

County of San Mateo – Master Services Agreement

(MID# 2682917)



Master Services Agreement

This Master Services Agreement (this "Master Agreement") is entered into on February 1, 2023 (the "Effective Date"), by and between **Vizient, Inc.**, a Delaware corporation, on behalf of itself and its subsidiaries (collectively, "Vizient") and **County of San Mateo**, ("Member") for itself and on behalf of its covered facilities ("Covered Facilities"), as specifically set forth in an applicable SOW (as defined below). ***As of the Effective Date, this Master Agreement shall supersede that certain Master Agreement between MedAssets Performance Management Solutions, Inc. and San Mateo County dated February 1, 2011, as amended, including all statements of work attached thereto.*** For the avoidance of doubt, this Master Agreement shall govern the period commencing on the Effective Date. Vizient and Member are sometimes referred to herein individually as a "Party" and collectively, as the "Parties."

1. **Statement of Work.** For all services provided by Vizient under this Master Agreement (collectively, the "Services"), Vizient will issue a statement of work or order form (each, an "SOW") containing relevant terms and provisions which are fully incorporated herein, as an attachment to this Master Agreement, and made a part hereof. If applicable, the SOW will identify the Vizient subsidiary, if any, providing Services and any Covered Facilities receiving such Services. In the event of conflicting terms between this Master Agreement and any SOW executed hereunder, the terms set forth in the respective SOW will control.
2. **Service Fees and Invoicing.** Service fees for all Services ("Service Fees") will be specifically set forth in each SOW. Any obligation to reimburse Vizient for Services-related expenses, including, but not limited to, travel, meals, lodging, and other administrative costs, such as postage, copying, and overnight mailing (collectively, "Reimbursable Expenses"), are in addition to Service Fees and will be indicated in each applicable SOW. Except as otherwise set forth in an SOW, i) Vizient will invoice Service Fees and, if applicable, Reimbursable Expenses on a monthly basis; and ii) Member will remit payment net 30 days after the date of the invoice.
3. **Taxes.** Member hereby acknowledges and agrees Service Fees do not include foreign, federal, state, or local sales, use, or other similar taxes, however designated, levied on the Services, and Member will be responsible for such taxes. If Member is a tax-exempt organization, Member will provide Vizient with Member's current tax exemption certificate or a direct pay permit ("Certificate") and any updated Certificate, as may be requested by Vizient from time to time during the Term. The Parties presume all sales of tangible personal property or services are subject to tax unless Member provides a Certificate. **IF MEMBER FAILS TO PROVIDE A CERTIFICATE: i) MEMBER IS RESPONSIBLE FOR ALL TAXES CHARGED OR PAID EVEN IF LEGALLY EXEMPT FROM SUCH TAXES; ii) VIZIENT WILL REMIT ANY TAXES CHARGED AND COLLECTED TO THE TAXING AUTHORITIES AS IF A TAX WAS DUE; AND iii) VIZIENT WILL NOT RETURN OR REFUND SUCH TAXES TO MEMBER.**
4. **Data.** In order for Vizient to provide Services, Member will provide spend-related data to Vizient, including, but not limited to, purchase orders, item master information, vendor master information, receipts, invoices, and utilization data (individually and collectively referred to herein as "Spend Data"), in accordance with the submission requirements for requested Services.
 - 4.1. **Data Consent.** Vizient may use Spend Data provided by Member before the Effective Date and during the Term in de-identified form to populate benchmarking databases ("Databases") and to generate reports from such Databases ("Reports"), which Vizient solely owns and may use for any purpose. Vizient may also use Spend Data in de-identified form for any other purpose, including, but not limited to, contract development, research information, and for comparative analysis use for Vizient's customers. Vizient may disclose Spend Data on a line-item, identified basis to subcontractors and consultants under confidentiality agreements with Vizient for the purpose of assisting Vizient in providing services. Member represents it has the right to provide Vizient with Spend Data for the uses described in this provision.
 - 4.2. **Databases and Reports.** Vizient makes no warranties or representations with regard to the Databases and Reports, and Member is solely responsible for the results of its operational use of such Databases and

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Reports. Databases and Reports may sometimes include portions of Vizient's and its suppliers' confidential data, such as Vizient's group purchasing ("GPO") Member pricing data, supplier pricing data, and contract terms and conditions. Member must perpetually treat the Databases and Reports as Confidential Information of Vizient and its respective suppliers and will not use them for any purpose other than Member's internal use.

5. Term and Termination.

5.1. Term. The initial term of this Master Agreement will commence on the Effective Date and continue for a period of **36** months ("Initial Term") with the option to renew for two (2) additional 1-year terms (each, a "Renewal Term"), upon mutual written agreement between the Parties prior to the expiration of the then-current Term. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term". In the event the term of any SOW extends beyond the Term of this Master Agreement, the Term of this Master Agreement will automatically extend to the latest expiration or termination date of such SOW.

5.2. Termination for Cause. Either Party may terminate this Master Agreement or SOW effective immediately upon written notice to the other Party if the other Party is under default or breach of this Master Agreement or SOW and the breaching Party has not remedied such default or breach within 30 days after receipt of written notice from the non-breaching Party specifying the default or breach.

5.3. Termination for Insolvency. Either Party may terminate this Master Agreement and all attached SOWs immediately upon written notice to the other Party if the other party is adjudged insolvent or bankrupt; or upon the institution of any proceeding against the other Party seeking relief, reorganization, or arrangement under any laws relating to insolvency; or for the making of any assignment for the benefit of creditors; or upon the appointment of a receiver, liquidator, or trustee of any of the other Party's property or assets; or upon liquidation, dissolution, or winding up of the other Party's business.

6. Grant of Limited Rights. Vizient solely owns all work product, including, but not limited to, all materials, programs, documentation, concepts, methodologies, and aids related to the Services. Vizient grants to Member the limited right to use the Services for its internal use only during the Term of this Master Agreement or applicable SOW. Member will not, without Vizient's prior written consent, reproduce any of the materials, programs, documentation, or aids related to the Services for the purpose of disclosure or distribution to any other party, including any third-party legal, financial, or consulting advisors, unless such third party i) has a need to access the information for purposes of fulfilling Member's obligations under this Master Agreement, and ii) has entered into a confidentiality agreement with Vizient or has been approved by Vizient in writing.

7. Intellectual Property. Member will not, nor will it permit any third-party to: i) use any Vizient Database, Report, or Services, or any portion of the Vizient deliverables or work product, including, without limitation, information, design, specification, instruction, software, data, or material (collectively referred to as the "Vizient IP") for any unlawful purpose; ii) market, sublicense, publish, distribute, lend, transfer, or otherwise make Vizient IP, or any components or output therefrom, available to a third party; iii) alter, maintain, enhance, modify, or create derivatives of the Vizient IP; iv) remove any trademark, copyright, or proprietary notices; v) copy, decompile, disassemble, or otherwise reverse engineer the Vizient IP or perform any similar means or actions to discover the source code or trade secrets in the Vizient IP; vi) use the Vizient IP to provide service bureau, time sharing, or other computer services to third parties; vii) circumvent any technological measures that control access to the Vizient IP; viii) use the Vizient IP in any nuclear, aviation, mass transit, life support, or any other inherently dangerous manner; or ix) use the Vizient IP to benefit any party other than Member.

8. Confidentiality.

8.1. General. During the Term and for a period of 3 after its expiration or termination, neither Party may publish, disseminate, or disclose to any third party any Confidential Information (as defined below) of the other Party without the other Party's prior written consent. A Party may disclose Confidential Information only to its employees who have a need to access the Confidential Information for purposes of fulfilling the Party's obligations under this Master Agreement.

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8.2. Confidential Information. For purposes of this Master Agreement, “Confidential Information” includes: i) any information which refers or relates to this Master Agreement or any Vizient supplier agreement, including, but not limited to, any information relating to supplier pricing, supply contract terms, member data, customer lists, financial analyses, benchmarking and comparative reports of any kind prepared by the other Party, business processes or plans, sourcing and contracting methods, and “know-how”; ii) any information a Party marks as “Confidential,” “Proprietary,” or with a similar legend prior to disclosure; iii) any information which is orally identified as confidential at the time of disclosure and confirmed as confidential in writing within 10 business days following such disclosure; iv) any information which by its nature should reasonably be considered as confidential or proprietary; and v) all information generated by a Party that contains, reflects, or is derived from Confidential Information. Nothing in this paragraph shall limit the Member’s responsibilities and legal ability to produce records pursuant to the California Public Records Act.

8.3. Exclusions. Confidentiality obligations will not apply to information that: i) is published by the disclosing Party or otherwise becomes available to the public other than by a breach of this Master Agreement; ii) is rightfully received by the recipient from a third party not under an obligation of confidentiality; iii) is known by or independently developed by the recipient prior to disclosure by the disclosing Party; or iv) is required to be disclosed pursuant to a lawful subpoena from a court of competent jurisdiction or in response to a valid request by a federal or state governmental agency. In the event of any required disclosure under law, the Party requesting disclosure of such Confidential Information will provide reasonable advance written notice to the non-disclosing Party so the non-disclosing Party may have an opportunity to object or seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

8.4. Rights in the Confidential Information. Except as expressly stated in this Master Agreement or an SOW, i) this Master Agreement does not confer any right, license, interest, or title in, to, or under the Confidential Information; and ii) no license is granted to the receiving Party, by estoppels or otherwise, under any patent, trademark, copyright, trade secret, or other proprietary rights.

8.5. Equitable Relief. The Parties acknowledge and agree that monetary damages are insufficient for any breach of the confidentiality provisions of this Master Agreement. As such, the nonbreaching Party may seek specific performance or injunctive relief, in addition to any other remedies available at law or in equity, upon the breach or threatened breach of this Confidentiality Section without posting bond and without proof of actual damages.

9. Compliance.

9.1. Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state, and local laws, including, but not limited to, the requirements of the federal fraud and abuse statute, codified at 42 U.S.C. 1320a-7b, as amended, and relevant regulations thereto.

9.2. Discounts and Rebates. To the extent Member receives discounts, rebates, distributions, or any other price reductions as a result of purchases or remuneration under this Master Agreement, an SOW, or any other group purchasing program agreement, Member may have an obligation under federal or state law to disclose such price reductions or remuneration to federal or state health care programs or other payors (as part of the cost reporting process or otherwise). Member and all Covered Facilities will comply with all such laws. Member will provide each of its applicable Covered Facilities, if any, rebate or other information (if any) necessary for the Covered Facility to comply with its obligations under this Section.

9.3. Records. Upon request of the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized representative, Vizient will make available the contracts, books, documents, and records necessary to certify the nature and extent of the cost of any Services in excess of \$10,000 per year until the expiration of 4 years from completion of any such Services provided under this Master Agreement.

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10. Professional Obligations. Member acknowledges and agrees that the professional duty owed to patients seeking health care services lies solely with the health care professional providing health care services. As such, Member takes full responsibility for the use of information provided under this Master Agreement and all SOWs in patient care and acknowledges that the use of any and all Services is not intended to replace or substitute professional judgment. Vizient does not assume any responsibility for actions of Member that may result in liability or damages arising from malpractice, failure to warn, negligence, or any other basis, and Member agrees to indemnify, defend, and hold Vizient, the Vizient subsidiaries, and their respective employees, officers, and directors harmless from and against any and all liability or damages.

11. Indemnification.

11.1. General Indemnification. Each Party will indemnify and hold the other Party harmless from any and all damages, losses, liabilities, claims, or cost, excluding attorney's fees and costs of litigation, arising out of any third-party claim for bodily injury or death, or damage to property, caused by any negligent act or omission or breach of this Master Agreement (or any SOW hereunder) by the indemnifying Party or its employees, officers, or agents. Vizient's indemnity and hold harmless obligation does not apply to any medical malpractice claim, damage, loss, or liability. Neither Party is responsible for losses incurred to the extent caused by the other Party's negligence or willful misconduct.

11.2. Intellectual Property Indemnification. Subject to the Indemnification Procedure Section below, Vizient will, at its sole expense, defend any third-party action brought against Member based on a claim that any Vizient IP that is proprietary to Vizient or licensed by Vizient and purchased pursuant to this Master Agreement infringes any United States copyright, patent, or trademark and will pay all reasonable costs and damages finally awarded against Member in any such action attributable to such claim.

A. Limitation. Vizient will have no liability to Member under Section 11.2 to the extent such infringement arises from the use of such: i) Vizient IP in combination with equipment, software, or services not supplied by Vizient; ii) Vizient IP in a manner other than in accordance with its product description and the terms of this Master Agreement, applicable SOW, or any end user license agreement that may be provided with such Vizient IP; or iii) modifications to Vizient IP made by persons other than Vizient personnel or Member's design or specifications.

B. Modification by Vizient. If any allegation of infringement with respect to any Vizient IP is made, or, in Vizient's opinion is likely to be made, then Vizient may, at its sole option and expense: i) procure for Member the right to continue using the Vizient IP; ii) modify the Vizient IP so as to avoid the infringement; iii) replace the Vizient IP with a functionally similar version and require Member to cease use of the Vizient IP in question; or iv) refund Service Fees paid to Vizient by Member for the use of such Vizient IP, less an amount for amortization based on a five-year, straight-line amortization schedule, in which case the Member must cease using the Vizient IP and return it to Vizient.

11.3. Indemnification Procedure. A Party's right to indemnification is conditioned upon the following: i) the indemnified Party must promptly notify the indemnifying Party of the claim (provided, however, that if the indemnified Party fails to provide prompt notice, the indemnifying Party will be relieved of its indemnification obligations only if and to the extent the indemnifying Party is materially prejudiced by such failure); ii) the indemnifying Party will have sole control of the defense and settlement of the claim (but the indemnifying Party must not agree to a consent decree or similar order binding the indemnified Party or to any settlement that specifically apportions fault or liability to the indemnified Party without the indemnified Party's prior written consent); iii) the indemnified Party will provide the indemnifying Party, at its expense, with assistance in the defense as the indemnifying Party may reasonably request; and iv) the indemnified Party must not incur any cost or expense for the indemnifying Party's account without its prior written consent.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THE FOREGOING STATES VIZIENT'S ENTIRE LIABILITY UNDER THIS MASTER AGREEMENT OR OTHERWISE WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

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12. Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNITY OBLIGATIONS SET FORTH HEREIN : i) IN NO EVENT WILL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION, OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES ARISING FROM OR RELATED TO THIS MASTER AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND ii) EXCEPT FOR MEMBER'S FAILURE TO PAY FOR THE SERVICES, EACH PARTY'S MAXIMUM LIABILITY IS LIMITED TO THE ANNUAL SERVICE FEES AND REIMBURSABLE EXPENSES IN THE APPLICABLE SOW. ***THIS LIMITATION OF LIABILITY IS FUNDAMENTAL TO THIS MASTER AGREEMENT. THE PARTIES REVIEWED AND BARGAINED FOR THESE TERMS AND NEITHER PARTY WOULD BE WILLING TO ENTER INTO THIS MASTER AGREEMENT WITHOUT THIS LIMITATION.***

13. Warranty and Remedies.

13.1. Authority. Each Party represents and warrants it is authorized to enter into and execute this Master Agreement and any and all applicable SOWs, if any, on behalf of itself and each of the applicable Vizient subsidiaries or Covered Facilities, respectively, as documented in any applicable SOW.

13.2. Vizient Warranty. Vizient warrants it will perform the Services in a good and workmanlike manner in accordance with the requirements in each SOW. **EXCEPT AS SET FORTH IN THIS SECTION, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** MEMBER'S SOLE AND EXCLUSIVE REMEDY, AND VIZIENT'S SOLE AND EXCLUSIVE LIABILITY, FOR A BREACH OF THE WARRANTY IN THIS SECTION ARE: i) THE SPECIFIC SUPPORT SERVICES IN THE APPLICABLE SOW; ii) REPEATING OR REPROCESSING OF THE SERVICE(S) (IF POSSIBLE) BY VIZIENT AT NO ADDITIONAL CHARGE; OR iii) TERMINATION OF THE APPLICABLE SOW UPON 30 DAYS' PRIOR WRITTEN NOTICE TO VIZIENT.

13.3. Cooperation. Each Party agrees to cooperate and respond to applicable requests for information in a timely manner. A Party's failure or delay is excused to the extent the other Party impedes or delays completion of the Services by: i) failing or delaying to provide necessary information, equipment, or access to facilities to Vizient; ii) failing to complete required tasks or perform its obligations under this Master Agreement or the applicable SOW for any reason; or iii) providing materially untrue or incorrect information.

14. Protected Health Information. One or more of the Services may involve the use and disclosure of Member's Protected Health Information ("PHI"). Each Party intends to protect the privacy, security, and integrity of any PHI exchanged under this Master Agreement in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, as each may be amended from time to time (collectively, "HIPAA"). The Parties further acknowledge Member is a Covered Entity (as defined under HIPAA) and Vizient may be a Business Associate (as defined under HIPAA) in the delivery of certain services through Member's participation in Vizient's national healthcare alliance. If Member engages Vizient to perform Services involving the use or disclosure of PHI, then the respective SOW will explicitly state the use or disclosure of PHI is required and Vizient and Member shall enter into a mutually agreeable business associate agreement for the protection of PHI in accordance with HIPAA requirements.

15. Government Program Participation. Each Party represents and warrants it has never been excluded from participation in any federal health care program (as such term is defined in 42 U.S.C. § 1320a-7b(f)) ("Federal Health Care Program"), or been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Each Party represents and warrants it has not been the subject of an actual, pending, or threatened formal adverse action, as that term is defined in 42 U.S.C. § 1320a-7e(g). Each Party will promptly notify the other Party in the event it is excluded from any Federal Health Care Program, or

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debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, during the Term.

16. General.

16.1. Entire Agreement. This Master Agreement, including all SOWs executed hereunder, amendments, and exhibits, constitutes the entire agreement between Vizient and Member relating to the subject matter of this Master Agreement, and supersedes all prior understandings, agreements, proposals, and documentation relating to the subject matter of this Master Agreement.

16.2. Amendment. This Master Agreement may be amended only by a document signed by authorized representatives of both Parties.

16.3. Assignment. Member will not assign or transfer any rights or obligations under this Master Agreement or any SOW without Vizient's prior written consent. This Master Agreement will inure to the benefit of and be binding on the Parties and their respective assigns.

16.4. Intentionally Omitted.

16.5. Independent Entities. None of the provisions of this Master Agreement or any SOW will create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Master Agreement. Neither of the Parties, nor any of their employees, will be construed to be the agent, employer, employee, or representative of the other.

16.6. Force Majeure. Neither Party will be liable for delays in their performance to the extent and for the duration of time resulting from an event beyond the Party's reasonable control, such as acts of God (earthquake, hurricane), terrorism, national emergencies, or changes in government regulations.

16.7. Severability. In the event any provision of this Master Agreement is for any reason deemed to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Master Agreement, and this Master Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal, and enforceable.

16.8. Waiver. The waiver of any breach of any term or condition of this Master Agreement does not waive any other breach of that term or condition or of any other term or condition, unless agreed to in a writing signed by the Parties.

17. Notices. All notices related to this Master Agreement shall be in writing and shall be deemed to have been given when delivered personally, or at the time sent, if sent by registered or certified United States mail, return receipt requested, postage prepaid, or by FedEx or similar delivery service for overnight delivery, and addressed to the other Party as follows or at such address as such Party from time to time may indicate by written notice to the other Party:

If to Vizient:

Vizient, Inc.
Attn: Membership/Sales Operations
290 East John Carpenter Freeway
Irving, Texas 75062

With a copy to:

Vizient, Inc.
Attn: Legal Department
290 East John Carpenter Freeway, 7th Floor

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Irving, Texas 75062

If to Member:

County of San Mateo
San Mateo Medical Center
Attn: Chief Operations Officer
222 W 39th Ave
San Mateo, CA 94403-4364

18. **Equal Opportunity and Affirmative Action.** Vizient is an equal opportunity and affirmative action employer. Vizient abides by the requirements of 41 C.F.R. 60-1.4(a) (Executive Order 11246 Equal Opportunity Clause); 41 C.F.R. 60-250.5(a) (Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Recently Separated Veterans, and Other Protected Veterans); 41 C.F.R. 60-300.5(a) (Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans); 41 C.F.R. 60-741.5 (a) (Equal Opportunity for Workers with Disabilities); FAR 52.222-21 (Prohibition of Segregated Facilities); and FAR 52.222-26 (Equal Opportunity). These regulations are incorporated herein by reference and prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
19. **Counterparts.** All documents pertaining to this Master Agreement may be executed by the exchange of certified electronic signatures or copies delivered by electronic mail in Adobe Portable Document Format or similar format. Any signature transmitted by those shall be deemed an “original signature.” All documents pertaining to this Master Agreement may be executed in two or more counterparts, but all of which, taken together, shall constitute one and the same instrument.
20. **Publicity/Use of Marks.** Except as otherwise agreed to by the Parties in writing, neither Party may: i) use each other’s trademarks or service marks; or ii) make any press release or other public disclosure regarding this Master Agreement or the transactions contemplated by this Master Agreement without the other Party’s prior written consent, except as required under applicable law or by any governmental agency, in which case the Party required to make the press release or public disclosure shall use commercially reasonable efforts to obtain the approval of the other Party as to the form, nature, and extent of the press release or public disclosure prior to issuing the press release or making the public disclosure.
21. **Survival.** The following provisions shall survive the expiration or any earlier termination of this Master Agreement for the number of years stated in the provision or, if none is stated, then perpetually: Grant of Limited Rights, Confidentiality, Discounts and Rebates, Records, Professional Obligations, Indemnification, the last sentence in Vizient Warranty regarding limitations of liability, General, and Notices.

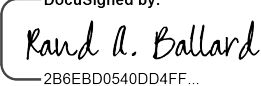
[Signatures on next page]

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IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

For Contractor: Vizient, Inc.

<div>DocuSigned by:  2B6EBD0540DD4FF...</div> <hr/>	<div>1/4/2023 1:58:26 PM CST</div> <hr/>	<div>Rand Ballard</div> <hr/>
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

County of San Mateo – Group Purchasing Program

(MID# 2682917)



Group Purchasing Program Statement of Work

Vizient, Inc., a Delaware corporation, on behalf of itself and its subsidiaries (collectively, “**Vizient**”), will provide the services detailed in this **Group Purchasing Program Statement of Work** (“**SOW**”) to **County of San Mateo**, (“**Member**”), and Member’s Covered Facilities (defined below), for the Service Fees indicated below. This SOW is made pursuant to the terms and conditions set forth in the **Master Services Agreement** dated February 1, 2023, and any amendments or addendums thereto (collectively, the “**Master Agreement**”). As such, all capitalized terms used herein and not otherwise defined in this SOW will have the meanings ascribed to such terms in the Master Agreement. **As of the Effective Date, this SOW shall supersede that certain SOW for Group Purchasing Services between MedAssets Performance Management Solutions, Inc. and San Mateo County dated February 1, 2011, as amended, and all previous agreements relating to the subject matter described herein.** For the avoidance of doubt, this SOW shall govern the period commencing on the Effective Date. **This SOW is effective as of February 1, 2023** (“**Effective Date**”). Vizient and Member are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Any reference to, or description of any right or obligation of, “**Member**” in this SOW will also include its Covered Facilities unless specifically delineated.

1. **Services.** Vizient will provide Group Purchasing Program services to Member (collectively, the “**Services**”). Specifically, the Services include:

- 1.1 **GPO Services and Agent Designation.** Vizient is a health care group purchasing organization (“**GPO**”) that, on behalf of participating organizations, negotiates, directly and through its contracting subsidiaries, such as Vizient Supply, LLC (“**Vizient Supply**”) and MedAssets Performance Management Solutions, Inc. (“**MedAssets**”), vendor and distributor (“**Suppliers**”) agreements (“**Supplier Agreements**”) for goods, services, or intangible items (collectively, “**Covered Items**”) and offers supply chain and clinical improvement related services (collectively referred to as the “**Group Purchasing Program**”). Member designates, for itself and on behalf of its Covered Facilities, Vizient and its agents, including, but not limited to, Vizient Supply and MedAssets, to act as Member’s exclusive GPO agent for purposes of negotiating and entering into Supplier Agreements under which Member may purchase as a third-party beneficiary and Member will not engage any competitor GPO to provide services substantially similar to the Services provided hereunder.
- 1.2 **Ancillary Document Agent Designation.** Member appoints Vizient as its authorized agent for the limited purpose of entering into, executing, and submitting to Suppliers, on Member’s behalf, purchase-level tier assignments, letters of participation, letters of commitment, or other relevant documentation, to the extent such documentation is required to provide Member with access to and benefit from Supplier Agreements.
- 1.3 **Vizient Catalog.** Vizient will provide Member with access to Vizient’s electronic contract management and catalog database (“**Vizient Catalog**”) which provides access to: i) Supplier Agreements; ii) information regarding Vizient’s products and services; iii) Administrative Fees Database (as defined below); and iv) Annual Disclosure Reports (as defined below).
- 1.4 **Supplier Disputes.** Vizient will provide Member with reasonable assistance to resolve disputes with Suppliers related to Supplier Agreements; provided, however, Vizient will not provide legal analysis or legal counseling to Member or any dispute-resolution assistance requiring legal expertise.

2. **Covered Facilities.**

- 2.1 **Covered Facility.** A “**Covered Facility**,” or collectively, “**Covered Facilities**,” are individual sites or facilities whereby Member represents and warrants Member: i) has managerial or operational responsibilities including, without limitation, primary control of each Covered Facility’s procurement activities related to supply chain

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management; ii) has the authority to bind each Covered Facility to the terms and conditions of this SOW; and iii) is authorized to accept any applicable Fee Share, Discounts, or Rebates (as defined below) on behalf of Covered Facilities. The term “primary control” means Member has the power, directly or indirectly, whether through ownership or via a management agreement, to direct, oversee, manage, or implement policies as it relates to procurement activities or facility operations. Vizient reserves the right to require reasonable written documentation a Covered Facility meets the requirements of this section. Member agrees to indemnify Vizient against, and hold Vizient harmless from, any claim arising from the breach of this representation and warranty.

2.2 Covered Facility Addition Form. Upon execution of this SOW, Vizient will provide Member with an electronic form whereby Member can add Covered Facilities to Member’s Group Purchasing Program membership (“Covered Facility Addition Form”). Thereafter, Member has 30 days to complete and return the Covered Facility Addition Form to Vizient at the email address described therein. Member may add a Covered Facility at any time by submitting a Covered Facility Addition Form which will take effect within 3 business days of receipt. Member may remove a Covered Facility by providing written notice to Vizient. Member is responsible for providing all information necessary to roster Covered Facilities under Member’s Group Purchasing Program membership. Each Covered Facility must comply with the terms hereof and Vizient will have no obligation to provide Services or Fee Share to any site or facility not rostered as a Covered Facility in accordance with this SOW. Notwithstanding the foregoing, Vizient reserves the right to condition the addition of an existing Vizient GPO member as a Covered Facility hereunder on a mutually agreeable amendment to this SOW.

3. Term and Termination.

3.1 Term. The initial term of this SOW will commence on the Effective Date and continue for a period of **36** months (“Initial Term”) with the option to renew for two (2) additional 1-year terms (each, a “Renewal Term”), upon mutual written agreement between the Parties prior to the expiration of the then-current Term. The Initial Term and any Renewal Terms are collectively referred to herein as the “Term”.

3.2 Termination for Convenience. This SOW may not be terminated for convenience. If the Master Agreement expires or is terminated prior to the expiration of this SOW, the applicable terms and conditions of the Master Agreement survive for the limited purpose of governing this SOW for its remaining Term.

3.3 Termination for Cause. The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement. Notwithstanding the foregoing, all notices to or from a Covered Facility relating to any material breach will require a simultaneous notice to the Member.

3.4 Effect of Termination. The termination of this SOW relative to a Covered Facility will not automatically result in the termination of this SOW as between Vizient and Member; provided, however, termination of this SOW relative to the Member will result in the automatic termination of this SOW as between Vizient, Member, and all Covered Facilities.

4. Administrative Fees, Discounts and Rebates, and Supplier Agreement Obligations.

4.1 Administrative Fees. Member acknowledges and agrees that, pursuant to the terms of Supplier Agreements, Vizient i) will receive administrative fees from Suppliers based on Member’s purchases (“Administrative Fees”) and ii) may furnish certain administrative and promotional services to such Suppliers.

4.2 Administrative Fees Database. Except as otherwise provided for in a Supplier Agreement, each Supplier Agreement provides for a fixed Administrative Fee of 3% or less of the purchase price for Covered Item(s). For Supplier Agreements that provide for an Administrative Fee greater than 3%, Member can access such Administrative Fee amounts (“Administrative Fees Database”) via Vizient Catalog, which Vizient will update as necessary, and is incorporated herein by reference. This section is intended to maintain the Parties’

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compliance with the federal health care GPO anti-kickback statutory exception, 42 USC 1320a-7b(b)(3)(C), and regulatory safe harbor, 42 CFR 1001.952(j), as amended.

- 4.3 Discounts and Rebates.** Member acknowledges and agrees that, in addition to any Fee Share (defined below), Member: i) may receive discounts ("Discounts") or rebates ("Rebates") from Suppliers or Vizient that may be subject to 42 USC 1320-7b and thus Member may have an obligation under federal or state law to disclose such Fee Share, Discounts, or Rebates to federal or state health care programs or other payors part of the cost reporting process or otherwise; and ii) agrees to comply with all such laws. This section is intended to maintain the Parties' compliance with the federal health care discount anti-kickback statutory exception, 42 USC 1320a-7b(b)(3)(A) and discount safe harbor, 42 CFR 1001.952(h), as amended.
- 4.4 Impact Standardization Program.** Vizient's Impact Standardization Program ("Impact Program") provides quarterly Rebates to those members who enroll and comply with the Impact Program's standardization purchasing requirements. Upon successful enrollment and compliance with the Impact Program's requirements, Member will receive all Impact Program Rebates paid to Vizient, on behalf of Member, during each calendar quarter. Vizient will pay all Rebates to Member within 120 days following the end of each calendar quarter.
- 4.5 Annual Disclosure Report.** Vizient will provide Member, no less than annually and via Vizient Catalog, an annual report listing Member's purchases and respective Administrative Fees, Rebates, or Discounts received by Vizient based on such purchases ("Annual Disclosure Report"). Member acknowledges and agrees Vizient has no obligation to provide an Annual Disclosure Report to Covered Facilities. As such, Member represents and warrants it will provide Covered Facilities with any information relating to Administrative Fees necessary for Covered Facilities to comply with all relevant state and federal cost reporting or other laws and regulations. Member agrees to indemnify Vizient against, and hold Vizient harmless from, any claim arising from breach of this representation and warrant.
- 4.6 Supplier Agreement Obligations.** Member is bound to the terms and conditions of each Supplier Agreement if Member: i) purchases Covered Items under that agreement; or ii) agrees to be bound to that agreement in an ancillary document (such as a Letter of Commitment or Letter of Participation). Member warrants that any purchase made under any Supplier Agreement will not cause Member to breach any third-party agreement or obligation. Vizient has no responsibility for interpreting, negotiating, or managing ancillary agreements Member enters into with an individual Supplier. Notwithstanding the foregoing, Member determines, in its sole discretion, whether and how much to purchase through Supplier Agreements.
- 4.7 Own Use.** Member represents and warrants that all Covered Items purchased will be for Member's "own use," within the meaning of the Nonprofit Institutions Act as interpreted by the U.S. Supreme Court in Abbott Laboratories v. Portland Retail Druggists Association Inc., 425 U.S. 1 (1976), and its successor line of cases, and will comply with the Prescription Drug Marketing Act of 1987, as applicable and amended. Member will indemnify and hold Vizient harmless from any and all manner of liability including, but not limited to, any and all costs of defense resulting from any breach by Member of this section. Vizient will have the right to immediately terminate this SOW should Member breach the foregoing representation and warranty.

5. Service Fees, Committed Purchases Requirement, and Fee Share.

- 5.1 Service Fees.** Vizient will provide the Services described herein to Member in consideration of the Administrative Fees retained by Vizient hereunder ("Service Fees"), and Member acknowledges and agrees the retained Administrative Fees represent the fair market value of such Services.
- 5.2 Committed Purchases Requirement.** For each 12-month period, commencing on the Effective Date (each, a "Contract Year"), Member's aggregate purchases reported by Suppliers, not acting in the capacity of a distributor ("Manufacturer Purchases"), will equal or exceed the applicable spend amount (the "Committed Purchases Requirement" or "CPR"), as follows:

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Contract Year	Committed Purchases Requirement
February 1, 2023 – January 31, 2024	\$13,233,000
February 1, 2024 – January 31, 2025	\$13,233,000
February 1, 2025 – January 31, 2026	\$13,233,000
Renewal Option February 1, 2026 – January 31, 2027	\$13,233,000
Renewal Option February 1, 2027 – January 31, 2028	\$13,233,000

In the event of a Renewal Term beyond the Contract Years reflected in the table above, the then-current CPR will increase by 3% for each Renewal Term. If Member fails to meet the Committed Purchases Requirement for any Contract Year, Member will pay Vizient two point six five percent (2.65%) of the difference between the Committed Purchases Requirement and total Manufacturer Purchases made during such Contract Year.

- 5.3 Fee Share.** Vizient will pay Member 50% of Administrative Fees based on Member's purchases reported by Suppliers ("Fee Share"), within 120 days following the end of the calendar quarter in which such purchases were reported.
- 5.4 Member Statement.** After the end of each calendar quarter, Vizient will provide Member with a summary account statement ("Member Statement") showing total Fee Share earned, other cash payments, and any other invoices offset for the respective calendar quarter. If the Member Statement reflects a total net due amount owed from Vizient to Member, Vizient will pay Member such amounts within 120 days after the last day of the applicable period. If the Member Statement reflects a total net amount due from Member to Vizient, Vizient will issue an invoice for such amounts and Member will pay all invoices within 30 days of receipt. Vizient reserves the right to offset any invoices for Service Fees, Reimbursable Expenses, or any other amounts owed under the Master Agreement, past due 90 days, against amounts due to Member as reflected in the Member Statement. The Member Statement will provide a summary of any invoices for Service Fees, Reimbursable Expenses, and other amounts offset by Vizient.
- 5.5 No Obligation.** Notwithstanding anything to the contrary stated herein, Vizient will not be obligated to pay Fee Share to the extent: i) Member breaches a material term of the Master Agreement or this SOW that remains uncured; ii) Administrative Fees are received for which a Supplier has failed to provide sufficient detail to determine whether they are derived from purchases made by Member or a Covered Facility; iii) a Supplier fails to pay Administrative Fees owed to Vizient based on purchases made by Member or a Covered Facility; or iv) a change in law or regulation occurs which Vizient reasonably believes prohibits the sharing of such Administrative Fees with its members.
- 5.6 Term Expiration.** Following the expiration of the Term, Vizient will pay Member Fee Share for purchases i) made prior to the Term expiration date; and ii) reported to Vizient by a Supplier within 90 days of the Term expiration date. For purposes of clarification, Vizient will have no obligation to pay Fee Share for any purchases made by Member following the expiration of the Term or reported by a Supplier more than 90 days after the expiration of the Term. An early termination of this SOW, for any reason, will terminate Vizient's obligation to pay any Fee Share to Member after the effective date of such termination.

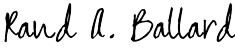
{Signatures on next page}

County of San Mateo – Group Purchasing Program

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IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

For Contractor: Vizient, Inc.

<div>DocuSigned by:  2B6EBD0540DD4FF...</div>	1/4/2023 1:58:26 PM CST	Rand Ballard Chief Customer Officer
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

County of San Mateo – eCommerce Exchange

(MID# 2682917)



eCommerce Exchange Services Statement of Work

Vizient, Inc., a Delaware corporation, ("**Vizient**") will provide the services detailed in this **eCommerce Exchange Services Statement of Work** ("**SOW**") to **County of San Mateo** ("**Member**"), and the Covered Facilities set forth in **Exhibit A**, ("**Covered Facilities**") for the Service Fees indicated hereunder. This SOW is made pursuant to the terms and conditions set forth in the **Master Services Agreement** between the Parties dated February 1, 2023, including any amendments or addendums thereto (collectively, the "**Master Agreement**"). As such, all capitalized terms used herein and not otherwise defined in this SOW will have the meanings ascribed to such terms in the Master Agreement. **As of the Effective Date, this SOW shall supersede that certain SOW for eCommerce Exchange between MedAssets Performance Management Solutions, Inc. and San Mateo County dated February 1, 2011, as amended.** For the avoidance of doubt, this SOW shall govern the period commencing on the Effective Date. **This SOW is effective as of February 1, 2023** (the "**Effective Date**"). Vizient and Member are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." Any reference to, or description of any right or obligation of, "Member" in this SOW will also include Covered Facilities unless specifically delineated.

1. Services.

1.1 Services Description. The services to be provided by Vizient under this SOW are eCommerce Exchange Services (collectively, the "**Services**"). Vizient's eCommerce Exchange is a proprietary ecommerce platform that automates the purchase ordering process. Specifically, the ecommerce platform electronically connects Member to suppliers and enables both parties to exchange documentation needed to facilitate a purchase including, purchase orders ("**PO**"), PO acknowledgements, shipment notices, invoices, and product prices.

A. Transaction Sets. Within 21 days after the Effective Date, Member will request, in writing, the eCommerce Exchange supported Electronic Data Interchange ("**EDI**") transaction sets from the list below ("**Transaction Sets**") for integration. Service Fees (defined below) are for the Transaction Sets below. Any requests to add Transaction Sets not set forth below will result in additional service fees as mutually agreed to by the Parties in an amendment hereto.

- i. 810: Invoicing;
- ii. 832: Sales/Price Catalog;
- iii. 850: Purchase Order;
- iv. 855: Purchase Order Acknowledgement; and
- v. 856: Advanced Shipping Notice.

B. Processing. Member can compare PO, vendor, and Vizient enrolled pricing for EDI transactions using Vizient's web-based order management portal. Member may process Transaction Sets through eCommerce Exchange with any vendor that: i) is connected to eCommerce Exchange directly or indirectly through the respective vendor's third party ecommerce exchange partner, who is connected to Vizient's eCommerce Exchange; ii) is EDI integrated with Vizient for the requested Transaction Sets; and iii) consents to enable and utilize the Transaction Sets with Member through eCommerce Exchange. Vizient does not guarantee that any particular vendor or vendor transaction set will remain part of Vizient's portfolio. Vizient, in its sole discretion, determines which vendors (if any) and/or vendor transaction sets connect to Vizient's eCommerce Exchange platform.

C. EDI Software. eCommerce Exchange requires specific software to generate and translate EDI documents and, upon request, Vizient will provide Member with a list of compatible software. Vizient does not provide software to: i) generate purchase orders within Member's materials management information system ("**MMIS**") or enterprise resource planning system ("**ERP**"); ii) translate non-EDI data into EDI

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format; or iii) load purchase order acknowledgements, advance shipment notifications, invoices, or any other transaction into Member's MMIS or ERP system.

- D. **Connectivity Software.** Member will utilize integration connectivity software that has been successfully tested for interoperability with Vizient's eCommerce Exchange so member can send and receive EDI documents. A list of compatible software is available at <https://www.drummondgroup.com/certified-products-2/applicability-standards/>. Member acknowledges and agrees the foregoing list contains a list of compatible software only and makes no specific recommendations. Member is solely responsible for all such decisions related to integration connectivity software and Vizient makes no warranties with respect to such software.
- E. **Exclusions.** Vizient does not provide professional services or system advice regarding configuring, managing, establishing, or optimizing Member's MMIS or ERP systems or any software needed to generate or transmit EDI documentation and Member is solely responsible for such decisions.
- F. **HIPAA Not Applicable; PHI Not Accepted.** Regardless of any provision in the Agreement, or this SOW, to the contrary, the Services do not involve any access, use or disclosure by Vizient of Member's "Protected Health Information" ("PHI") as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Vizient is not a "business associate" (as defined in HIPAA) of Member. Member acknowledges that Vizient does not have the ability to redact or remove PHI from any document received from Member pursuant to this SOW and, if Member transmits any PHI to Vizient in any purchase order or other document pursuant to this SOW, Member agrees that Vizient will not be liable for transmitting that PHI to any applicable vendor.

1.2 **Member Duties.** Vizient's ability to perform Services within the Term is based upon Member's cooperation and the timely performance of the following Member duties:

- A. **Transaction Set Specifications.** Member will conform electronic transactions to the specifications set forth in each Transaction Set which Vizient may modify at any time. Except as otherwise provided herein, Member will comply with all revised specifications within 60 days after receipt of such revisions. Vizient has the right to reject any transaction that does not conform to applicable specifications.
- B. **Member Data.** Provide accurate and complete data upon Vizient's request, including any and all interview requests with key Member personnel ("Member Data"). Should Member fail to provide accurate and/or complete Member Data, Vizient will have no obligation re-perform or correct Services.
- C. **Services Coordinator.** Designate an employee to serve as the "Services Coordinator" to: i) ensure compliance across Member's organization (e.g. IT, Networking, Supply Chain, Procurement, Security) so Vizient can perform Services; ii) ensure Member data is accurate and complete; iii) oversee and coordinate logistics necessary to implement Services; and iv) obtain all executive level approvals needed for Vizient to perform Services.
- D. **Member Integration.** Vizient will provide and Member will complete an integration readiness checklist and will ensure the following resources are readily available: i) integration point of contact; ii) detailed file specification for the Transaction Sets; iii) connectivity test support; iv) integration test support; v) gap analysis and resolution support; vi) list of approved vendors; vii) ship-to account numbers; and viii) test sign-off. If Member changes its MMIS or ERP systems during the Term, such changes will require reimplementations for connectivity to the eCommerce platform and may result additional service fees as set forth in a separate amendment to this SOW.
- E. **Testing.** Prior to transmitting data via the Transaction Sets, Member will work with Vizient to test Member's operating system to ensure data transmissions are accurate, confidential, timely, and complete.

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- F. **Inbound Transaction Monitoring.** Member will use commercially reasonable efforts to manually or electronically monitor its mailbox, and if using a value-added network at least once every half hour, including weekends and vendor-observed local, state, and national holidays, to minimize interruptions in processing those transactions that Vizient sends to Member.
- G. **Changes to Transaction Sets.** Upon Member's written consent, Vizient will utilize technology to implement mutually agreed upon Member-specific business rules which will apply to all transactions submitted via eCommerce Exchange. All business rules will be pre-approved by Member in writing before implemented and once implemented may result in automatic changes to Member's eCommerce transactions. All changes will be made in strict accordance with Member's pre-approved business rules and for Member's sole benefit. Examples of such changes include i) increasing purchase order quantity to avoid supplier imposed minimum order charges or ii) making Member approved product substitutions to enforce contract compliance. The Parties shall agree to an equitable fee to compensate Vizient for the development and implementation of such services.
- H. **Reimbursable Expenses.** Member agrees that Services are typically performed remotely. However, should Member require on-site training or Services, any associated costs for travel, lodging, data management, or administrative costs (collectively, "**Reimbursable Expenses**") are in addition to the Service Fees. If applicable for this SOW, Vizient will make commercially reasonable efforts to comply with Covered Facility, San Mateo Medical Center's (SMMC), Corporate Compliance SMMC Code of Conduct (Third Parties) set forth in Exhibit B.

1.3 **Mutual Duties.**

- A. **Security Requirements.** Each Party will employ commercially reasonable efforts to prevent third parties from unauthorized access to its own transmission and processing systems. The Parties are solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other Party and other persons. If either Party receives data not intended for it, the receiving Party shall immediately notify the sender to arrange for its return, retransmission, or destruction.
- B. **Conforming Transactions.** The Parties will employ commercially reasonable efforts to ensure that the information submitted for each eCommerce Exchange transaction is complete, accurate, secure, and timely. If either Party receives any unintelligible data in any transaction, that Party shall promptly notify the sending Party of the specific defect, if the sending Party is identifiable.
- C. **System Limitations.** eCommerce exchange does not integrate with Virtual Private Network ("**VPN**") software. Thus, Vizient does not support the use of or creation of VPNs between Vizient and Member.
- D. **Exclusions.** Except as otherwise provided herein, each Party is separately responsible for all costs, charges, or fees it incurs when transmitting electronic transactions to, or receiving electronic transactions from, the other Party and Member remains financially responsible for: i) the procurement or maintenance of any required eCommerce Exchange compatible software or hardware; ii) preparing transactions for transmission and submission through eCommerce Exchange; iii) transferring transactions from eCommerce Exchange into Member's MMIS or ERP system; iv) Member servers necessary for hosting eCommerce Exchange; and v) Member will notify Vizient in writing prior to making any change to its MMIS that may impact connectivity to eCommerce Exchange.

2. **Term and Termination.**

- 2.1 **Term.** The term of this SOW will commence on the Effective Date and continue for a period of **36** months ("**Initial Term**") with the option to renew for two (2) additional 1-year terms (each, a "**Renewal Term**"), upon

County of San Mateo – eCommerce Exchange

(MID# 2682917)

mutual written agreement between the Parties prior to the expiration of the then-current Term. The Initial Term and any Renewal Terms are collectively referred to herein as the “Term”

2.2 Termination for Convenience. This SOW may not be terminated for convenience. If the Master Agreement expires or is terminated prior to the expiration of this SOW, the applicable terms and conditions of the Master Agreement survive for the limited purpose of governing this SOW for its remaining Term.

2.3 Termination for Cause. The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement. Notwithstanding the foregoing, all notices to or from a Covered Facility relating to any material breach will require a simultaneous notice to the Member.

3. Service Fees and Invoicing.

3.1 Service Fees. Vizient will provide the Services described herein to Member for an annual service fee of **\$8,050** (“Service Fees”). Member acknowledges and agrees that Services apply only to Member and those Covered Facilities set forth in Exhibit A. As such, any additional Member facility seeking Services hereunder shall obtain Vizient’s written approval and may result in additional Service Fees. Vizient will increase annual Service Fees by no more than the then current Consumer Price Index for All Urban Consumers (CPI-U) of the rate in the previous year on each anniversary of the Effective Date.

3.2 Invoicing and Payment. Commencing on the Effective Date, Vizient will invoice annual Service Fees, in full, and on each anniversary of the Effective Date thereafter. Commencing on the Effective Date, Vizient will invoice Reimbursable Expenses, if any, as incurred, on a monthly basis. Member will pay invoiced balances as outlined in the Member Statement Offset section below.

Invoices will be addressed to:

Name/Title/Dept.:	San Mateo Medical Center
Address:	222 W. 39 th Ave
	San Mateo, CA 94403
Member Contact Information	
Name/Title:	
Phone:	
Email:	smmc-accounts-payable@smcgov.org

If Member requires specific information (i.e. purchase order number) be included in each invoice, Member will select the appropriate box below and provide the required information, **at the time Member executes this SOW**, and annually (or as required) thereafter:

- ☐ Purchase Order Number _____
- ☒ Contract Identification Number _____
- ☒ Other Information _____

3.3 Member Statement Offset. Vizient will offset Service Fees from Member’s available cash distributions during the duration of the Term. If Service Fees exceed Member’s available cash distributions, Vizient will invoice Member for the excess Service Fees. Vizient will provide copies of invoices reflecting cash distributions offset

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amounts to Member for record keeping purposes. Member represents and warrants that the signatory below is duly authorized to approve such offset.

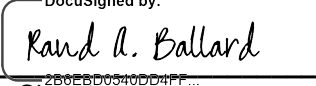
[Signatures on next page]

County of San Mateo – eCommerce Exchange

(MID# 2682917)

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

For Contractor: Vizient, Inc.

<div>DocuSigned by:  2B0EBD0540DD4FF...</div>	1/4/2023 1:58:26 PM CST	
Contractor Signature	Date	Rand Ballard Chief Customer Officer Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

County of San Mateo – eCommerce Exchange

(MID# 2682917)

Exhibit A – Covered Facilities

Vizient MID	NAME	Address	City	ST	ZIP
88068	San Mateo Medical Center	222 W 39th Ave	San Mateo	CA	94403
2682921	Agriculture/Weights and Measures: Agricultural Commissioner/ Sealer	728 Heller St., PO Box 999	Redwood City	CA	94064-0999
Pending MID	Assessor/Recorder: Administration/ STD (Prospective Account)	555 County Center, 3 rd Flr	Redwood City	CA	94063
2682922	Assessor/Recorder: Assessor	555 County Center, 3 rd Flr	Redwood City	CA	94063
2682923	Assessor/Recorder: Elections	40 Tower Road	San Mateo	CA	94402
2682924	Board of Supervisors	400 County Center, 1 st Flr	Redwood City	CA	94063
Pending MID	Child Support Services (Prospective Account)	555 County Center, 2 nd Flr	Redwood City	CA	94063
2682926	Controller	555 County Center, 4 th Flr	Redwood City	CA	94063
2682927	Coroner	50 Tower Road	San Mateo	CA	94402
2682928	County Counsel	400 County Center, 6 th Flr	Redwood City	CA	94063
2682929	County Manager: Administration	400 County Center, 1 st Flr	Redwood City	CA	94063
2682930	County Manager: Public Safety Communication	400 County Center, Bsment	Redwood City	CA	94063
2682931	Department of Housing: Housing Authority	264 Harbor Blvd., Bldg. A	Belmont	CA	94002
4223139	Department of Housing: Housing and Community Development	262 Harbor Blvd., Bldg. A	Belmont	CA	94002
2682932	District Attorney: Criminal	400 County Center, 3 rd Flr	Redwood City	CA	94063
Pending MID	District Attorney: Public Administrator (Prospective Account)	400 County Center, 3 rd Flr	Redwood City	CA	94063
2682933	Fire Protection Services: San Mateo	320 Paul Scannell Dr	San Mateo	CA	94403
2682934	Fire Protection Services: Redwood City	400 County Center	Redwood City	CA	94063

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Vizient MID	NAME	Address	City	ST	ZIP
2682935	First 5 San Mateo County Administration	1700 S El Camino Real, #405	San Mateo	CA	94403
2682936	Health System: Administration	2000 Alameda de las Pulgas	San Mateo	CA	94403
2682937	Health System: Health Policy & Planning	2000 Alameda de las Pulgas	San Mateo	CA	94403
2682938	Health System: Aging & Adult Services	2000 Alameda de las Pulgas	San Mateo	CA	94403
2682939	Health System: AIDS Program	2000 Alameda de las Pulgas	San Mateo	CA	94403
2682940	Health System: Alcohol & Drug	400 Harbor Blvd., Bldg. B	Belmont	CA	94002
2682942	Health System: Correctional Food Services	222 Paul Scannell Dr	San Mateo	CA	94402
2682943	Health System: Environmental Health	2000 Alameda de las Pulgas, Ste 100	San Mateo	CA	94403
2682944	Health System: Emergency Medical Services	2000 Alameda de las Pulgas	San Mateo	CA	94403
2682945	Health System: Behavioral Health & Recovery Services	2000 Alameda de las Pulgas	San Mateo	CA	94403
2682946	Health System: Behavioral Health – Psychiatry/ Resident	225 W. 39 th Avenue, 3 rd Fl	San Mateo	CA	94403
2682947	Health System: Behavioral Health – Central	1950 Alameda de las Pulgas	San Mateo	CA	94403
2682948	Health System: Behavioral Health – Central – Half Moon Bay	225 S. Cabrillo Hwy, 2 nd Fl	Half Moon Bay	CA	94019
2682949	Health System: Behavioral Health – Hillcrest	222 Paul Scannell Dr.	San Mateo	CA	94402
2682950	Health System: Behavioral Health – Child Welfare	1950 Alameda de las Pulgas	San Mateo	CA	94403
2682951	Health System: Behavioral Health – School Based	1290 Commodore Dr.	San Bruno	CA	94066
2682952	Health System: Behavioral Health – N. County	375 89 th Street	Daly City	CA	94015
2675647	Health System: Behavioral Health – S. County	802 Brewster Avenue	Redwood City	CA	94063

County of San Mateo – eCommerce Exchange

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Vizient MID	NAME	Address	City	ST	ZIP
2626288	Health System: Behavioral Health – East Palo Alto	2415 University Ave. 3/F, Ste 301	Palo Alto	CA	94303
2682953	Health System: UC Cooperative Extension	80 Stone Pine Road, Suite 100	Half Moon Bay	CA	94019
4223140	Health System: Community Health	2000 Alameda de las Pulgas	San Mateo	CA	94403
4223141	Health System: Public Health	2000 Alameda de las Pulgas	San Mateo	CA	94403
2682954	Health System: Family Health	2000 Alameda de las Pulgas	San Mateo	CA	94403
Pending MID	Health System: San Mateo Medical Center (SMMC): Materials Management (Prospective Account)	222 W 39th Ave, Second Floor	San Mateo	CA	94403
2625686	Health System/SMMC: Burlingame Long Term Care	1100 Trousdale Drive	Burlingame	CA	94010
4223142	Health System/SMMC: Main Campus Long-Term Care	222 West 39 th Avenue	San Mateo	CA	94403
2682955	Health System/SMMC: Coastside Clinic	225 South Cabrillo Highway, Suite 200A	Half Moon Bay	CA	94019
2682956	Health System/SMMC: Daly City Clinic	380 90 th Street	Daly City	CA	94015
2682957	Health System/SMMC: Daly City Youth Health Center	350 90 th St, 3 rd Flr	Daly City	CA	94015
2682958	Health System/SMMC: Edison Clinic	222 West 39th Avenue, First Floor	San Mateo	CA	94403
4223143	Health System/SMMC: Fair Oaks Children's Clinic	630 Laurel Street	Redwood City	CA	94063
2682960	Health System/SMMC: Fair Oaks Clinic	2710 Middlefield Road	Redwood City	CA	94063
2682961	Health System/SMMC: Mobile Health Clinic	225 W. 37th Avenue,	San Mateo	CA	94403
2682962	Health System/SMMC: HIV Testing Van	225 W. 37th Avenue,	San Mateo	CA	94403
2682963	Health System/SMMC: Pediatrics - Main Campus	222 West 39th Avenue	San Mateo	CA	94403
2682964	Health System/SMMC: Primary Care - Main Campus	222 West 39th Avenue	San Mateo	CA	94403
2682965	Health System/SMMC: Senior Care Center	222 West 39 th Avenue	San Mateo	CA	94403
2682966	Health System/SMMC: Sequoia Teen Wellness Center	200 James Avenue	Redwood City	CA	94062
2682967	Health System/SMMC: South San Francisco Clinic	306 Spruce Avenue	South San Francisco	CA	94080

County of San Mateo – eCommerce Exchange

(MID# 2682917)

Vizient MID	NAME	Address	City	ST	ZIP
2682968	Health System/SMMC: Specialty Clinics	222 West 39th Avenue, Second Floor	San Mateo	CA	94403
2625685	Health System/SMMC: Public Health Lab	225 W. 37th Avenue, Room 113	San Mateo	CA	94403
2682971	Health System/SMMC: San Mateo County STD Clinic	222 39th Avenue	San Mateo	CA	94403
4223169	Crime Lab	50 Tower Road	San Mateo	CA	94402
2682941	Correctional Health	300 Bradford Street,	Redwood City	CA	94063
2614638	Sheriff's Office	400 County Center, 3 rd Flr	Redwood City	CA	94063
4223144	Sheriff's Office : Narcotics Task Force	3130 La Selva, Suite 301	San Mateo	CA	94063
4223191	Sheriff's Office : Northern California HIDTA	P.O. Box 36102	San Francisco	CA	94102-3400
4223145	Superior Courts	400 County Center	Redwood City	CA	94063
4223146	Tax Collector	555 County Center, 1 st Flr	Redwood City	CA	94063
4223147	Treasurer	555 County Center, 1 st Flr	Redwood City	CA	94063
2682972	Treasurer: Revenue Services	455 County Center, 1 st Flr	Redwood City	CA	94063
2682973	Human Resources Department: Personnel Services/ Administration	455 County Center, 5 th Flr	Redwood City	CA	94063
2682974	Human Resources Department: Nonprofit	455 County Center, 1 st Flr	Redwood City	CA	94063
2682975	Human Services Agency: Financial Services	400 Harbor Blvd., Bldg. B	Belmont	CA	94002
2682976	Human Services Agency: Administration	400 Harbor Blvd., Bldg. C	Belmont	CA	94002
4223148	Human Services Agency: Income Maintenance	400 Harbor Blvd., Bldg. C	Belmont	CA	94402
2682977	Human Services Agency: WIA/ Peninsula Works (formerly JTED)	262 Harbor Blvd., Bldg. A	Belmont	CA	94402
2682978	Human Services Agency: Vocational Rehab/ Food Services	550 Quarry Road	San Carlos	CA	94070

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Vizient MID	NAME	Address	City	ST	ZIP
4223170	Human Services Agency: Child Care	400 Harbor Blvd., Bldg. B	Belmont	CA	94002
4223171	Human Services Agency: Children & Family Services	400 Harbor Blvd., Bldg. B	Belmont	CA	94002
4223172	Human Services Agency: Out of Home Placement	400 Harbor Blvd., Bldg. B	Belmont	CA	94002
2682979	Information Services: Redwood City	455 County Center, 3 rd Flr	Redwood City	CA	94063
2682980	Information Services: ISD/San Mateo Medical Center	222 W. 39th Ave	San Mateo	CA	94403
2682981	LAFCo	455 County Center, 2nd Flr	Redwood City	CA	94063
4223173	Library	125 Lessingia Court	San Mateo	CA	94402
Pending MID	"Our Place": Marin Day Schools (Prospective Account)	403 Winslow Street	Redwood City	CA	94063
2682982	Parks Department: Parks & Recreation	455 County Center, 4 th Fl	Redwood City	CA	94063
2682983	Planning and Building Department	455 County Center, 2 nd Fl	Redwood City	CA	94063
2682984	Probation: Administration	222 Paul Scannell Dr	San Mateo	CA	94402
4223174	Probation: Institutions/ Hall	222 Paul Scannell Dr	San Mateo	CA	94402
4223175	Probation: Institutions/ Camp Glenwood/Food Svcs	222 Paul Scannell Dr	San Mateo	CA	94402
2682985	Probation: Adult Services	400 County Center, 5 th Flr	Redwood City	CA	94063
2682986	Probation: Adult Services/ So San Francisco Branch	1024 Mission Road	S San Francisco	CA	94080
2682915	Probation: Juvenile Services	222 Paul Scannell Dr	San Mateo	CA	94402
2682987	Probation: Juvenile Services/ East Palo Alto Branch	2415 University Ave	E Palo Alto	CA	94303
2682988	Public Works: Management Services Division	555 County Center, 5 th Flr	Redwood City	CA	94063
4223176	Public Works: Roads & Vehicle & Equipment	752 Chestnut St.	Redwood City	CA	94063

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Vizient MID	NAME	Address	City	ST	ZIP
4223177	Retirement Office	100 Marine Pkwy Suite 125	Redwood Shores	CA	94065

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(MID# 2682917)

EXHIBIT B

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Vizient 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.

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

Vizient, 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.

Vizient 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.

Vizient 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.

Vizient 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.

Vizient 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.

Vizient 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). Vizient will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Vizient 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.

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Vizient 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***

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