

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CRANWARE, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, acting by and through the San Mateo Medical Center, hereinafter called "County," or "Customer" and Craneware, Inc., a Florida corporation, on behalf of itself and its parent company, Craneware plc, a corporation organized under the laws of the United Kingdom and all of its direct and indirect subsidiaries, including but not limited to Sentry Data Systems, Inc. ("Sentry"), a Florida corporation, and Agilum Healthcare Intelligence, Inc. ("Agilum"), a Tennessee corporation (collectively, "Contractor," "The Craneware Group™" or "Craneware");

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for Craneware software license and services on August 27, 2014 and the agreement has been amended three times to add supplemental license products and professional services related to review of the charge description master (CDM) with a term of August 1, 2014, through July 31, 2024, in an amount not to exceed \$727,271; and

WHEREAS, the parties wish to further amend the Agreement to add Charge Description Master Quality Review and Education Service and increase the amount of the agreement by \$56,718 to an amount not to exceed \$783,989.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1 Term, of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2014 through July 31, 2024.

2. Section 4 (a), Payment of the agreement is amended to read as follows:

"Licensee is obligated to strictly comply with the Payment Schedule set-forth on the Amended Licensed Product and Services Schedule. Annual Fees are payable in advance and are due upon execution of this Amendment Number 1 and, thereafter, are due on the anniversary of the Start Date. **Licensor shall issue a reminder (invoice) of any upcoming payment date to Licensee, and such reminder shall trigger the duty to pay future annual fees.** Licensor may issue a reminder of any upcoming payment date to Licensee, but such reminder is not a prerequisite or precondition to any payment by Licensee. Payments not made timely shall accrue interest at the lesser of (1) the compounded rate of 1.5% per month; or (2) the maximum rate allowed by the applicable law. Any additional sums owed for Sales Taxes as per the following sub-section "Sales Tax" shall be owed in addition to the Annual Fees listed in the Licensed Products and Services Schedule. However, in no event shall total payment for services under this Agreement exceed

\$783,989. In the event of a mutually agreed upon Renewal Term, the not to exceed amount will be modified as part of any such written Amendment.

3. Section 11, Contract Dollar Amount of the agreement is amended to read as follows:

In no event shall total payment for services under this Agreement for the Initial Term exceed SEVEN HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED EIGHTY-NINE DOLLARS (\$783,989).

4. 3.The incorporation of the terms and conditions set-forth on the attached Supplemental Professional Service Fees.
5. The incorporation of the Exhibits D.5.
6. **All other terms and conditions of the agreement, as previously amended, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: CRANEWARE, INC

DocuSigned by:
Craig Preston
B78C8F3A2FCB481...

11/7/2023 | 9:31 AM PST Craig Preston

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

- **Supplemental Professional Service Fees** (subject to § 4 sub-sections "Payment" & "Sales Tax" & § 6 sub-section "Expenses and Additional Fees")

Licensed Professional Services	Professional Service Fees*	Payment Due Date
Supply Item Master Review	\$56,718	December 15, 2023

** Professional Service plans are outlined in the attached Exhibit D.5 Scope of Work.*

Exhibit D.5 - Supply Item Master Review

Purpose: This document outlines the scope of work (SOW) designed to assist customer in achieving the following objectives:

- Ensure Customer's Item Master has accurate assignment of Revenue and CPT/HCPCS codes based on Craneware Supply Master Catalogue
- Validate/assign Global Trade Item Number (GTIN) assignment
- Validate chargeable / non-chargeable status for each item

Hospitals Included: HCA452 San Mateo Medical Center

Line Items Not to Exceed: 28,500

Customer Roles:

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

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

Project Phases and Deliverables:

1. Project Kick-off

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

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

Craneware Deliverables:

- Schedule and lead calls
- Creation and review of project plan including a timeline for the engagement
- Communicate the steps that will be taken in the Item Master review, data requirements and other information necessary to complete the review

Customer Deliverables:

- Ensure availability of required staff for all calls
- Confirm milestone dates in project plan
- Confirm data extract delivery date to Craneware Support
- Confirm meeting dates for project completion within sixty (60) days of contract signature

2. Delivery of Item Master Data Extract

- Craneware will provide the customer a *Supply Item Master Data File Request Form* that details the electronic data requirements. The customer must submit a data extract in accordance with the Data File Requirements.
- Craneware and the customer will review the customer Supply Item Master file to ensure the file meets the required specifications. Joint review of the extract is essential to ensure that Craneware has a clear understanding of the intended customer Item Master format, fields, and content.

Craneware Deliverables:

- Data request form with sample formats of electronic data requirements
- Review customer provided file to ensure compliance with required data specifications

Customer Deliverables:

- Provide Customer Item Master or supply file in appropriate format

Data File requirements:

Item Master/Catalogue – Column names

Please detail each column name listed in your Item Master/catalog file. Key fields, indicated below in grey, are required.

Required Columns
Item Number
Manufacturer Name
Manufacturer Catalogue ID
Vendor Name
Vendor Catalogue
Description
Optional but Recommended Columns:
Active Indicator
Chargeable / non-Chargeable Indicator
CPT/HCPCS Code

3. Item Master Review

Craneware will conduct a comprehensive review of the Customer's active Item Master lines (or Customer delivered supply file) to identify and address coding and charging errors related to billable supplies.

- Craneware will review each active line of Customer Item Master file for:
 - a. CPT/HCPCS code assignment
 - b. Revenue code assignment
 - c. Chargeable/non-chargeable assignment
 - d. Global Trade Item Number (GTIN) assignment

Craneware Deliverables:

- Review Customer provided supply file prior to project initiation to confirm proper file format
- Provide an exception report for those items that cannot be reviewed due to incomplete data elements
- Analysis of the Item Master file for CPT/HCPCS and Revenue codes
- Assignment of GTINs
- Final electronic MS Excel file similar to the Customer provided file with the addition of Craneware assigned fields for HCPCS, Revenue code, etc. assignments, as appropriate.

Customer Deliverables:

- Provide the Item Master or supply file
- Assign a Project Manager to manage the project
- Policies/Procedures specific to Supplies
- Decision Tree for pricing and HCPCS code assignment (i.e. C1889)
- Project Manager will be responsible for reviewing and signing off on the accuracy of the Craneware supply coding content before loading into the ERP systems
- Implement and upload Item Master file into customer ERP system