testing and to ensure that all necessary users participate in training
- 3.7.6. Customer will work to implement the following as set out by Experian Health:
 - Cutover strategy.
 - Go-Live plan, including site readiness/change management.
- 3.7.7. Customer will serve as first line of defense for issue triage post-live and will log issues with the Client Support Portal post live and portal training.

Implementation Expectations

4. **Planning**
During the planning phase, Experian Health will review Customer-provided information related to business objectives and workflow, as well as content provided through the document collection process. Customer must provide information contained in the Product-specific section of this SOW.
5. **Connectivity**
Connectivity is one of the first major milestones and typically takes 4-5 weeks from contracting and consists of completing documentation, establishing ports, setting up firewall access and testing connectivity between your system and Experian Health. Product-specific connectivity details are listed in the Product section of this SOW. Customer shall work with Experian Health in good faith to establish connectivity. Customer acknowledges that lack of connectivity may extend the implementation timeline.
6. **Build**
During the build phase, Experian Health will use data provided by customer to create each standard Product.
 - 6.1. Product Build is outlined in the product-specific section of this SOW.
 - 6.2. Unless otherwise noted in this SOW, complete build will follow the standards outlined in the product-specific sections of this SOW and will include all model functionality and features.
 - 6.3. Requests to deviate from the standard functionality and features will be documented with the Change Order process and may be subject to additional cost.
7. **Testing**
Experian Health will perform internal quality assurance testing before providing the system to Customer for UAT. UAT consists of Customer-inclusive workflow and scenario-based testing of the product by its eventual users. The specific testing requirements vary by product and will be as set forth in more detail below in the Section of each product table entitled "Testing".
 - 7.1. UAT preparations will begin during the Build phase and include validating system readiness for testing, reviewing and customizing Experian Health standard testing scripts, availability of acceptable test data (in most cases real patient data is required), customer-provided centralized testing space, Customer testing resources for the duration of UAT.
 - 7.2. The Experian Health Implementation Consultant will begin UAT with a PowerPoint-based overview of testing expectations and with a Product review for participants. This Product review does not replace the need for participants to attend end-user training.
 - 7.3. UAT duration is defined per Model Product timeline. Additional testing time will impact the Go-Live date.
 - 7.4. Specific testing requirements per product are included in the product-specific section of this SOW.

- 7.5. Customer is allotted test transactions that total no more than 10% of total annual encounter volume outlined in Section 2. Transactions that exceed this threshold shall be invoiced to Customer.
- 7.6. Issues found during UAT: Go-Live critical issues are defined as preventing Go-Live. Non-critical does not prevent Go-Live for each respective product.

8. Training

- A. Experian Health will collaborate with customer to provide a training program and schedule that will facilitate adoption by all users. Applicable training services have been designed to provide users at all levels with the knowledge necessary to productively use all purchased Experian Health Products. The specific training recommendations and delivery approaches vary by product and will be as set forth in more detail below in the Section of each product table entitled "Training".
- B. During the implementation phase, the Implementation Consultant will work collaboratively with Customer to determine the timing for training and to coordinate the training plan and schedule details. Training sessions are instructor-led and delivered onsite or remotely and include detailed product functionality overviews along with training materials and user guides. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer.
 - 8.1. Train-the-Trainer model: Experian Health's trainers will work with Customer training team members to become proficient in training Experian Health Products. Train-the-Trainer includes customized training materials and QuickStart guides for trainees, as well as a proficiency exam for trainers.
 - 8.2. Online Training: Experian Health shall provide online training for products listed in this SOW. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer. An Experian Health Trainer will provide comprehensive training materials and content via webinar to designated product end users and/or training staff.
 - 8.2.1. Experian Health recommends that Customer reserve a training room if multiple attendees from Customer's site will be attending.
 - 8.2.2. Complete desktop personal computer systems for each attendee.
 - 8.2.3. Telephone with Speaker Functionality (or a headset if Customer will be participating from a desk)
 - 8.2.4. Internet connections for all attendees
 - 8.3. Experian Health's trainers will provide training materials and deliver content via webinar to Customer's staff.
 - 8.4. Experian Health offers a variety of reference materials for Customers, which are readily available. Materials include detailed online user guides, reference documents and a series of video tutorials.
 - 8.5. Specific training recommendations and delivery approach per Product are included in the Product-specific section of this SOW.

9. Go-Live, Go-Live Support and Additional Feature Implementation

- 9.1. Go-Live is defined per Product in the Product-specific section of this SOW.
- 9.2. Go-Live support will be provided by Experian Health's Implementation Consultant team.
- 9.3. Go-Live issues will be documented by the Implementation Consultant team and logged as Cases for the Experian Health support team if additional troubleshooting knowledge is needed. Cases are prioritized by criticality. Low priority (P4-P5) items such as Product enhancement requests may transition in ownership from implementation to customer support prior to case closure.
- 9.4. Additional Product functionality may be scheduled to implement post Go-Live, for example, if live system data is necessary to complete configuration.
- 9.5. Approved Change Orders, including unpaid but agreed-upon enhancements to best practice features or functionality, as defined in the Product-specific sections, and paid scope changes documented by a Change Order form that were not required for Go-Live may also be implemented post Go-Live.

10. Product Optimization Workshop (POW)

- 10.1. Experian Health may perform POWs either via Webinar or in-person, depending upon the Product, customer availability and overall implementation size approximately 30-60 days after Go-Live unless the Product-specific terms dictate otherwise. During this time, the Implementation

Consultant will review with Customer the following: Product configuration, reporting, using the Client Support Portal and the transition to Account Management. Issues and workflow improvement items identified during this POW will be addressed by implementation or support, as appropriate.

11. **Ongoing Maintenance and Optimization**

- 11.1. By the end of the implementation, Customer shall take over primary ownership and will be responsible for tasks including but not limited to:
 - 11.1.1. Submitting cases to Experian Health Support for found issues.
 - 11.1.2. Supplying updated system information (CDM, Payers/Plans, Contracts, etcetera).
 - 11.1.3. Communicating problem workflows to Experian Health for assistance.
 - 11.1.4. Supporting additional contracted location rollouts of existing functionality.
 - 11.1.5. Playing a primary role with Health Information System upgrades.
 - 11.1.6. Maintaining user and payer mappings.
- 11.2. Experian will be responsible for the following:
 - 11.2.1. Transitioning responsibility to Relationship Management and customer support:
 - The transition process begins when Go-Live has been achieved for the transitioning Product(s). The transition is proposed and goes through a series of Experian Health internal approvals to validate that Customer is stable and ready to transition. Customer is made aware of the pending transition during this time.
 - The Implementation team will provide details about Customer and setup and provide documentation relevant to the install to the Relationship Manager who will be working with Customer long-term.
 - The Implementation team and Relationship Manager will mutually agree upon the timeline for the Relationship Manager to transition into the lead contact role.
 - 11.2.2. The Project Manager will initiate an Implementation Closure document and will confirm closure with Customer.
 - 11.2.3. Change Order items still on the development roadmap will continue to be tracked by the Relationship Manager.
 - 11.2.4. The Relationship Manager will serve as the long-term Experian Health representative assigned to Customer's account.
 - 11.2.5. Customer support will be responsible for working with Customer to resolve found issues in set-up and for assisting with maintenance tasks post-Go-Live.

Self-Service Patient Estimates - Combined (technical and professional)

Functionality:	<ul style="list-style-type: none"> • Insured payer contracts must be modeled in Patient Estimates to be available for Self-Service Patient Estimates • Utilizes existing print-out with customer logo and verbiage • Reference numbers provided on the website, for the patient generated estimates, are available in eCare Next for up to 90 days • Template search set up to include procedures you want your patients to price online • Website: FAQs, Acknowledgement and the Contact Us fields <ul style="list-style-type: none"> • The following features will exactly match your existing Patient Estimates features: • Estimates on modeled payers • Discounts • PDF <p>Leverages logic from the provider's charge description master and/or fee schedule, claims history, payer contract terms, and the patient's insurance benefits specific to the procedures being estimated to provide a comprehensive estimate.</p> <p>Functions as a basis for shoppers seeking pricing information.</p> <p>Multiple user-friendly procedure search/selection capabilities.</p> <p>Estimate Calculation Explanation allows patients to easily understand estimate details.</p> <p>Customized procedure selection template.</p> <p>When applicable combines institutional and professional charges onto one comprehensive PDF document.</p>	
Standard Implementation Timeline:	<p>8 weeks</p> <p>If purchasing at the same time as desktop Patient Estimates, Experian Health requires desktop Patient Estimates to be live for 2-4 weeks prior to Self-Service go-live.</p>	
Key Deliverables:	<p>NOTE: Full Desktop Patient Estimates must be fully implemented, prior to completion of the Self-Service Patient Estimates build</p> <p>Self-Service Patient Estimates mirrors the build of the existing (or purchased) desktop Patient Estimates (i.e., a client that has Facility Only (technical charges) desktop estimates can only implement Facility SSPE)</p>	
Testing:	<p>Self-Service Patient Estimates testing is required in a production Live URL. Once testing is complete clients control timing and placement of the Production URL on their website.</p> <p>Validate website skins, disclaimers, and contact us details.</p> <p>Validate Template Selections</p> <p>Client creation of core desktop estimates against known results of client generated Self-Service Patient Estimates</p>	
Training:	<p>VAT users will have Implementation assisted training on creating estimates on the website production URL, with an impersonation of a scheduled patient event. Additional client facing video tutorial along with a comprehensive Client User Guide will be provided.</p>	
Go-Live:	<p>Upon delivery of the UI/UX Production URL</p>	
Project Team Role	Type	Description

Patient Estimates

Patient Estimates (PE) is a user-friendly product that allows patient cost estimates to be generated by utilizing information from the charge description master (CDM), payer contracts, claims data, and eligibility response data such as copay, deductible, and coinsurance. Multiple search options and customized templates make it easy for users to find the right procedure, while easy-to-read estimate breakdowns allow for transparency so that users and patients can understand how the estimate was calculated.

NOTE: Combined Patient Estimates are only generated out of the hospital/ HIS. Combined Estimates clients that are on different HIS and PMS systems require preliminary technical review with the Experian required resources prior to contract execution

No Surprise's Act (NSA) GFE Compliant to include CMS required disclaimers

Allows users to manually create estimates for shoppers seeking pricing information without a scheduled procedure

Estimates calculate with LOS, modifiers, type of service, place of service, physician and Par/non-Par eligibility benefits which can be easily modified by the end user if needed

Allows staff to easily view/ explain to the patient calculated estimate details

Custom client user representative scripting

Built-in feature to crosswalk CPT to applicable HCPCS

Estimate PDFs (if contracted) are available to document imaging systems through an Experian sFTP folder that allows client pick up

Customizable procedure selection templates

Provides storage and audit trail of estimates for 90 days within eCare NEXT®

Reporting Estimate utilization, by user, department, payer, or many other filtered views are available via the Experian Power Reporting Portal. All reports can be accessed by key client resources ad-hoc and exported on demand

Functionality:

Standard Implementation Timeline:	<p>Upon successful Connectivity, Connect and Community Portal access, and receipt of required deliverables the timeline is 6 Weeks to Production Live. eCare NEXT® Eligibility must be live with real patient data for 2 weeks prior to Desktop Estimates Go-Live</p> <p>Production Live includes core product functionality with end users being able to generate Self-pay Estimates, 2 Insured Commercial Payers and Medicare Estimates. Remaining payer contracts will be defined/completed after Functional Go-Live and project completion, via the refined support case process at any time through the life of the Experian Contract and at client convenience. 10 additional payer contracts at a time will be allotted in 60-day increments.</p>
Key Deliverables:	<p>Needed within one week of Estimates Project Kickoff</p> <p>File specifications provided upon request: Complete CDM (Charge Master) in Excel format Customer will need to provide 2 Commercial Insurance Payer contracts in a PDF format (preferred), Medicare Provider Number and Self-pay rates. Client will be required to open contract definition cases for both implementation and post live maintenance in the secure Experian Community Support Portal If customer has fee schedules Experian Health requires those in Excel/CSV format Complete Physician Roster with NPI, CMS Specialty Code and Taxonomy (Professional and Combined Estimates Only) Complete listing of billing NPI numbers Complete Production Insurance Master in Excel format 12 months Historical 837 Standard Industry Claims, along with a daily placement via Experian Secure FTP 3 months Historical 835 Standard Industry Remit Files, along with a bi-weekly or monthly placement via Experian Secure FTP Discount details expected to be visual on the estimate printout Health System Logo in a .PNG format</p>
Testing:	Product is considered live at the completion of Vendor Acceptance Testing (VAT) with no outstanding Go-Live critical items. Vendor Acceptance Testing (VAT) is performed by client selected super users.
Training:	<p>Experian Health recommends onsite or the train-the-trainer approach but will also accommodate requests for web training for Patient Estimates. Training sessions for Patient Estimates product focus on navigation basics, creating commercial insurance, Medicare and Self-Pay estimates, search options, reviewing estimate results and hands-on practice.</p> <p>Video Tutorials are also available.</p>
Go-Live:	The product is considered live at the completion of Vendor Acceptance Testing (VAT) with no outstanding Go-Live critical items. Vendor Acceptance Testing (VAT) is performed by client-selected super users.

Project Team Role	Type	Description
Contract Definition Analyst	Experian	Custom build Customer's payer contracts on Experian's Contract Management engine.
Marketing Leadership	Customer	Delivers and approves all patient-facing content and logos included in Patient Estimate template.

Contract Definition - Unlimited

Functionality:	The Experian Health Contract Definition team provides comprehensive review, analysis and detailed definition of payer contracts into our Contract Manager Contract framework for use with Patient Estimates.
Standard Implementation Timeline:	When sold with an initial estimate build, timing is a subset of standard Patient Estimates Implementation Gant Add Product Contract Amendment for Unlimited Payer Contracts there is no implementation project. Clients will open cases at their convenience to add payer contracts.
Key Deliverables:	<p>Customer provides electronic copies by opening cases within our secure Experian Community Portal by Payer, Payer Product and/or Specialty. Customer is responsible for attaching payer contracts, amendments and/or associated fee schedules for modeling.</p> <ul style="list-style-type: none"> - Experian Health will be in regular contact via our Community Portal support case(s) and may require clarification and assistance throughout the implementation process in obtaining and defining information when it is unclear in the written documentation. Prompt assistance will help ensure that there are not delays in the project. - Involvement from customer organization's Payer Contracting Department is essential. Managed Care or Payer Contracting Manager (or someone responsible for payer contracting) will be the main point of contact for all questions related to contract definition and requests for assistance regarding contracts. - If reimbursement is based on a nationally published reimbursement fee source such as Medicare RBRVS or St. Anthony's RBRVS, no fee schedule is necessary. - Ongoing Maintenance is required by the client to provide any payer updates to Experian Health when reimbursement, fee schedules, and/or claims processing guidelines change. <p>It is important to note the following:</p> <ul style="list-style-type: none"> - Experian Health focuses on group contracts. Experian Health does not define individual contracts for individual providers. - All providers will be considered as credentialed and contracted for all agreements loaded into Contract Manager; therefore, Experian Health will not verify provider participation and contractual status. - Experian Health defines agreements at the contract level, as opposed to the payer level. As an example, Experian will define customer's contract once with ABC PPO, instead of ten different times for each of the payers that access the ABC PPO contract. - Contract Manager uses this contract information to value each estimate or claim that relates each to the contract information in the Experian Health database. During implementation, our Contract Analysts set up contract codes and define the specific variables for each of the contracts that will be used in Contract Manager.
Testing:	<p>Contract Definition completes internal testing based on interpretation and understanding of contract. When testing is completed the contract support case will be sent back to the client for review/validation.</p> <ul style="list-style-type: none"> -Testing of inpatient and outpatient scenarios -Complex terms tested via multiple iterations -Minimum percentage of all services tested - based on complexity of contract

	-Real claim examples used to ensure terms are appropriately modeled -Validation of multiple procedure reductions validate as appropriate
Training:	Formal training to view modeled contracts in our Contract Manager Tool via the training department can be requested.
Go-Live:	With a net new Patient Estimates Implementation, Production Live will include core product functionality with end users being able to generate Self-pay Estimates, 2 Insured Commercial Payers and Medicare Estimates. Remaining payer contracts will be defined/completed after Functional Go-Live and project completion, via our refined support case process at any time through the life of the Experian Contract and at client convenience. 10 additional payer contracts at a time will be allotted in 60-day increments. When a client is legacy live with Patient Estimates, adds on Unlimited Payer Contracts, Go Live is considered at execution of contract. Clients will open cases at their convenience to add payer contracts.

Project Team Role	Type	Description
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Coverage Discovery® - EDI (Epic)	
Functionality:	<p>Ability to execute an On-Demand Coverage Discovery® from within Epic and receive back the found coverage as unsolicited 271s within the existing Epic workflow.</p> <p>The most common workflows are either a manual or an automatic. The manual workflow is where an end user creates a “Coverage Discovery” payer shell record to send the query to Experian. Any found coverage is returned as an unsolicited 271 that drops to a work queue to be worked. The automatic workflow would entail configuring Epic to automatically send out a patient query upon check in or admission. Both use a Coverage Discovery payer shell record, unsolicited 271 configuration, and a work queue for follow up.</p> <p>Verifies patient’s demographics - name, address, SSN, DOB, and country, for increased likelihood of finding coverage.</p>

	<p>Uses weighted "Confidence Scoring" to reduce the number of potential false positives which ensures staff time is used on accounts most likely to be re-billable to insurance.</p> <p>Each implementation includes:</p> <ul style="list-style-type: none"> • Account data enrichment and demographics supplementation. • Response Optimization and filtering options. • Standard reporting
Standard Implementation Timeline:	<p>7 weeks. Premium EDI must be live or installed concurrently.</p>
Key Deliverables:	<p>Define account types and/or patient classes for Coverage Discovery® submission</p> <p>The Customer's internal team will need to complete build within Epic or the interface engine. Epic Technical Services (TS) can be helpful in answering specific Epic build questions with the assistance of the Experian Implementation Consultant.</p> <p>Create copy of incoming 271 response interface for unsolicited responses.</p> <p>Configure unsolicited 271 interface.</p> <p>Build Coverage Discovery Payer in Epic and enable for RTE.</p> <p>Update security to allow end users access to On Demand Coverage Discovery and prevent them from attaching Coverage Discovery coverage record to an account (considered a shell record only).</p> <p>Add City, State of Residence, and MRN/HAR/CSN to outgoing 270 eligibility inquiry.</p> <p>Build Epic workqueue & rules for found coverage.</p> <p>Determine appropriate CD reuse rules (none/DOS/Calendar Month) set on the Experian side.</p> <p>Consider using plan mapping or Bad Plan Code Detection for plan creation.</p>
Testing:	<p>Since the workflow is within Epic, all testing will be done by the client within their Epic environment working with an Experian Health team member to review results</p>
Training:	<p>With Epic products, Experian Health recommends incorporating this integration into standard, workflow-based Epic training materials whenever applicable. As the workflow is within Epic, client resources must complete training for their organization.</p>
Go-Live:	<p>Customer submits a Coverage Discovery® On-Demand request and Experian Health returns an unsolicited 271 response which will drop to an Epic work queue to be worked.</p>

Project Team Role	Type	Description
Epic Technical Services (TS)	Customer	Epic resource(s) may need to help with Epic-specific configuration (build, workqueues, extracts, etc).

Identity Verification (Epic)		
Functionality:	<p>Verifies or updates patient's demographics (Name, address, SSN, DOB, phone, county, and alerts).</p> <p>Customizable alerts and scripting for dealing w/discrepancies and potential cases of ID theft.</p> <p>All addresses are CASS certified (validates address, standardizes to USPS standards, adds zip4).</p> <p>Automated fraud and identity theft prevention feature (i.e., helps comply w/FTC's Red Flag requirements).</p>	
Standard Implementation Timeline:	<p>8 weeks.</p> <p>Because a product with FCRA-regulated data is included in scope, Customer will need to fill out the Membership Application and go through vetting with Experian Health's Customer Care team to ensure that the requisite Permissible Purpose is certified for such Products. Vetting must be finalized prior to implementation and is a dependency for moving into the build phase.</p>	
Key Deliverables:	Requires K22/Q22 interface license from Epic.	
Testing:	UAT testing using STAR test data is required and sign off to move to production.	
Training:	With Epic products, Experian Health recommends incorporating this integration into customer's standard, workflow-based Epic training materials whenever applicable. As the workflow is within Epic, customer resources must complete training for their organization.	
Go-Live:	Customer sends a real-time or batch transaction request to Experian Health and Experian Health responds with a valid (non-error) response in a production environment.	
Project Team Role	Type	Description
Epic Technical Services (TS)	Customer	Epic resource(s) may need to help with Epic-specific configuration (build, workqueues, extracts, etc).

X12 270/271:

- X12 270/271 interface to Epic that takes insurance eligibility requests from Epic and connects to over 900 payers.
- Perform both real-time and batch requests for patients within Epic.
- Route requests to the appropriate payers and provide full 271 information, including eligibility status, demographic information on file and benefit information provided by the payer (Note – Experian is also able to access information via payer website and embed into the 271 – see Web Capture below for more details).
- Information will flow back into the Epic Response History in registration and can flow into Epic work queues.
- Separate connections for both a non-Production and Production environment as well as separate ports for scheduled batch jobs versus real-time requests.
- Connectivity can be established directly to Epic or through an interface engine. An interface engine is typically not needed, unless routing Eligibility data to other systems.

Embedded Alerts:

- Alerts are brought to the top of response history in Epic so that users are alerted to important information within the response ensuring that specific benefits and coverage can be reviewed.
- Standard alert set available for Premium EDI Eligibility.

Bad Plan Code Detection:

- Suggests the plan ID the patient has based upon the information returned in the 271 response from the payer.
- Build in Epic will look to the suggested plan and either add it (for a net new patient) or suggest a plan mismatch (when comparing to a patient that already has a different coverage).
- Epic can automatically term old coverage and add the suggested plan (Optional).
- Experian Health recommends mapping 80% of volume including a clients biggest problem plans

Normalization:

- Group benefit information across payers consistently in Epic.
- Analysis of new-new payers needed prior to implementation.
- Distinctly groups specialist benefits which are not standardly coded.

Web Capture:

- Take data from the payer's website and embed it into the 271 response if standard 271 response doesn't include specific data points.
- When standard EDI 271/271 response is not available, create 270/271 from payer website.
- Implementation on a per-payer basis when possible.

Coverage Eligibility Batch Jobs:

- Uses Epic registration batch job processes.
- Separate port provided to parse these requests from real-time eligibility queries.

Payer Chaining:

- Experian Health will configure the response to include the external mnemonic for processing the additional payer indicated by initial payer.
- Experian Health initiates the request to the additional payer indicated in original response with two return options:
 - 1)Experian can return the "most meaningful" response so that instead of receiving back the original request, the "additional" payer that was processed in the chaining process would be returned. For example – Medicaid is originally sent for processing, an MCO is indicated by Medicaid so Experian automatically performs the search against the Medicaid MCO payer and returns the Medicaid MCO payer response, not the Medicaid response.

Functionality:

	2) Experian could return all payer responses which require additional Epic build to allow unsolicited 271 messages.
Standard Implementation Timeline:	13 weeks.
Key Deliverables:	<p>Payer List for real-time eligibility.</p> <p>Transaction examples for each plan that will be plan mapped with Bad Plan Code Detection.</p> <p>User Lists and Mappings (if desired).</p>
Testing:	<p>Experian Health will assist with testing individual functions within a given product through the implementation process. Testing is handled within Epic test environments and Experian Implementation resources will be available to provide feedback and support.</p> <p>The number of testing transactions incurred each month should not exceed the monthly usage threshold outlined in client contract.</p>
Training:	With Epic products, Experian Health recommends incorporating this integration into standard, workflow-based Epic training materials whenever applicable. As the workflow is within Epic, customer resources must complete training for their organization.
Go-Live:	Customer sends a real-time or batch eligibility request to Experian Health and Experian Health responds with a valid real-time or batch response in a production environment.

Project Team Role	Type	Description
Epic Technical Services (TS)	Customer	Epic resource(s) may need to help with Epic-specific configuration (build, workqueues, extracts, etc).

OneSource	
Functionality:	<p>Access to all Experian Health payers for eligibility (limited to payers accepting provider's NPI)</p> <p>Lookup feature for transactions run up to 90 days in the past</p>

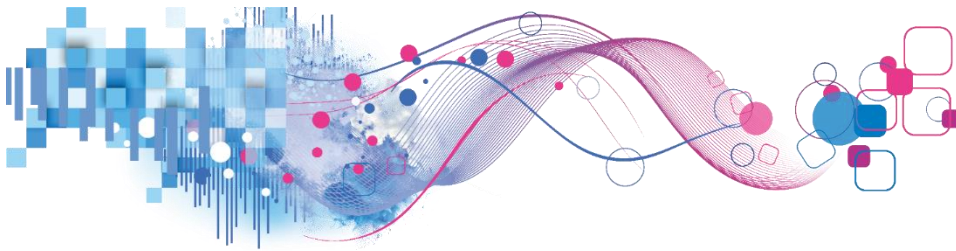
	Reference ICD-10 and CPT codes
Standard Implementation Timeline:	4 weeks.
Key Deliverables:	List of end users
Testing:	N/A
Training:	Experian Health's flexible training approach for OneSource® and the Self-Service Portal is on demand and self-paced. End-users are able to take advantage of both comprehensive video training tutorials and detailed user guides. These resources are available to Customer 24/7. Access to all of these resources will be provided by Experian Health.
Go-Live:	Completion of Onboarding

Project Team Role	Type	Description
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This SOW contains the complete and exclusive understanding between the Parties regarding the subject matter herein and supersedes any prior or contemporaneous agreements, oral or written. Following the execution of the agreement to which this SOW is exhibited, no provision of this SOW shall be modified or amended except in a writing signed by authorized representatives of both Parties.

Exhibit A1

SOW – ClaimSource



San Mateo - ClaimSource
San Mateo Medical Center

July 26, 2023

Experian Health Statement of Work for San Mateo Medical Center

In preparation for implementing Experian Health revenue cycle solutions at San Mateo Medical Center locations set forth in Section 2 herein this Statement of Work (“SOW”) will outline project goals, process, resources and commitment needed from both Parties to ensure a successful implementation and positive outcome. Experian Health will leverage industry standards and Experian Health’s product implementation methodology which provides best practice recommendations for feature functionality by product based on industry experience and market feedback.

12. **Overview:**

Experian Health will provide Products as listed in this SOW:

Product	Suite
ClaimSource - Dental + ERA for Epic	Claims
ClaimSource - Eligibility	Claims
ClaimSource - Institutional/Professional + ERA for Epic	Claims
ClaimSource Archive Historical Claim Load	Claims
ClaimSource Archive Historical Remit Load	Claims
Electronic Attachments Interface	Claims

- 12.1. All Product implementations will follow a milestone-based implementation process as described below. Applicable timelines will be listed in the Product-specific section of this SOW.
- 12.2. Experian Health and Customer will review the implementation timelines throughout the implementation process and adjust if appropriate. Changes to the implementation process may result in modifications to timeline and scope of service. The project team will review changes and if material change in scope is needed, the additional work will be documented and priced according to the Change Order (as defined below) process. Standard timelines in the Product-specific section are based upon industry and customer experience and are dependent upon both Parties’ ability to execute each deliverable in the allotted timeframe. Delays on either side may result in an elongated timeline. Acceptance Criteria: Customer shall test the Product(s) for issues related to Go Live (as such term is defined in each Product section). Additional details on testing requirements are documented below in the User Acceptance Testing (UAT) Section 7. Failure by Customer to test or provide notice of non-conformance, in writing, within five (5) business days of completing UAT will result in the Products being deemed accepted.

If Customer rejects a Product or Deliverable, Customer must provide written notice containing a detailed explanation to Experian Health. Experian Health will cure all deficiencies within scope that are preventing Go-Live. If Customer rejection is out of scope of either the Agreement or this SOW (Customer is requesting custom work outside of product-specific language), Experian Health will prepare a Change Order document with appropriate costs outlined and only where Experian Health determines that the work is feasible. Customer will then approve and execute the Change Order document, which will include any associated costs and the revised timeline based on such changes. If development is not required, changes may be added to the project after Go-Live through the Change Order process. If development is required, and if Product Management and Development determine that these changes are feasible, they may be worked into

the product roadmap as future enhancements and managed outside of the implementation. Custom Programming is available, to the extent requested in writing by Customer, for a fee set forth in an amendment to the Agreement.

13. Facilities and Locations Included

This SOW and fees included assume implementation of the Experian Health Products set forth herein at only the locations included in the table below. Adding locations will result in increased scope, elongated schedule and additional cost.

Locations Included in Scope	Annual Encounters	Products in Scope
San Mateo Medical Center	360,000	

14. General Implementation Provisions

Experian Health will lead the implementation of the Product(s). Customer and Experian Health shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of Product(s) upon completion of the implementation process. Experian Health will provide artifacts, information and/or project workplans to support the implementation

Experian Health and Customer will create an implementation committee or equivalent (“Implementation Committee”), involving representatives from both Parties to validate implementation readiness against the Parties’ contractual obligations. Experian Health and Customer will review deliverables by Product including scope, duration and available resources. Additionally, Experian Health will perform evaluations at designated milestones to assess overall implementation status, to evaluate completion of critical implementation requirements, and to identify potential risk areas. “Change Orders” will be used to document material changes to scope, pricing and/or timeline. Each Party’s Implementation Committee members will also be accountable for reviewing and approving/declining all Change Orders (which must also go through the Parties’ signature process).

Experian Health implementations utilize the following governance structure or equivalent:

- 14.1. Implementation Committee consisting of:
 - 14.1.1. Customer Executive Sponsor (as defined below).
 - 14.1.2. Customer Super User by Product when applicable.
 - 14.1.3. Experian Health Implementation Sponsor (as defined below).
 - 14.1.4. Experian Health Project Manager or Implementation Consultants by Product, when applicable.
- 14.2. Customer and Experian Health Project Managers.
- 14.3. Customer review group.

Implementation Team – Roles and Responsibilities

Both Parties will be required to provide resources to successfully complete the implementation. The table below provides information on the type of resource to be assigned. Customer may wish to have multiple participants fill the Super User, Operational or IT roles based upon operational structure or change management needs. Additional roles are detailed in the Product-specific section of this SOW.

If more than two (2) Products will be installed, a customer Project Manager must be assigned.

Customer

Title	Job Description
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Executive Sponsor	Key operational stakeholders that define scope for project, provide updates on progress and leads operational readiness - serves as a champion for the implementation in Customer organization.
Project Manager (PM)	Responsible for providing implementation leadership and monitoring implementation status. Communicates regularly with both internal Executive Sponsor and the Experian Health Project Manager.
IT Analysts	Assist in providing necessary documents and HIS specific configuration
Super Users	Operational users/managers that become experts in products. Input required throughout implementation especially during testing and training. Super Users may also be part of the implementation committee as needed.
Network/Desktop Admin	Configuration of connectivity and deployment of application.
Other	All resources necessary to successfully fulfill contractual objective.
Additional Roles	Product-specific roles will be defined in the product-specific section of this SOW

Experian Health

Title	Job Description
Implementation Executive Sponsor	Executive-level contact responsible for implementation oversight and high-level issue escalation
Project Manager (PM)	Overall implementation lead for the install, responsible for developing implementation workplan, timelines and monitoring/communicating overall status of implementation.
Implementation Consultant (IC)	Product-specific resource responsible for configuration of each application.
Integration Engineer (IE)	Technical resource responsible for establishing connectivity and platform build
Onboarding Specialist	Responsible for facility and member onboarding, account configuration and platform build
Regional Sales Director (RSD)	Account owner and escalation point.
Relationship Manager (RM)	Long-term contact for live Products – optimization and issue resolution.

Trainer	If applicable
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Customer and Experian Health Resource Requirements

Experian Health scope of services includes the following unless otherwise noted herein:

14.4. **Implementation Leadership including Implementation Management– Experian Health will:**

- 14.4.1. Direct implementation start-up and provide cross-functional coordination and alignment of Experian Health resources. Experian Health will collaborate with Customer team to establish and maintain a mutually agreed upon implementation schedule for Experian Health and Customer resources.
- 14.4.2. Work with Customer to manage the scope of the technical portion of the Implementation and monitoring overall progress of the technology work.
- 14.4.3. Develop and manage the Implementation in accordance with a mutually agreed upon Project Workplan.
- 14.4.4. Formally document any Change Orders, including shepherding requests through Experian Health Product Management, development (if applicable), and pricing for Customer approval.
- 14.4.5. Set the cadence for Customer and Experian Health team communications.
- 14.4.6. Serve as the point of escalation for Experian Health Product issue resolution.
- 14.4.7. Identify and document risks that could hinder bringing the implementation to successful conclusion.
- 14.4.8. Provide implementation status reports for Experian Health activities.
- 14.4.9. Provide the Experian Health resources as outlined below for the duration of the implementation.

14.5. **Implementation - Experian Health will:**

- 14.5.1. Work with Customer in the planning phase to define options for fulfilling defined functional needs.
- 14.5.2. Lead functional design work sessions specific to Experian Health Product standard functionality and standard reports. Experian Health will guide customer in translating their business requirements into Product-related decisions and settings.
- 14.5.3. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:
 - Test plans.
 - Test scenarios.
 - Testing issue tracking.
 - Testing completion and sign-off.
- 14.5.4. Provide guidance and direction in education planning. Additionally, Experian Health and Customer will work together to complete the requirements outlined in detail in Section 8 and the Product-specific section of this SOW.
- 14.5.5. Provide support and direction to customer in preparation for "Go-Live" (as such term is defined in more detail in Section 9 herein) and elaborated upon in the Product-specific section of this SOW. Experian Health will support the event as specified in the Implementation Workplan and will work with customer to facilitate transition to Support at

the end of the event. Additionally, Experian Health and Customer will work together to complete the following:

- Cutover strategy.
- Go-Live plan.
- Site readiness/change management plan.

14.5.6. Train Customer on the Client Support Portal and issue logging system upon Go-Live

14.6. **Implementation Leadership – Customer will:**

- 14.6.1. Provide cross-functional coordination and alignment of Customer resources. Customer will collaborate with Experian Health team to establish and maintain a mutually agreed upon on-site and remote schedule for Experian Health resources.
- 14.6.2. Provide Customer technical resources to partner with the Experian Health team to implement the technology portion of the implementation. This includes monitoring overall progress of the technology work and removing roadblocks for Customer technical team's progress.
- 14.6.3. Regularly review and manage implementation in accordance with a mutually agreed upon Workplan.
- 14.6.4. Participate and collaborate in the Change Order process. Cooperate when scope changes arise so that decisions are made in a timely manner to not cause delays and either proceed as planned or change scope.
- 14.6.5. Provide physical space, technology required and subject matter expert participants for workflow design, testing and live system events.
- 14.6.6. Work with Experian Health to establish key performance metrics to measure and monitor engagement progress and milestone achievement.
- 14.6.7. Collect baseline key performance metric data before and after implementation to benchmark product efficacy.
- 14.6.8. Provide Customer resources as outlined above for the duration of the implementation.
- 14.6.9. Create and execute the operational change management strategy prior to introducing Experian Health products.

14.7. **Implementation - Customer will:**

- 14.7.1. Work with Experian Health in the planning phase to define options for fulfilling defined functional needs.
- 14.7.2. Complete required document collection for Experian Health product build, including pulling and submitting data from the PMS, HIS and any other systems as needed per the specifications provided by Experian Health.
- 14.7.3. Participate in functional design work sessions specific to Experian Health Product(s) standard functionality and standard reports. Customer will serve as experts in current workflow and in Health Information System/PMS capabilities to translate its business requirements into Product-related decisions and settings.
- 14.7.4. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:
 - Test plans.
 - Test scenarios.
 - Testing issue tracking.
 - Testing completion and sign-off.

- 14.7.5. Customer will reasonably cooperate with the requirements outlined in detail in [Section 8](#) and the Product-specific section of this SOW. Customer will complete its portion of the following:
- Needs assessment finalizing scope and content of training sessions.
 - Education agendas.
 - Coordinating with Experian Health to schedule training post-testing and to ensure that all necessary users participate in training
- 14.7.6. Customer will work to implement the following as set out by Experian Health:
- Cutover strategy.
 - Go-Live plan, including site readiness/change management.
- 14.7.7. Customer will serve as first line of defense for issue triage post-live and will log issues with the Client Support Portal post live and portal training.

Implementation Expectations

15. **Planning**
During the planning phase, Experian Health will review Customer-provided information related to business objectives and workflow, as well as content provided through the document collection process. Customer must provide information contained in the Product-specific section of this SOW.
16. **Connectivity**
Connectivity is one of the first major milestones and typically takes 4-5 weeks from contracting and consists of completing documentation, establishing ports, setting up firewall access and testing connectivity between your system and Experian Health. Product-specific connectivity details are listed in the Product section of this SOW. Customer shall work with Experian Health in good faith to establish connectivity. Customer acknowledges that lack of connectivity may extend the implementation timeline.
17. **Build**
During the build phase, Experian Health will use data provided by customer to create each standard Product.
- 17.1. Product Build is outlined in the product-specific section of this SOW.
- 17.2. Unless otherwise noted in this SOW, complete build will follow the standards outlined in the product-specific sections of this SOW and will include all model functionality and features.
- 17.3. Requests to deviate from the standard functionality and features will be documented with the Change Order process and may be subject to additional cost.
18. **Testing**
Experian Health will perform internal quality assurance testing before providing the system to Customer for UAT. UAT consists of Customer-inclusive workflow and scenario-based testing of the product by its eventual users. The specific testing requirements vary by product and will be as set forth in more detail below in the Section of each product table entitled "Testing".
- 18.1. UAT preparations will begin during the Build phase and include validating system readiness for testing, reviewing and customizing Experian Health standard testing scripts, availability of acceptable test data (in most cases real patient data is required), customer-provided centralized testing space, Customer testing resources for the duration of UAT.
- 18.2. The Experian Health Implementation Consultant will begin UAT with a PowerPoint-based overview of testing expectations and with a Product review for participants. This Product review does not replace the need for participants to attend end-user training.
- 18.3. UAT duration is defined per Model Product timeline. Additional testing time will impact the Go-Live date.
- 18.4. Specific testing requirements per product are included in the product-specific section of this SOW.

- 18.5. Customer is allotted test transactions that total no more than 10% of total annual encounter volume outlined in Section 2. Transactions that exceed this threshold shall be invoiced to Customer.
- 18.6. Issues found during UAT: Go-Live critical issues are defined as preventing Go-Live. Non-critical does not prevent Go-Live for each respective product.

19. **Training**

- C. Experian Health will collaborate with customer to provide a training program and schedule that will facilitate adoption by all users. Applicable training services have been designed to provide users at all levels with the knowledge necessary to productively use all purchased Experian Health Products. The specific training recommendations and delivery approaches vary by product and will be as set forth in more detail below in the Section of each product table entitled "Training".
- D. During the implementation phase, the Implementation Consultant will work collaboratively with Customer to determine the timing for training and to coordinate the training plan and schedule details. Training sessions are instructor-led and delivered onsite or remotely and include detailed product functionality overviews along with training materials and user guides. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer.
 - 19.1. Train-the-Trainer model: Experian Health's trainers will work with Customer training team members to become proficient in training Experian Health Products. Train-the-Trainer includes customized training materials and QuickStart guides for trainees, as well as a proficiency exam for trainers.
 - 19.2. Online Training: Experian Health shall provide online training for products listed in this SOW. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer. An Experian Health Trainer will provide comprehensive training materials and content via webinar to designated product end users and/or training staff.
 - 19.2.1. Experian Health recommends that Customer reserve a training room if multiple attendees from Customer's site will be attending.
 - 19.2.2. Complete desktop personal computer systems for each attendee.
 - 19.2.3. Telephone with Speaker Functionality (or a headset if Customer will be participating from a desk)
 - 19.2.4. Internet connections for all attendees
 - 19.3. Experian Health's trainers will provide training materials and deliver content via webinar to Customer's staff.
 - 19.4. Experian Health offers a variety of reference materials for Customers, which are readily available. Materials include detailed online user guides, reference documents and a series of video tutorials.
 - 19.5. Specific training recommendations and delivery approach per Product are included in the Product-specific section of this SOW.

20. **Go-Live, Go-Live Support and Additional Feature Implementation**

- 20.1. Go-Live is defined per Product in the Product-specific section of this SOW.
- 20.2. Go-Live support will be provided by Experian Health's Implementation Consultant team.
- 20.3. Go-Live issues will be documented by the Implementation Consultant team and logged as Cases for the Experian Health support team if additional troubleshooting knowledge is needed. Cases are prioritized by criticality. Low priority (P4-P5) items such as Product enhancement requests may transition in ownership from implementation to customer support prior to case closure.
- 20.4. Additional Product functionality may be scheduled to implement post Go-Live, for example, if live system data is necessary to complete configuration.
- 20.5. Approved Change Orders, including unpaid but agreed-upon enhancements to best practice features or functionality, as defined in the Product-specific sections, and paid scope changes documented by a Change Order form that were not required for Go-Live may also be implemented post Go-Live.

21. **Product Optimization Workshop (POW)**

- 21.1. Experian Health may perform POWs either via Webinar or in-person, depending upon the Product, customer availability and overall implementation size approximately 30-60 days after Go-Live unless the Product-specific terms dictate otherwise. During this time, the Implementation

Consultant will review with Customer the following: Product configuration, reporting, using the Client Support Portal and the transition to Account Management. Issues and workflow improvement items identified during this POW will be addressed by implementation or support, as appropriate.

22. **Ongoing Maintenance and Optimization**

- 22.1. By the end of the implementation, Customer shall take over primary ownership and will be responsible for tasks including but not limited to:
- 22.1.1. Submitting cases to Experian Health Support for found issues.
 - 22.1.2. Supplying updated system information (CDM, Payers/Plans, Contracts, etcetera).
 - 22.1.3. Communicating problem workflows to Experian Health for assistance.
 - 22.1.4. Supporting additional contracted location rollouts of existing functionality.
 - 22.1.5. Playing a primary role with Health Information System upgrades.
 - 22.1.6. Maintaining user and payer mappings.
- 22.2. Experian will be responsible for the following:
- 22.2.1. Transitioning responsibility to Relationship Management and customer support:
 - The transition process begins when Go-Live has been achieved for the transitioning Product(s). The transition is proposed and goes through a series of Experian Health internal approvals to validate that Customer is stable and ready to transition. Customer is made aware of the pending transition during this time.
 - The Implementation team will provide details about Customer and setup and provide documentation relevant to the install to the Relationship Manager who will be working with Customer long-term.
 - The Implementation team and Relationship Manager will mutually agree upon the timeline for the Relationship Manager to transition into the lead contact role.
 - 22.2.2. The Project Manager will initiate an Implementation Closure document and will confirm closure with Customer.
 - 22.2.3. Change Order items still on the development roadmap will continue to be tracked by the Relationship Manager.
 - 22.2.4. The Relationship Manager will serve as the long-term Experian Health representative assigned to Customer's account.
 - 22.2.5. Customer support will be responsible for working with Customer to resolve found issues in set-up and for assisting with maintenance tasks post-Go-Live.

ClaimSource® Archive Historical Claim Load		
Functionality:	<p>Supports ANSI 837I and ANSI 837P files.</p> <p>Files are available for view and/or print only.</p> <p>Loading of historical claim files for review and reporting purposes.</p>	
Standard Implementation Timeline:	4-5 months from contract signing.	
Key Deliverables:	<p>Client must make historical data files available via an SFTP connection.</p> <p>Implementation includes loading and archiving of these historical ANSI 837I and ANSI 837P files.</p> <p>Request for custom programming changes to the files are out of scope and would require additional review and charges.</p>	
Testing:	Testing will be done internally to make sure that the historical files meet the ANSI 837I and ANSI 837P files specifications and are able to be loaded into the ClaimSource® system.	
Training:	Customer will be trained remotely on how to view these historical files within the ClaimSource® system.	
Go-Live:	Historical ANSI 837I and ANSI 837P files are viewable within ClaimSource®.	
Project Team Role	Type	Description
IT Analysts	Customer	Assist in providing necessary historical files in appropriate format
Support Programmer	Experian	Work with Implementation Consultant and client for all programming requirements

Dental and ERA (Epic)	
Functionality:	Supports Dental claims (ANSI 837D)

	<p>Provides customizable claim submission scheduling</p> <p>Standard ANSI 837 edits included</p> <p>Customizable response process utilizing Epic CRD or ANSI 277 files is fully supported</p> <p>Epic's Rapid Retest with same day corrected claim submission functionality is fully supported</p> <p>Enrollment team works with client through payer enrollment (claims and remits) when necessary</p> <p>Claims display on the Dental format with 837 accessible fields</p> <p>Standard dashboard reports and KPIs are available</p> <p>Electronic remittance processing of ANSI 835s is available</p> <p>Claim files accepted via automated sFTP delivery</p> <p>Claim exports are available</p> <p>Standard ANSI 837D files</p> <p>Print image format files</p>
Standard Implementation Timeline:	4-5 months from contract signing.
Key Deliverables:	<p>Completion of discovery questionnaire that assists in finalizing detailed business need scope for the claims project.</p> <p>Customer must provide Experian Health with:</p> <ul style="list-style-type: none"> • Payer website credentials where needed (ECS, Accelerated Crossover,.etc.) • All Tax IDs and NPIs needed to process enrollments • Signatures on certain payer enrollments • For some payers the client will have to go to the payer website and do the enrollments themselves, however we will provide detailed instructions on when this is needed and how to do it. • Test files for claims <ul style="list-style-type: none"> • Logic for any remit posting file splits or custom programming • All public IP address(es) and/or public IP address range from which client's personnel (including any offsite locations, outsourced vendors, etc.) will be accessing ClaimSource®. This is due to IP address access filtering that is enabled for security. <p>Epic integration build, which includes:</p> <ul style="list-style-type: none"> • Creation of Epic interface files (CRD and/or 277 formats) for importing back into Epic • All internal Epic programming is client's responsibility
Testing:	Testing for the entire claim life cycle, across specialties and in bulk, begins as soon as the client's ClaimSource® test site is built and available. This continues as an iterative process until go-live.
Training:	The ClaimSource® training team will work with the Project Manager to plan the onsite and go-live training sessions. The training team offers a web-based and on-site training program at customer training facility for billing and follow up staff.
Go-Live:	When claims going to a payer are accepted and adjudicated by the payer.

Project Team Role	Type	Description
Implementation Programmer	Experian	Work with the Implementation Manger, Trainer and client for all programming requirements
Claims Client Services Manager	Experian	Account Manager –long term contact for live products – optimization and issue resolution
Claims Enrollment	Experian	Handles the claims submission and remit enrollment process as desired, up to and including completing all payer

		enrollment forms, except for those that may require provider signatures and/or payer portal enrollment done by the provider only.
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ClaimSource® - Institutional Professional ERA (Epic)	
Functionality:	<p>Supports physician and hospital claims (ANSI 837P and ANSI 837I).</p> <p>Provides customizable claim submission scheduling and status options.</p> <p>Standard and payer-specific edits included.</p> <p>Implementation includes custom payer and provider-specific edits necessary for business.</p> <p>Customizable response process utilizing Epic CRD or ANSI 277 files is fully supported.</p> <p>Epic's Rapid Retest with same day corrected claim submission functionality is fully supported.</p> <p>Claims display on the 1500 or UB04 format with 837 accessible fields.</p> <p>Standard dashboard reports and KPIs are available.</p> <p>Electronic remittance processing of ANSI 835s is available.</p> <p>Claim files accepted via automated sFTP delivery.</p> <p>Claim exports are available.</p> <p>Standard ANSI 837P and ANSI 837I files.</p> <p>Print image format files.</p>
Standard Implementation Timeline:	22 weeks from contract signing.

	<p>ClaimSource® Implementation Team Contact List: Include members of the provider's team who will be working on the implementation</p> <p>Completion of ClaimSource® Implementation Billing Provider Information Template: Excel template used to capture information used by the EDI Enrollment team for claims and remit enrollment.</p> <p>Payer File</p> <ul style="list-style-type: none"> • Obtained from the customer's host system in either Excel or XML (spreadsheet) format; used in conjunction with the Billing Provider Information for EDI enrollments and payer mapping. <p>Completion of Customer Questionnaire: Information provided in this document gives Experian Health a better understanding of the customer's business operation and services provided.</p> <p>External/Public IP Address(es): For all customer locations that will be accessing the ClaimSource® portal; will be added to Experian Health's whitelist to allow access to ClaimSource®</p> <p>Outside vendor information: Any outside vendor that will need to access to the claim information processed and managed by Experian (company name, contact name, contact email and phone)</p>
Key Deliverables:	Custom Bridge Routines.
Testing:	Testing for the entire claim life cycle, across specialties and in bulk, begins as soon as the customer's ClaimSource® test site is built and available. This continues as an iterative process until go-live.
Training:	The ClaimSource® training team will work with the customer's PM to plan the onsite and go-live training sessions. The training team offers both web-based and on-site training programs at the customer's training facility for billing and follow up staff.
Go-Live:	<p>Customers are live when claims have been accepted and adjudicated by the payer to which they have been sent.</p> <p>The ClaimSource® team provides onsite go-live support and will work with the customer onsite during this time. The Implementation Manager will work with the customer to determine on-site dates for go-live support.</p>

Project Team Role	Type	Description
Implementation Programmer	Experian	Work with the Implementation Manger, Trainer and client for all programming requirements
Implementation Trainer/Analyst	Experian	Work with the Implementation Manger and client to cover all aspects of billing and workflow
Implementation Project Manager	Experian	Overall implementation lead for the install, responsible for developing project plan, timelines and monitoring/communicating overall status of project
Claims Client Services Manager	Experian	Account Manager –long term contact for live products – optimization and issue resolution
Claims Enrollment	Experian	Handles the claims submission and remit enrollment process as desired, up to and including completing all payer enrollment forms, except for those that may require provider signatures and/or payer portal enrollment done by the provider only.
Super Users	Customer	operational managers that become experts in products, input through testing and training
IT Analysts	Customer	assist in providing necessary documents and HIS specific configuration and test files, configuration of connectivity and deployment of application
Operational Leadership	Customer	key operational stakeholders that define scope for project, provide updates on progress and leads operational readiness and serving as a champion for the install.
Project Manager	Customer	responsible for providing project leadership and monitoring project status. Communicates regularly with both internal

		Project Champions and the Experian Health Project Manager
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ClaimSource® - Eligibility		
	Supports physician and hospital claims (ANSI 837P and ANSI 837I).	
Functionality:	Supports having eligibility checks done on selected payers.	
Standard Implementation Timeline:	22 weeks from contract signing. Prerequisite: ClaimSource® must be live.	
Key Deliverables:	Customer must provide Experian Health with: <ul style="list-style-type: none"> • List of payers for eligibility checks to be run on • Written approval to allow for “new” eligibility checks to be run from the ClaimSource® system with the knowledge that these transactions will be counted as BILLABLE and charged at the contractual rate for the existing Eligibility module. • All public IP address(es) and/or public IP address range from which the customer's personnel (including any offsite locations, outsourced vendors, etc.) will be accessing ClaimSource®. This is due to IP address access filtering that is enabled for security. 	
Testing:	Testing for the eligibility edits will be done with customer's claim data after Experian has deemed the claims module to be live.	
Training:	The ClaimSource® training team will work with the customer's analyst to plan remote training for this module.	
Go-Live:	Customers are live when the first claim is successfully edited against the existing eligibility repository response.	
Project Team Role	Type	Description
Implementation Programmer	Experian	Work with the Implementation Manger, Trainer and client for all programming requirements
IT Analysts	Customer	To provide Experian with the list of payers that eligibility checks are to be done on and make decision on whether new checks will be triggered.

ClaimSource® Archive Historical Remit Load

Functionality:	Supports ANSI 835 files. Files are available for view and/or print only. Historical 835s available for viewing and reporting purposes.	
Standard Implementation Timeline:	4-5 months from contract signing.	
Key Deliverables:	Client must make historical data files available via an SFTP connection.	
Testing:	Testing will be done internally to make sure that the historical files meet the ANSI 835 file specifications and are able to be loaded into the ClaimSource® system.	
Training:	Customer will be trained remotely on how to view these historical files within the ClaimSource® system.	
Go-Live:	Historical ANSI 835 files are viewable within ClaimSource®.	
Project Team Role	Type	Description
Support Programmer	Experian	Work with Implementation Consultant and client for all programming requirements
IT Analysts	Customer	Assist in providing necessary historical files in appropriate format

This SOW contains the complete and exclusive understanding between the Parties regarding the subject matter herein and supersedes any prior or contemporaneous agreements, oral or written. Following the execution of the agreement to which this SOW is exhibited, no provision of this SOW shall be modified or amended except in a writing signed by authorized representatives of both Parties.

Exhibit B

PRODUCT OFFERINGS, FEES AND PRODUCT SPECIFIC TERMS

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

PRODUCT OFFERINGS AND FEES

PRODUCT OFFERINGS AND FEES. Only the facility/facilities listed on Attachment K hereto shall be entitled to receive the Products and/or Services set forth in the Product Offering Table below. County agrees to complete Attachment K in its entirety. HIS/PMS system(s) applicable to this Agreement include Siemens Medical Solutions INVISION. Experian Health reserves the right to revise the pricing set forth in the Product Offering Table below if this Agreement is not signed within 45 days of the date of original submission to County.

Fees (Unit Price)

Product Description	Qty	Implementation	Subscription	Transaction
Electronic Data Interchange (EDI) Coverage Discovery identifies additional, date-specific, active coverage for existing patient accounts.	1	\$6,240	\$0.00	The Coverage Discovery Transaction Fee shall be billed as provided below.
The Premium Electronic Data Interchange (EDI) solution optimizes the 271 response, representing the collection, analysis, and consolidation of multiple streams of eligibility data. This premium package allows for normalization of 271 data across payers, embedded alerts that present important information to the registrar, bad plan code detection and repair to identify incorrectly registered insurances and web capture capabilities to automate notifications. This service	1	\$10,296	\$11,232	The Eligibility Verification Transaction Fee shall be billed as provided below.

also includes the OneSource solution.				
OneSource Install for Electronic Data Interchange (EDI) plus Eligibility includes the initial install of the OneSource solution and provides individual payer eligibility, benefits data, claim status, view/submit referrals, online coding tools, pre-certification, authorization, and notice of admission. Implementation fees and subscription fees are waived for EDI Countys.	1	\$0.00	\$0.00	
eCare NEXT NOA allows providers to inform a payer that a patient has been admitted to its facility.	1	\$10,080	\$19,500	\$0.00
Identity Verification uses the industry's most expansive, dependable and regulated data sources to give the latest contact information at point of service. IV immediately validates and corrects a patient's Name, Address, Social Security number (SSN), Date of birth (DOB), Phone, County.	1	\$2,500	\$6,240	The Identity Verification Transaction Fee shall be billed as provided below.
Patient Estimates (Combined Estimates) with Touchless Estimates uses information from a provider's chargemaster and payer contracted rates by procedure and applies eligibility and benefits information from the patient's health insurance plan. Fees are per installation. Contract Definition will be auto included based on product tier selected. Includes set up of Touchless Estimates (with up to 50 templates); which will be completed after full implementation of the base Patient	1	\$10,000	\$41,500	Estimates may run an Eligibility Verification Transaction to incorporate benefit data when there is not an existing eligibility transaction available for use. These transactions will be billed as set forth in the Agreement.

Estimates product. Additional Touchless templates can be purchased if needed.				
Patient Estimates (Combined Estimates) Unlimited contract definition. Includes payers for both Facility and Medical Group.	1	\$0.00	\$0.00	Estimates may run an Eligibility Verification Transaction to incorporate benefit data when there is not an existing eligibility transaction available for use. These transactions will be billed as set forth in the Agreement.
Registration QA (RQA) flags registration errors for correction prior to discharge and billing.	1	\$5,200	\$18,500	\$0.00
Combined Self-Service Patient Estimates provides the ability for consumers to access real-time estimates which extract information from a provider's chargemaster and payer contracted rates by procedure and applies eligibility and benefits information from the patient's health insurance plan. Displaying both the Hospital and Professional patient liability in a single view.	1	\$7,800	\$10,400	\$0.00
Passport NOA Add Fax Payer allows providers to inform a payer that a patient has been admitted to its facility via fax notification through Passport eCare NEXT.		\$0.00	\$0.00	\$0.00

Fees referenced above are stated at unit cost value. Totals presented below contain extended costs.

Total 1st Year Fees (excluding transaction fees)	\$52,116	\$107,372
Future Recurring Fees (excluding transaction fees)	N/A	\$107,372

PASS-THROUGH FEES. Fees exclude pass-through fees (“Pass-Through Fees”) from state and federal governmental entities (“Governmental Entities”), Medicaid and Medicare Managed Care Organizations (“MCOs”), third-party payers, communication tariffs, and/or other similar fees. Without prior notice, Pass-Through Fees will be billed monthly in addition to all other Fees at the cost that Experian Health pays to obtain transaction data. Notwithstanding any other provision of this Agreement to the contrary, Experian Health shall have the right to increase the Pass-Through Fees to offset any increases in rates, changes, or other costs from Governmental Entities, MCOs and other third parties, including without limitation Medicaid and Medicare administrators, or any increase in the cost of providing services hereunder resulting from rules, regulations and operating procedures of any federal, state or local agency or regulatory authority. The Pass-Through Fees are not subject to approval by Experian Health.

IMPLEMENTATION FEES. Implementation fees relate to the initial implementation and delivery of the product offering(s). These fees represent a one-time cost billed at contract execution.

SUBSCRIPTION FEES. Subscription fees relate to the ongoing availability of the product offering(s) to County. These fees are presented on an annual basis but billed on a monthly basis for the duration of this Agreement. Billing begins the earlier of: i) County’s first productive use or ii) October 1st 2024.

ONLINE TRAINING AND CUSTOM PROGRAMMING FEES. Experian Health shall provide online training for products listed above. The training shall be scheduled at such dates and times that are acceptable to Experian Health and County. Further, custom programming is available, to the extent requested in writing by County, for a fee set forth in an amendment to this Agreement.

TRANSACTION FEES. Transaction Fees are billed per each successful transaction processed. A “successful” transaction shall be defined as an electronic transaction that returns a valid payer, data source, or business associate response to County from Experian Health as an inquiry sent to Experian Health from County’s HIS/PMS system(s). Transactions become billable to County once County is eligible for training and will be billed on a monthly basis for the duration of this Agreement.

COVERAGE DISCOVERY TRANSACTION FEE. The Coverage Discovery transaction fee (“Coverage Discovery Transaction Fee”) includes processing of the amount of Coverage Discovery records corresponding to the selected pricing tier and shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed based on County’s selection below. These fees are billed on a monthly basis beginning the earlier of: i) County’s first productive use or ii) October 1st, 2024 (“CD

Billing Date”). In no event will the Coverage Discovery Transaction Fee be less than the Monthly Base Rate for County’s selected pricing tier. Prior to the CD Billing Date, County shall be billed at the Excess Usage Rate corresponding to County’s selection below.

Beginning on the first anniversary of the Effective Date, County may change pricing tiers to a lower tier (“Downward Price Change”) once per calendar quarter by providing written notice to Experian Health (“Price Change Notice”). County may change pricing tiers to a higher tier at any time (“Upward Price Change”) by providing a Price Change Notice. Any Price Change shall be effective the first day of the calendar month following Experian Health’s receipt of the Price Change Notice.

Coverage Discovery Transaction Fee			
Pricing Tier (Select One)	Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
1 <input checked="" type="checkbox"/>	\$1,300 per month	1,000 patient record per month	\$1.31per patient record in excess of 1,000 patient records per month
2 <input type="checkbox"/>	\$2,558 per month	2,000 patient record per month	\$1.29per patient record in excess of 2,000 patient records per month
3 <input type="checkbox"/>	\$3,775 per month	3,000 patient record per month	\$1.27 per patient record in excess of 3,000 patient records per month

ELIGIBILITY VERIFICATION TRANSACTION FEES. The Eligibility Verification transaction fee ("Eligibility Transaction Fee") includes eligibility verification transactions across all product platforms, including eCare NEXT®, IntelliSource, EDI, OneSource, BatchSource and Claims as well as any other transactions triggered by another Product. The Eligibility Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed based on County’s selection below. These fees are billed on a monthly basis beginning the earlier of: i) County’s first productive use or ii) October 1st, 2024 ("EV Billing Date"). The Eligibility Transaction Fee does not include Pass-Through Fees. In no event will the Eligibility Transaction Fee be less than the Monthly Base Rate for County’s selected pricing tier. Prior to the EV Billing Date, County shall be billed at the Excess Usage Rate corresponding to County’s selection below.

Beginning on the first anniversary of the Effective Date, County may change pricing tiers to a lower tier (“Downward Price Change”) once per calendar quarter by providing written notice to Experian Health (“Price Change Notice”). County may change pricing tiers to a higher tier at any time (“Upward Price Change”) by providing a Price Change Notice. Any Price Change shall be effective the first day of the calendar month following Experian Health’s receipt of the Price Change Notice.

Eligibility Verification Transaction Fee			
Pricing Tier (Select One)	Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
1 <input type="checkbox"/>	\$11,000 per month	100,000 transactions per month	\$0.12 per transaction in excess of 100,000 transactions per month
2 <input checked="" type="checkbox"/>	\$12,000 per month	120,000 transactions per month	\$0.11 per transaction in excess of 120,000 transactions per month
3 <input type="checkbox"/>	\$13,300 per month	140,000 transactions per month	\$0.10 per transaction in excess of 140,000 transactions per month

IDENTITY VERIFICATION TRANSACTION FEES. The Identity Verification transaction fee ("Identity Verification Transaction Fee") includes Identity Verification transactions across all product platforms. The Identity Verification Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed based on County's selection below. These fees are billed on a monthly basis beginning the earlier of: i) County's first productive use or ii) October 1st, 2024 ("Identity Verification Billing Date"). In no event will the Identity Verification Transaction Fee be less than the Monthly Base Rate for County's selected pricing tier. Prior to the Identity Verification Billing Date, County shall be billed at the Excess Usage Rate.

Beginning on the first anniversary of the Effective Date, County may change pricing tiers to a lower tier ("Downward Price Change") once per calendar quarter by providing written notice to Experian Health ("Price Change Notice"). County may change pricing tiers to a higher tier at any time ("Upward Price Change") by providing a Price Change Notice. Any Price Change shall be effective the first day of the calendar month following Experian Health's receipt of the Price Change Notice.

Identity Verification Transaction Fee			
Pricing Tier (Select One)	Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
1 <input checked="" type="checkbox"/>	\$582 per month	2,000 transactions per month	\$0.30 per transaction in excess of 2,000 transactions per month
2 <input type="checkbox"/>	\$1,123 per month	4,000 transactions per month	\$0.29 per transaction in excess of 4,000 transactions per month

3 <input type="checkbox"/>	\$1,622 per month	6,000 transactions per month	\$0.28 per transaction in excess of 6,000 transactions per month
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PRODUCT SPECIFIC TERMS

ADDITIONAL TERMS APPLICABLE TO COVERAGE DISCOVERY

PRODUCT TERMS. Experian Health will identify active coverage on the date of service ("Coverage") from an electronic file submitted by County ("BatchSource Coverage Discovery") or from an electronic request submitted via an on-demand platform such as eCare Next, EDI or OneSource ("On-Demand Coverage Discovery"). Coverage Discovery® shall include the proprietary payer optimization engine, the account optimization engine, and the Eligibility Enriched Response data. Each unique incoming and outgoing format shall be deemed a "Configuration". The electronic file for the BatchSource version submitted by County must conform to the specifications provided by Experian Health. Experian Health will provide County with a work list indicating which accounts have Coverage in a flat file for the BatchSource version. Experian Health will provide County with a results queue in County's on demand platform, as applicable, indicating which accounts have Coverage for any on-demand version purchased by County.

ADDITIONAL TERMS APPLICABLE TO ELIGIBILITY VERIFICATION SERVICES

As a value-add functionality to the use of eligibility verification services, Experian Health reviews eligibility transactions against beneficiary files or roster files it hosts for certain health plans, accountable care organizations, independent physician associations, and other entities in which healthcare providers have a value-based care incentive (collectively, Coordinating Care Entities or "CCEs"). If County's patient is a member of a CCE for which Experian Health hosts the beneficiary file or roster file in its MemberMatch solution and if the patient has not opted out of data sharing, then the eligibility response returned to County will, in addition to all standard eligibility response data, indicate to County that the patient is attributed to that CCE and contain (1) the CCE's name, (2) CCE's contact information, and (3) instructions on how County may coordinate care with the CCE. Furthermore, also for the purpose of care coordination, Experian Health will alert the CCE to the patient's activity from the data sent to the eligibility clearinghouse using our MemberMatch solution. This added functionality is provided at no cost to County. County can opt out of this added functionality, without otherwise impacting County's right to or use of eligibility services, by sending email notice to coordination-opt-out@experianhealth.com. If it opts out, County will not receive information relating to CCEs in its eligibility responses.

ADDITIONAL TERMS APPLICABLE TO IDENTITY VERIFICATION SERVICES

County acknowledges that Identity Verification contains information from the Death Master File as issued by the Social Security Administration. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, County certifies that, consistent with its use of Identity Verification under the GLB Act, County's use of deceased flags or other indicia within Identity Verification is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). County further certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within Identity Verification.

ADDITIONAL TERMS APPLICABLE TO PATIENT DEMOGRAPHIC VERIFICATION SERVICES

PATIENT DEMOGRAPHIC VERIFICATION SERVICES. County and Experian Health shall use reasonable measures to identify patients. County will accurately provide Experian Health with complete identifying information about the patient inquired upon in the form specified by Experian Health. County acknowledges and agrees that it will respond to audit requests from Experian Health within 72 hours of notification by Experian Health requiring identification of a specific end user(s); the use of the data is for reference and verification in connection with County's business processes, and shall be limited to required institutional risk control, insurance purposes, or the detection and prevention of fraud. Appropriate steps shall be taken to prevent the misuse of the data.

Experian Health's access and control of the data shall be additionally subject to the terms and conditions of Attachment H, the terms of which shall control in the event of any conflict with the terms of this Agreement, its exhibits, scope of work, attachments, and addenda wherever located.

Patient data shall not be reproduced, retransmitted, republished, or otherwise transferred for any purpose other than the operation of this Agreement in support of the County of San Mateo's health system. The data or results of the data shall not be distributed to the patient or any party acting on behalf of the patient except that Experian Health will provide to County such information in Experian Health's possession as is reasonably requested by County and necessary to enable County to respond to a request by a patient for an accounting of disclosures of the patient's protected health information ("PHI") in accordance with HIPAA. Unless otherwise explicitly stated in the Agreement, the parties do not intend for Experian Health to maintain any PHI in a Designated Record Set for the County. If Experian Health maintains any PHI in a Designated Record Set, then Experian Health agrees in accordance with HIPAA to 1) provide to County such PHI in a timely fashion upon written request, and 2) to make amendments to such PHI. The data shall additionally be used in accordance with the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.); the Federal Gramm-Leach-Bliley Act, (15 U.S.C.A, Sec. 6801 et seq.); and such state and local requirements or any legislation, rules, or regulations as may be enacted or adopted after the date of this Agreement by any federal, state, or local government body.

The data is being provided "AS IS," is collected from various sources, including third parties and may or may not be completely thorough and accurate.

ADDITIONAL TERMS APPLICABLE TO PATIENT ESTIMATES

INCLUDED AND ADDITIONAL LOCATIONS. Experian Health will provide Patient Estimates for, and the Patient Estimates subscription fee(s) set forth above applies to, the County facilities set forth on Attachment K hereto. Any hospital facilities or medical groups not listed on Attachment K will not be deemed to be included within the pricing set forth herein.

As of the Effective Date, the total number of Encounters (as defined below) for the facilities set forth on Attachment K is 360,000. Following the Effective Date, County may add additional facilities by providing the number of each such facility's Encounters to, and executing an add location amendment (each, an "Add Location Amendment") with, Experian Health. As part of the addition of each new facility Experian Health will review County's total number of Encounters, inclusive of the new facility's Encounters, to determine in good faith whether County's Patient Estimates subscription fee needs to be adjusted. If Experian Health determines that such fee does need to be adjusted, then the applicable Add Location Amendment will also update the Patient Estimates subscription fee.

DEFINITION OF ENCOUNTER. "Encounter" shall mean a direct personal interaction, web visit, or telemedicine visit between a patient and an employee of County who is either a physician, non-physician provider, or other person who is authorized by State law and, if required, by County's staff bylaws, to order or furnish services for diagnosis or treatment of the patient. When a patient has a follow-up visit with a physician, non-physician provider, or other authorized staff member following an initial encounter, each subsequent visit to the provider will be treated as a separate Encounter.

PAYERS. Experian Health will use commercially reasonable efforts to model Workers' Compensation, Medicaid and Medicaid Managed Care with County providing fee schedules in a data format acceptable to Experian Health. If any Medicaid and Managed Medicaid agreements include additional Medicaid-related program reimbursement Payer Products, such as Vaccines for Children, Family Planning or EPSDT services, these will be accommodated at Experian Health's sole discretion. However, Experian Health may not be able to value all the Workers' Compensation and Medicaid-related variables for Medicaid and Medicaid Managed Care plans. Additionally, some government contracts, such as Medicaid and Worker's Compensation, as well as Managed Medicaid and Worker's Compensation offered by commercial insurance carriers, may be too complex to accurately model and will therefore not be defined.

GRAMM-LEACH BLILEY ACT

IDENTITY VERIFICATION - ACCEPTABLE USE CERTIFICATION. County certifies to Experian Health that County has determined that its use of Identity Verification is pursuant to the exception under the Gramm-Leach-Bliley Act, 15 U.S.C.A., Section 6801 et. seq. (2000) ("GLB Act"), to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.

MEMBERSHIP PROCESS. County understands that, in accordance with applicable law, Experian Health must evaluate and approve County's right to receive data regulated by the GLB Act ("Regulated Data") prior to permitting County's access to such Regulated Data. As such, County agrees to complete Attachment K, as incorporated into this Agreement, in a timely manner. County acknowledges and agrees that County's access to any service containing Regulated Data shall be contingent upon approval of Experian Health.

MISCELLANEOUS

ACCESS SECURITY. Experian shall provide SSO through SAML integration capability by Dec. 31st 2024. Experian shall limit access to access the in-scope products through enforcing IP restrictions by Access Control Lists to only authorized IP addresses provided by San Mateo.

Exhibit B1

PRODUCT OFFERINGS, FEES AND PRODUCT SPECIFIC TERMS - ClaimSource

PRODUCT OFFERINGS AND FEES

PRODUCT OFFERINGS AND FEES. Only the facility/facilities listed on Attachment K hereto shall be entitled to receive the Products and/or Services set forth in the Product Offering Table below. County agrees to complete Attachment K in its entirety. HIS/PMS system(s) applicable to this Amendment include Siemens Medical Solutions INVISION. Experian Health reserves the right to revise the pricing set forth in the Product Offering Table below if this Amendment is not signed within 45 days of the date of original submission to County.

Product Description	Qty	Fees (Unit Price)		
		Implementation	Subscription	Transaction
ClaimSource - Dental + ERA for Epic	1	\$2,600	\$0.00	The ClaimSource Dental Transaction Fee shall be billed as provided below.
ClaimSource Eligibility (Requires client to have an Experian Eligibility product under contract to be used in ClaimSource) runs an eligibility check for patients against the Experian Health eligibility repository during the claim load and validation process. If a valid response is found, that response will be re-purposed at no additional cost, and the eligibility edits will run against it. If a valid eligibility response is not found, then a new eligibility check is triggered and that response will be used for editing on the claim. All new eligibility transactions will be counted as part of the monthly transaction volume and appropriate fees will apply per the eligibility product's contractual agreement.	1	\$0.00	\$0.00	ClaimSource Eligibility may run an Eligibility Verification Transaction as described in the product description.

ClaimSource Institutional/Professional + ERA for Epic is a full service claims management system that allows clients to submit claims files from their host billing system(s) for processing, performing pre-submission edits and error checking, formatting outbound claims and submitting claims to payers. ClaimSource applies a full set of pre-submission edits including standard, payer specific, provider specific (custom) and medical necessity edits before claims are submitted to the payers.	1	\$29,640	\$0.00	The ClaimSource Transaction Fee shall be billed as provided below.
ClaimSource Archive Historical Claim Load allows new ClaimSource clients to load historical claims into an archive file for viewing purposes only. These claims cannot be reported on, re-worked and/or re-submitted. The historical claims data must be provided for import in the ANSI 837 format.	1	\$1,560	\$0.00	\$0.00
ClaimSource Archive Historical Remit Load allows new ClaimSource clients to load historical remits into an archive file for viewing purposes only. Remits cannot be reported on or used for posting purposes. The historical data must be provided for import in the ANSI 835 format.	1	\$1,560	\$0.00	\$0.00
Electronic Attachments are attachments that are sent electronically to a payer that has agreed to accept them via an electronic interface. A unique identifier in the electronic attachment file and the PWK segment in the claim file is used to connect these two transactions on the payer's side.	1	\$1,560	\$0.00	The Electronic Attachments Transaction Fee shall be billed as provided below.

Fees referenced above are stated at unit cost value. Totals presented below contain extended costs.

Total 1st Year Fees (excluding transaction fees)	\$36,920	\$0.00
Future Recurring Fees (excluding transaction fees)	N/A	\$0.00

PASS-THROUGH FEES. Fees exclude pass-through fees (“Pass-Through Fees”) from state and federal governmental entities (“Governmental Entities”), Medicaid and Medicare Managed Care Organizations (“MCOs”), third-party payers, communication tariffs, and/or other similar fees. Without prior notice, Pass-Through Fees will be billed monthly in addition to all other Fees at the cost that Experian Health pays to obtain transaction data. Notwithstanding any other provision of the Agreement to the contrary, Experian Health shall have the right to increase the Pass-Through Fees to offset any increases in rates, changes, or other costs from Governmental Entities, MCOs and other third parties, including without

limitation Medicaid and Medicare administrators, or any increase in the cost of providing services hereunder resulting from rules, regulations and operating procedures of any federal, state or local agency or regulatory authority. The Pass-Through Fees are not subject to approval by Experian Health.

IMPLEMENTATION FEES. Implementation fees relate to the initial implementation and delivery of the product offering(s). These fees represent a one-time cost billed at contract execution.

SUBSCRIPTION FEES. Subscription fees relate to the ongoing availability of the product offering(s) to County. These fees are presented on an annual basis but billed on a monthly basis for the duration of the Agreement. Billing begins the earlier of: i) County's first productive use or ii) October 1st 2024.

ONLINE TRAINING AND CUSTOM PROGRAMMING FEES. Experian Health shall provide online training for products listed above. The training shall be scheduled at such dates and times that are acceptable to Experian Health and County. Further, custom programming is available, to the extent requested in writing by County, for a fee set forth in an amendment to the Agreement.

TRANSACTION FEES. Transaction Fees are billed per each successful transaction processed. A "successful" transaction shall be defined as an electronic transaction that returns a valid payer, data source, or business associate response to County from Experian Health as an inquiry sent to Experian Health from County's HIS/PMS system(s). Transactions become billable to County once County is eligible for training and will be billed on a monthly basis for the duration of the Agreement.

CLAIMSOURCE TRANSACTION FEES. The ClaimSource transaction fee ("ClaimSource Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed based on County's selection below. These fees are billed on a monthly basis beginning the earlier of: i) County's first productive use or ii) October 1st 2024 ("ClaimSource Billing Date"). The ClaimSource[®] Transaction Fee does not include Pass-Through Fees. In no event will the ClaimSource Transaction Fee be less than the Monthly Base Rate for County's selected pricing tier. Prior to the ClaimSource Billing Date, County shall be billed at the Excess Usage Rate corresponding to County's selection below.

Beginning on the first anniversary of the Amendment Effective Date, County may change pricing tiers to a lower tier ("Downward Price Change") once per calendar quarter by providing written notice to Experian Health ("Price Change Notice"). County may change pricing tiers to a higher tier at any time ("Upward Price Change") by providing a Price Change Notice. Any Price Change shall be effective the first day of the calendar month following Experian Health's receipt of the Price Change Notice.

ClaimSource Transaction Fee			
Pricing Tier (Select One)	Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
1 <input type="checkbox"/>	\$18,915 per month	65,000 transactions per month	\$0.301 per transaction in excess of 65,000 transactions per month
2 <input type="checkbox"/>	\$22,480 per month	80,000 transactions per month	\$0.291 per transaction in excess of 80,000 transactions per month
3 <input checked="" type="checkbox"/>	\$27,000 per month	100,000 transactions per month	\$0.280 per transaction in excess of 100,000 transactions per month

CLAIMSOURCE DENTAL TRANSACTION FEES. The ClaimSource Dental transaction fee ("ClaimSource Dental Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed based on County's selection below. These fees are billed on a monthly basis beginning the earlier of: i) County's first productive use or ii) October 1st 2024 ("ClaimSource Dental Billing Date"). The ClaimSource Dental Transaction Fee does not include Pass-Through Fees. In no event will the ClaimSource Dental Transaction Fee be less than the Monthly Base Rate for County's selected pricing tier. Prior to the ClaimSource Dental Billing Date, County shall be billed at the Excess Usage Rate corresponding to County's selection below.

Beginning on the first anniversary of the Amendment Effective Date, County may change pricing tiers to a lower tier ("Downward Price Change") once per calendar quarter by providing written notice to Experian Health ("Price Change Notice"). County may change pricing tiers to a higher tier at any time ("Upward Price Change") by providing a Price Change Notice. Any Price Change shall be effective the first day of the calendar month following Experian Health's receipt of the Price Change Notice.

ClaimSource Dental Transaction Fee			
Pricing Tier (Select One)	Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
1 <input checked="" type="checkbox"/>	\$104 per month	500 transactions per month	\$0.218 per transaction in excess of 500 transactions per month
2 <input type="checkbox"/>	\$208 per month	1,000 transactions per month	\$0.218 per transaction in excess of 1,000 transactions per month

ELECTRONIC ATTACHMENTS TRANSACTION FEES. The Electronic Attachments transaction fee ("Electronic Attachments Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any. These fees are billed on a monthly basis beginning the earlier of: i) County's first productive use or ii) October 1st 2024 ("Electronic Attachments Billing Date"). The Electronic Attachments Transaction Fee does not include Pass-Through Fees. In no event will the Electronic Attachments Transaction Fee be less than the Monthly Base Rate. Prior to the Electronic Attachments Billing Date, County shall be billed at the Excess Usage Rate.

Electronic Attachments Transaction Fee		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
\$265.20 per month	1,700 transactions per month	\$0.166 per transaction in excess of 1,700 transactions per month

PRODUCT SPECIFIC TERMS

ADDITIONAL TERMS APPLICABLE TO CLAIMSOURCE

ELECTRONIC INTERFACES AND SYSTEM SOFTWARE. County is responsible for providing electronic file(s), containing data elements for UB04 and or CMS 1500 medical claims (“Claims File”) for use with the system software. The Claims File shall be delivered in an industry standard file format(s), or mutually agreed upon non-standard format, by a secure network connection, or other Experian Health approved method. Additional charges shall apply for programming changes to the system software resulting from County changes in the format(s) of the Claims File. These changes will be billed to the County based on Experian Health’s current hourly programming rate.

The system software accepts HIPAA compliant remittance advice data file(s) containing data elements related to payments and adjustments for medical claims for the contracted payers. The system software provides an output file format for transfer to accounts receivable systems. The County is responsible for the file transfer of remittance advice data file(s) from the Experian Health system to all other systems for the purposes of updating accounts receivable.

ADDITIONAL TERMS APPLICABLE TO Electronic Attachments Interface

Claims Attachment Pass-Through Fees. Fees exclude pass-through fees from state and federal governmental entities, Medicaid and Medicare Managed Care Organizations, third-party payers, third-party data service providers (including but not limited to pass through fees associated with processing of Veterans Affairs claims), communication tariffs and/or other similar fees (“Attachments Pass-Through Fees”). Attachments Pass-Through Fees will be billed monthly in addition to all other fees at the cost, without any markup, that Experian Health pays to obtain transaction data. The Attachments Pass-Through Fees are not subject to approval by Experian Health.

Exhibit C1

SERVICE LEVEL AGREEMENT

FOR ADDRESS VERIFICATION USPS, CLAIMSOURCE, COVERAGE DISCOVERY, ECARE NEXT ELIGIBILITY VERIFICATION, ELECTRONIC DATA INTERCHANGE ("EDI") ELIGIBILITY VERIFICATION, NOTICE OF ADMISSION, ONESOURCE, PATIENT ESTIMATES, SELF-SERVICE PATIENT ESTIMATES

The following describes Experian Health's service level standards and commitments for Address Verification USPS, ClaimSource, Coverage Discovery, eCare NEXT Eligibility Verification, EDI Eligibility Verification, Notice of Admission, OneSource, Patient Estimates, Self-Service Patient Estimates (the "Services"). Experian Health understands that system availability and customer service response are key priorities for our customers, and we have invested considerable time and resources to ensure that these standards are met.

System Availability Commitment

Excluding any downtime related to payers whose systems are down or unavailable due to scheduled or unscheduled down time or maintenance, or related to any other third parties beyond the control of Experian Health, Experian Health commits that the Services will be available to Customer for user login, data input, and reporting functions ("Up-time") no less than 99% of the time, 24 hours per day, 7 days per week ("Operation Hours") ("Up-Time Commitment"). In calculating the Up-Time Commitment, "Operation Hours" does not include times of Planned Weekly Maintenance or times during outages caused by Force Majeure Events occurring without the fault or negligence of Experian Health. For this purpose, "Planned Weekly Maintenance" means (i) the weekly maintenance period on Thursday nights from 10 pm - midnight Central Time and (ii) additional maintenance outside of this time period for which Experian Health has notified Customer at least 48 hours in advance.

Hours of Operation

Experian Health's normal business hours are 6 am to 6 pm, Central Time, Monday - Friday. However, Experian Health's helpdesk, network and systems are available 24 hours a day, 7 days a week, 365 days a year. Experian Health performs weekly maintenance on Thursday nights from 10 pm - midnight Central Time. For scheduled maintenance outside of this time period which may impact service, Experian Health will notify Customer at least 48 hours in advance.

Customer Service Contact: customer.support@experianhealth.com | 866-854-6796, Option 1

Customer Service Response Time Commitment

Experian Health regards customer service as a truly distinguishing attribute. We define five levels of customer requests and the required time frames for responding to each level of request. Customer calls that are not immediately resolved are escalated and assigned to a specific customer service representative. Subject to scheduled downtime, third party payers' and other data sources' downtime, and after hours support timeframes, Experian Health commits to meet the following response times and to using commercially reasonable efforts to meet the target resolution times listed for the priority codes below:

Priority is described as a scale of P1 - P5 (with P1 being the highest priority)				
Priority Code	Response Urgency	Average Response	Triage Time	Target resolution
P1/Critical Example – Experian Health System Global Service Interruption	Immediate, sustained effort using all necessary and available resources until service is restored	Immediate response and updates every hour until resolved	Same business day	Same business day
P2/High Example – Experian Health System Slowness	Immediate response to assess the situation, staff may be interrupted and taken away from low/medium priority jobs	Immediate response	Same business day	Same business day
P3/Moderate Example – Workflow Interruption - Workaround Available	Response using standard procedures and operating within the normal frameworks	Less than 15 minute average response time	1 to 2 business days	1 to 10 business days
P4/Low Example – Code Changes for bug fixes	Response using standard procedures and operating within the normal frameworks as time allows	15 minute average response time	1 to 3 business days	Not more than 45 business days *Payer issues or product changes dependent on third parties may be exceptions
P5/Planned/Project Example – Customer-requested project	Response using standard procedures and operating outside the normal framework as time allows	15 minute average response time	3 to 5 business days	To be coordinated between Customer and Experian Health

Customer Service Resolution Timeframe

All contacts are triaged by Experian Health’s first level customer support group. However, software changes, large account changes, or requests that require payer response are assigned to the second-level

analyst and prioritized. Response timeframe is dependent on Experian Health's reasonable determination of the criticality of the issue. First contact resolution shall be calculated on an annual basis.

After Hours Support Response Timeframe

*P1, P2, P3 and P4 Issues reported after hours and weekend will have the same service level commitments.

Exhibit C1

SERVICE LEVEL AGREEMENT

FOR REGISTRATION QUALITY ASSURANCE

The following describes Experian Health's service level standards and commitments for Registration Quality Assurance ("RQA" or the "Services"). Experian Health understands that system availability and customer service response are key priorities for our customers, and we have invested considerable time and resources to ensure that these standards are met.

System Availability Commitment

Excluding any downtime related to payers whose systems are down or unavailable due to scheduled or unscheduled down time or maintenance, Experian Health commits that the Services will be available to Customer for user login, data input, and reporting functions ("Up-time") no less than 99% of the hours from 6 am - 9 pm Central Time ("Operation Hours") during each business day of each calendar month ("Up-Time Commitment"). In calculating the Up-Time Commitment, "Operation Hours" does not include times of Planned Weekly Maintenance or times during outages caused by Force Majeure Events occurring without the fault or negligence of Experian Health. For this purpose, "Planned Weekly Maintenance" means (i) the weekly maintenance period on Thursday nights from 10 pm - midnight Central Time and (ii) additional maintenance outside of this time period for which Experian Health has notified Customer at least 48 hours in advance.

RQA Reporting

Experian Health will use commercially reasonable efforts to deliver access to the RQA standard reports ("Standard Reports") within 120 business days after the implementation of Registration Quality Assurance at all of the facilities, provided that Customer has supplied Experian Health with all data necessary to configure and prepare the reports, including but not limited to the following: (i) grouping by facility/hospital, (ii) operator identification and (iii) list of report recipients. The Standard Reports shall be accessed through the Power Reporting Portal or shall be delivered by email on such dates and times that are mutually acceptable to both parties.

As of the Effective Date, the Standard Reports shall conform to the descriptions and templates provided to Customer (as modified by Experian Health from time to time, the "Templates"). If at any time the Standard Reports do not conform to the Templates, then Customer shall provide written notice to Experian Health describing any nonconformities in reasonable detail. Upon receipt of such notice, Experian Health will have 30 days ("Cure Period") to cure any issues detailed in such notice.

At any time Customer may request custom reports. Additional fees will apply. Experian Health will either decline to develop the custom reports requested or supply an estimate for the custom reports requested within 15 business days from receipt of request.

Hours of Operation

Experian Health's normal business hours are 6 am to 6 pm, Central Time, Monday - Friday. Experian Health performs weekly maintenance on Thursday nights from 10 pm - midnight Central Time. For scheduled maintenance outside of this time period which may impact service, Experian Health will notify Customer at least 48 hours in advance.

Customer Service Contact: customer.support@passporthealth.com | 866-854-6796, Option 1

Customer Service Response Time Commitment

Experian Health regards customer service as a truly distinguishing attribute. We define five levels of customer requests and the required time frames for responding to each level of request. Customer calls that are not immediately resolved are escalated and assigned to a specific customer service representative. Subject to scheduled downtime, third party payers' and other data sources' downtime, and after hours support timeframes, Experian Health commits to meet the following response times and to using commercially reasonable efforts to meet the target resolution times listed for the priority codes below:

Priority is described as a scale of P1 - P5 (with P1 being the highest priority)				
Priority Code	Response Urgency	Average Response	Triage Time	Target resolution
P1/Critical Example – Experian Health System Global Service Interruption	Immediate, sustained effort using all necessary and available resources until service is restored	Immediate response and updates every hour until resolved	Same business day	Same business day
P2/High Example – Experian Health System Slowness	Immediate response to assess the situation, staff may be interrupted and taken away from low/medium priority jobs	Immediate response	Same business day	Same business day
P3/Moderate Example – Workflow Interruption - Workaround Available	Response using standard procedures and operating within the normal frameworks	Less than 15 minute average response time	1 to 2 business days	1 to 10 business days
P4/Low Example – Code changes for bug fixes	Response using standard procedures and operating within the normal	15 minute average response time	1 to 3 business days	Not more than 45 business days *Payer issues or Product change dependent on third

	frameworks as time allows			party may be exceptions
P5/Planned/Project Example – Customer-requested project	Response using standard procedures and operating outside the normal framework as time allows	15 minute average response time	3 to 5 business days	Will be scheduled in coordination with Account Management or Customer Support

Customer Service Resolution Timeframe

All contacts are triaged by Experian Health’s first level customer support group. However, software changes, large account changes, or requests that require payer response are assigned to the second-level analyst and prioritized. Response timeframe is dependent on Experian Health’s reasonable determination of the criticality of the issue. First contact resolution shall be calculated on an annual basis.

After Hours Support Response Timeframe

*P1, P2, P3 and P4 Issues reported after hours and weekend will have the same service level commitments

EXHIBIT E

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.

EXHIBIT F

ADDITIONAL TERMS AND CONDITIONS

1. TERMINATION

1.1. Termination for Cause.

A. Breach. In the event of a material breach of any term, condition, obligation or covenant under this Agreement, other than the obligation to pay the fees, the non-breaching Party shall give the breaching Party written notice describing the breach in sufficient detail for the breaching Party to cure the breach. The Party receiving the notice shall have 30 days (the "Cure Period") in which to cure the breach. If the breach is not cured within the Cure Period, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party stating the effective date of termination. This remedy shall be in addition to any other remedy available at law or in equity. Termination of this Agreement shall not relieve County of its obligation to pay for any Services performed or provided by Experian Health under this Agreement.

B. Non-payment. County is fully responsible for the payments of any charges not disputed in accordance with Section 2.1 ("Undisputed Fees") for the period during which Products and Services are provided. If County fails to pay Undisputed Fees when due, Experian Health reserves the right to suspend the Products and Services without further notice to County. Additionally, if County fails to pay Undisputed Fees when due, Experian Health may terminate this Agreement following notice to County and 10 days' opportunity to cure.

C. Bankruptcy/Insolvency. Either Party may terminate this Agreement upon 15 days' prior written notice to the other Party if (i) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

1.2. Calculation of Early Termination Charges. If County terminates this Agreement other than for cause prior to the end of the applicable term, County will pay an early termination fee, which represents Experian Health's reasonable liquidated damages and not a penalty, in a lump sum equal to the

remaining contractually committed fees, including any unbilled or unpaid fees, for the remainder of the then-current term.

2. BILLING AND PAYMENT TERMS.

2.1 Fees, Payment and Taxes. County shall pay Experian Health for the Services in the amounts agreed upon in writing in this Agreement or any applicable Amendment or other mutually agreed pricing document. Experian Health's invoices will be deemed to be correct and acceptable to County unless County advises Experian Health of disputed items within 10 days of their receipt. Payments shall be made to Experian Health within 30 days of invoice date. If County fails to pay any invoice in accordance with the foregoing terms, Experian Health reserves the right to suspend the Services and County also shall pay interest on the unpaid amount at the lesser of 1.5% per month or the maximum amount allowed by law. The prices and rates for the Services do not include either shipping costs or applicable federal, state, local, or foreign sales or use taxes. Excluding those taxes based solely on Experian Health's income, corporate existence or corporate presence, County will pay or reimburse Experian Health for such shipping costs and taxes; provided however, subject to Experian Health's timely receipt from County of appropriate tax exemption certifications or statement of exemption, Experian Health will remove exempt taxes from each invoice.

2.2 Fee Increases: Notwithstanding any other provision of this Agreement to the contrary, Experian Health shall have the right to increase or modify the fees, other charges and financial terms of this Agreement. Experian Health agrees that any such increase will not exceed the lesser of (i) the Consumer Price Index for All Urban Consumers, Medical Sector for the calendar year preceding the date of the increase as stated at <https://www.bls.gov/cpi/> or (ii) 4%.

2.3 Additional Products/Locations. County hereby acknowledges and agrees that a written amendment will be required to add any additional Products, facilities, locations and/or affiliate organizations and that additional fees may apply.

3. RETAINED RIGHTS; ACCESS AND USE.

3.1 Retained Rights. County acknowledges that Experian Health has expended substantial time, effort and funds to develop, create, compile, provide and deliver the Products, Services, Experian Health Confidential Information and various databases, improvements, technologies, inventions, developments, trademarks, ideas and discoveries associated therewith; all of which, when used in connection with the provision of, or access to, the Products and Services shall be deemed part of the Products and Services. County agrees that the Products, Services, all Experian Health Confidential

Information as defined herein, and any other intellectual property that are part of the Products or Services or related to the Products or Services are owned by Experian Health (or its licensors or data providers, as applicable). Nothing contained in this Agreement shall be deemed to convey to County or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Products, Services or Experian Health Confidential Information. County shall not acquire under this Agreement any license to use the Products, Services, or any Experian Health Confidential Information in excess of the scope and/or duration described in this Agreement.

3.2 Grant: Subject to the terms and conditions of this Agreement, and for so long as County is not in breach of the terms and conditions, Experian Health grants County a limited, nonexclusive, non-assignable, and non-transferable right to use the Products and Services at the site(s) designated on Attachment K to this Agreement for the purposes set forth herein for the Initial Term or Renewal Term, as applicable (“License Term”). These license grants also apply to any user documentation provided by Experian Health (“Documentation”).

3.3. Access and Use. Each party represents and warrants to the other party that it shall access and use only the Products, Services, Experian Health Confidential Information and Test Data (“Test Data” shall refer to any data to which County has access through Experian Health’s test databases) for its own internal business and solely in the manner explicitly permitted in this Agreement. Each party further agrees that it shall not, and shall not permit others (including but not limited to any consultant, vendor, affiliate or related companies and users) to (i) change, modify, add code or otherwise alter the Products or Services in any manner, (ii) re-sell, reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, translate or reproduce the Products or Services or (iii) use, transform, modify or adapt the Products or Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of Experian Health. With the exception of Experian Health's right to use subcontractors in Section 12 herein, each party will not allow access or use by third parties unless it has received prior written consent from Experian Health. Experian Health does not warrant the accuracy or completeness of Test Data.

4. System Requirements. County acknowledges and agrees that certain Products require high speed Internet connectivity and personal computers capable of running the latest active version release of Chrome, Firefox, Safari, or Edge (“System Requirements”), which System Requirements Experian Health may change from time to time upon notice through its products and the product dashboard, and that the procurement and maintenance of such System Requirements are the responsibility of County. Any browser version (whether Microsoft Internet Explorer, Edge, Chrome or Firefox) must be within the last two most current releases. Any such version must also accommodate TLS v.1.2.

5. SYSTEM TESTING. Experian Health reserves the right to process test system inquiries on County's behalf in order to monitor service performance and quality assurance, but County shall not be responsible for any fees associated with such monitoring.

6. CONFIDENTIAL INFORMATION.

6.1 Experian Health Confidential Information. The Parties acknowledge and agree that the Services may include the delivery, access or use of commercially or publicly available data obtained independently by Experian Health that is (i) personal data or information that does or could be used to identify a patient, (ii) credit data or data that is a consumer report as defined under the Fair Credit Reporting Act, as may be amended, (iii) Test Data, (iv) any other data or information related to patients and/or businesses, in each case provided or made available by or on behalf of Experian Health to County (including, without limitation, business credit data and marketing data); and (v) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual patient (collectively, "Experian Health Confidential Information"). County represents and warrants that it shall not resell Experian Health Confidential Information and that it shall only access, receive and use the Experian Health Confidential Information in the manner explicitly permitted elsewhere in this Agreement and subject to the terms and conditions of Attachment H.

6.2. County Confidential Information. Any data or information provided by or on behalf of County to Experian Health in connection with the performance of this Agreement and which does not constitute Experian Health Confidential Information (hereafter, "County Confidential Information") is and shall continue to be the exclusive property of County. Except as otherwise permitted by law or elsewhere in this Agreement and subject to the terms and conditions of Attachment H; Experian Health agrees to (i) use County Confidential Information for only the purposes of providing the Services to County and (ii) take reasonable steps to maintain the confidentiality of County Confidential Information and prevent unauthorized access, use, or disclosure thereof.

6.3. Safeguards. Each party respectively agrees to treat Experian Health Confidential Information and County Confidential Information (collectively, for the purposes of this paragraph, "Confidential Information") responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination, loss, misappropriation, or misuse by its employees, officers or any other person with access to such data. Each party shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical and physical safeguards that are appropriate to that party's size and complexity, the nature and scope of its activities and the sensitivity of such Confidential Information. Such safeguards shall, at minimum, meet the standards required in 45 C.F.R. § 164.306(c) and shall be reasonably designed to (i) ensure the security and confidentiality of Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and (iii)

protect against unauthorized access to or use of each party's Confidential Information that could result in substantial harm or inconvenience to any patient. Each party shall promptly notify the other of any unauthorized access, use or disclosure of the other party's Confidential Information.

6.4 Confidential Business Information. This Agreement and its terms shall be considered a public record. Subject to disclosures required by California's Public Records Act at Cal. Gov. Code § 7920 et seq., court order, governmental investigation, subpoena, or other legal requests for information or production of documents, the Parties agree that the confidential, proprietary and trade secret information of Experian Health, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: processes, performance standards, models, attributes, weights, data structures, source code, object code, Experian Health PINs, passwords, credentials, payer edits and application programming interfaces, and any copies or derivatives of such data or information (collectively, "Confidential Business Information") as well as Experian Health Confidential Information, as defined in Section 6.1 above. Except as expressly contained herein, nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon County, any rights under any trade secrets or know-how of Experian Health, and no such rights shall arise from this Agreement or from any acts, statements or dealings resulting in the execution of this Agreement. County acknowledges that Experian Health has no obligation to disclose any of its payer edits to County and that Experian Health retains a proprietary interest in any payer edits provided hereunder. County's obligations of confidentiality as to trade secrets shall survive until such trade secret is no longer deemed a trade secret under applicable law.

6.4. Treatment of Confidential Information. Customer and Experian Health agree to not disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other Party. Customer and Experian Health each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft or alteration of its own information of a similar nature, but not less than reasonable care.

7. LIMITED WARRANTY; DISCLAIMERS. Experian Health warrants to County that Experian Health will use commercially reasonable efforts to deliver the Services in a timely manner. Experian Health warrants to County that Experian Health will deliver the Services in a professional and workmanlike manner. Experian Health warrants to County that Experian Health will deliver the Services in accordance with recognized standards prevalent in the industry relevant to such Services. THE WARRANTIES IN THIS PARAGRAPH ARE THE ONLY WARRANTIES EXPERIAN HEALTH HAS GIVEN COUNTY WITH RESPECT TO THE SERVICES OR EXPERIAN HEALTH DATA. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO EXPERIAN HEALTH BY OTHER SOURCES, EXPERIAN HEALTH CANNOT AND WILL NOT BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, EXPERIAN HEALTH DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, EXPERIAN HEALTH MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXPERIAN HEALTH SERVICES, ANY EXPERIAN HEALTH DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEALTH HEREUNDER, AND EXPERIAN HEALTH HEREBY EXPRESSLY DISCLAIMS

ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA, INCLUDING PAYOR RESPONSE DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ACCEPTANCE BY COUNTY OF PAYOR RESPONSE DATA IS NO GUARANTEE OF PAYMENT OR REIMBURSEMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY. EXPERIAN HEALTH DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE EXPERIAN HEALTH SERVICES TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES EXPERIAN HEALTH MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE EXPERIAN HEALTH SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE EXPERIAN HEALTH SERVICES WILL MEET COUNTY'S REQUIREMENTS.

DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY EXPERIAN HEALTH, IT IS AGREED THAT IN NO EVENT WILL EXPERIAN HEALTH BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY EXPERIAN HEALTH'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY COUNTY WITHIN 90 DAYS OF SUCH DATE THAT COUNTY KNEW OR SHOULD HAVE KNOWN OF EXPERIAN HEALTH'S FAILURE TO PERFORM. EXPERIAN HEALTH ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY THIRD-PARTY DATA TRANSMITTED IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

8. RESERVED

9. RESERVED

10. RESERVED.

11. RESERVED.

12. SUCCESSORS AND ASSIGNS; NO THIRD-PARTY BENEFICIARIES. Neither Party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations under it, or purport to do any of these things, or any interest relating to this Agreement without the prior written approval of the other Party. Any attempted assignment, delegation or transfer by a Party without such approval shall be null and void ab initio. The dissolution, merger, consolidation, reorganization, assumption, sale or other transfer of assets, properties, or controlling interest of a Party constitutes an assignment of this Agreement. Notwithstanding the foregoing, a Party may assign this Agreement or any of its rights under it to a subsequent owner without the prior written consent of the other Party; provided that County agrees that it shall not assign this Agreement or any rights to a competitor of Experian Health or its

affiliates. Further, without the prior written consent of County being required, Experian Health may assign this Agreement or any rights to an affiliate or use subcontractors to perform any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns. Persons or entities who are not a Party to this Agreement (other than Experian Health and its affiliates, and their respective successors and assigns) shall not have any rights under this Agreement and the Parties hereby agree that nothing in this Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a Party to this Agreement (or an Experian Health affiliate) or a permitted successor assignee of such Party.

13. EXCUSABLE DELAYS. Experian Health shall not be responsible for any delay, failure to perform, or alteration of the Products or Services due to any act, omission or failure to perform by County, and County may be responsible to Experian Health for additional fees and costs associated therewith. In addition, neither Party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected Party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a Party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the Party will promptly notify the other Party and use its reasonable effort to avoid or remove such causes of nonperformance and to complete delayed performance whenever such causes are removed.

14. RESERVED

15. COMPLIANCE WITH LAWS.

15.1 Applicable Laws. Experian Health shall comply with all federal, state and local laws, rules and regulations applicable to Experian Health as a provider of the Products and Services. County shall comply with all federal, state and local laws, rules and regulations applicable to County's access, collection, use, storage, transmission and provision to Experian Health of County data, and County's access, receipt and use of the Products, Services and data received from Experian Health. The aforementioned rules may include the Centers for Medicare & Medicaid Services (CMS) HIPAA Eligibility Transaction System/HETS Inquiries Rules of Behavior or individual state Medicaid rules for eligibility verification and claims transactions. Experian Health reserves the right to revise, amend or supplement these Terms & Conditions, the terms under this Agreement and/or the Products and Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by

federal, state or local law, rule or regulation, a third-party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to County.

15.2 Participation in Federally Funded Healthcare Programs. Experian Health warrants that, to the best of its knowledge, neither it nor any of its employees assigned to perform material Services under this Agreement have been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a federal health care program. Experian Health will notify County if Experian Health becomes aware that it or any of its employees assigned to perform material Services under this Agreement have been excluded or is otherwise ineligible for participation in a federal health care program.

16. INDEPENDENT CONTRACTORS. The Parties will perform all obligations hereunder as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Parties nor shall either Party have the right or authority to act on behalf of the other or represent that it has such right or authority.

17. AUDIT. In accordance with and subject to the terms of Attachment H and upon reasonable advance notice, during normal business hours and upon mutual agreement in advance with regard to the timing scope, and location, each party will reciprocally have the right to audit each party's and their approved agents' compliance with the terms of this Agreement, including its access, receipt and use of the Products and Services and all patient data collected, stored, and used in the performance of this Agreement. Each party will be responsible for assuring full cooperation with the other in connection with such audits and will provide to the other party, or obtain for the other party, access to such properties, records and personnel as the auditing party may reasonably require for such purpose. Notwithstanding the foregoing, if any party reasonably believes that the other party has violated this Agreement's data security requirements or federal or state requirements concerning the same; that party may, with reasonable advance written notice to the other party, during normal business hours and upon mutual agreement in advance with regard to the timing, scope, and location, and at that party's sole expense, conduct, or have a third party conduct on its behalf, an audit of the other party's 's books and records to the extent that party reasonably deems necessary in order to evaluate the other party's compliance with such data security requirements. Such audit right shall only be exercisable not more than once annually and the parties shall execute a non-disclosure agreement prior to such audit.

18. NO PRESUMPTION. There shall be no presumption against any Party on the ground that such Party was responsible for the drafting of this Agreement or any part of it, and neither Party shall contend that the other Party was responsible for drafting this Agreement or any provision of it.

19. RESERVED.

20. COMPLETE AGREEMENT; ORDER OF PRECEDENCE. This Agreement and these Terms & Conditions together with any attachments, schedules, statements of work, exhibits and other information, whether physically attached, incorporated by reference or referenced to a website, contain the complete and exclusive understanding between the Parties regarding the subject matter herein and shall be superior to, control and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations or warranties, oral or written, by any officer employee, or representative of either Party relating thereto. In the event of any conflicting terms, the following order of precedence shall control and prevail: 1) the Business Associate Agreement between the Parties; 2) these Terms and Conditions; 3) the body of this Agreement and 4) any Statement of Work.

21. AMENDMENTS. This Agreement and any amendments hereto may only be amended in writing signed by authorized representatives of both Parties. This Agreement may not be amended by a purchase order attached by County and Experian Health shall have no obligation to comply with any stated or linked terms and conditions contained in any purchase order.

22. WAIVER; SEVERABILITY. Either Party may waive compliance by the other Party with any covenants or conditions contained in this Agreement, but only by written instrument signed by the Party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the Parties had or would have had, according to the spirit and purpose of this Agreement.

23. SURVIVAL. The provisions of Sections 1,3,6,8,13,14,15,17,19,21,22, and 25 in addition to any other provisions of this Agreement that would normally survive termination, shall survive termination of this Agreement for any reason.

24. ADVERTISING/PUBLICITY/PROPRIETARY DESIGNATIONS. Neither Party will use any trade name, trademark or service mark of the other Party, or issue any news release, public announcement, advertisement, or any other form of publicity or marketing concerning the other Party or the existence or terms of this Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party shall have the right to use the other Party's name, including in an alphabetical client (or vendor) list, without the prior written consent of the other Party.

25. AUTHORITY TO SIGN. Each Party represents that (i) the person signing this Agreement or any amendment, service application or schedule has all right, power and authority to sign this Agreement or other document, as applicable, on behalf of such Party; (ii) it has full power and authority and all necessary authorizations to comply with the terms of this Agreement and to perform its obligations hereunder; and (iii) if it signs this Agreement with an electronic signature, it (a) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (b) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of this Agreement based on the fact that the terms were accepted with an electronic signature; and (c) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of this Agreement.

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set

forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as permitted or required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same or no less

restrictive terms and conditions that apply through this Agreement to Business Associate with respect to such information.

- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, within thirty (30) days of receipt of a written request from County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, within thirty (30) days of receipt of a written request from County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any successful Security Incident within five (5) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall assist County in its effort to notify affected individuals and the media of a qualifying breach. The parties acknowledge and agree that this Section (p) constitutes notice by Business Associate to County of the ongoing existence and occurrence or attempts

of unsuccessful security incidents for which no additional notice to County shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Business may provide Data Aggregation services relating to the Health Care Operations of County, but only to the extent, if any, required to perform the Services in the Agreement.

Business Associate may use and/or disclose de-identified PHI consistent with its management and administrative purposes in carrying out its obligations under this Agreement and provided that de-identified PHI is de-identified pursuant to the standards set forth in 45 CFR §164.514. PHI that is de-identified by Business Associate may not be re-identified.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate, in writing, with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate, in writing, with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate in writing of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.
- d. Notification of Security Events, Remediation & Suspension of Services. If County becomes aware of any Use or Disclosure of PHI in violation of this Agreement connected with any actual or suspected security violations or incidents including but not limited to, any Breach, data breach or the presence of any malware, ransomware, virus or malicious code on County's system (any of which shall be deemed a "Security Event"), County shall report such Security Event to Business Associate within three (3) business days of County's knowledge of such Security Event. County shall ensure that a process is established for dealing with Security Events that require forensic investigation. If a Security Event occurs, County shall, at its own expense

(and without Business Associate being deemed to waive any of its rights) (a) investigate the Security Event and perform a root cause analysis thereon; (b) provide Business Associate with a remediation plan consistent with industry standards; and (c) remediate such Security Event in accordance with such plan. Upon receipt of notice of a Security Event, either directly from County or constructively from industry publications, the media or otherwise, Business Associate reserves the right to sever any connection to County's systems or take other remedial measures as necessary in Business Associate's sole and absolute discretion until such time as Business Associate is satisfied that no continuing threat exists.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191. This Schedule may only be amended in writing signed by authorized representatives of the Parties. The Parties agree to meet and negotiate in good faith as is

necessary to amend this Schedule from time to time as is necessary for the Parties to comply with changes to the HIPAA Rules and any other applicable law. In the event the Parties are unable to agree on such an amendment, then either Party may terminate this Schedule upon thirty (30) days written notice to the other.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.



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

Effective Date	Changes Made
November 1, 2004	Policy established
October 22, 2018	Policy updated

ATTACHMENT K
FACILITY LIST AND ADMINISTRATION

Primary Facility Information

Legal Entity Name: San Mateo Medical Center

Address (No PO Boxes): 222 W. 39th Ave, San Mateo, CA, 94403-4364

NPI #: 1386713030

If no NPI# is provided, please check the box that most accurately describes Customer:

ACO Payer Pharmacy Hub BPO Collection Agency Other: _____
_____ (please describe)

Tax ID#: 94-6000532946000532

Tax Exempt (True/False): False

(If yes, please attach a copy of your certificate of exemption.)

Public Website: www.smchealth.org/san-mateo-medical-center

Listed Phone Number for general inquiries: (650) 573-2222

Listed Email Address for general inquiries:

Type of Ownership (Corporation, LLC, Nonprofit, Partnership or Sole Owner):

Years in Business:

Contact Information

Business Principal (only required if Partnership or Sole Owner selected above)

Contact:

Phone:

Email:

Onboarding/Implementation

Contact: Dave McGrew

Phone: 650.573.2096

Email: dmcgrew@smcgov.org

Billing

Contact: Dave McGrew

Phone: 650.573.2096

Email: dmcgrew@smcgov.org

EQUIPMENT SHIPPING & BILLING INFORMATION

Name	Address
San Mateo Medical Center	222 W. 39th Ave, San Mateo, CA, 94403-4364