

**CONTRACT FOR GROUP PURCHASING ORGANIZATION ("GPO") SERVICES  
 MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT  
 d.b.a. MARICOPA INTEGRATED HEALTH SYSTEM  
 2611 East Pierce Street, Phoenix, Arizona 85008-6092**

- |                    |                         |                         |                          |
|--------------------|-------------------------|-------------------------|--------------------------|
| 1. Contract No.:   | <u>90-14-214-1</u>      | 2. Contractor FEIN/SSN: | <u>51-0391128</u>        |
| 3. Effective Date: | <u>December 1, 2014</u> | 4. Expiration Date:     | <u>December 31, 2019</u> |
| 5. NTE Amount:     | <u>NA</u>               |                         |                          |

This Contract (as defined in Section 1, paragraph 2 below) is entered into by and between MedAssets Performance Management Solutions, Inc. on behalf of itself and its affiliate MedAssets Net Revenue Systems, LLC ("Contractor"), and Maricopa County Special Health Care District d.b.a., Maricopa Integrated Health System ("MIHS"). The Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of the Contract, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein.

- |   |   |
|---|---|
| Section I – General Provisions                                | Section IV – Compensation Provisions                |
| Section II – Special Provisions                               | Section V – Business Associate Agreement Provisions |
| Section III – Work Statement/ MedAssets Master Work Statement |   |

**This Contract contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Nothing in this Contract shall be construed as a consent to any suit, action or waiver of any defense in a suit brought against the State of Arizona, Maricopa County Special Health Care District, MIHS, or Contractor, in any State or Federal Court.**

Legal notice under this Contract shall be given by personal delivery or by registered or certified mail to the addresses set forth below, and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

MedAssets Performance Management Solutions, Inc.  
 Attention: Corporate Contracting

NOTICE TO CONTRACTOR

5543 Legacy Drive  
 Plano, TX 75024

Address

Phone

573-332-2118

Fax

contracts@medassets.com

E-Mail Address

Maricopa Integrated Health System  
 Attention: Contracts Administration

NOTICE TO MIHS

2611 E Pierce Street  
 Phoenix, AZ 85008-6092

Address

602-344-1497

Phone

602-344-1813

Fax

IN WITNESS WHEREOF, the parties enter into this Contract:

**MEDASSETS PERFORMANCE MANAGEMENT  
 SOLUTIONS, INC.  
 ON BEHALF OF ITSELF AND ITS AFFILIATE  
 MEDASSETS NET REVENUE SYSTEMS, LLC**

BY: Matthew Willaert  
 mwillaert@medassets.com  
 PRINTED NAME AND TITLE  
 12/15/2014

DATE

**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT  
 d.b.a. MARICOPA INTEGRATED HEALTH SYSTEM**

BY: Terence M. McMahon  
 TERENCE M. MCMAHON, CHAIRMAN, BOARD OF DIRECTORS

12/11/14

DATE

**1. ORDER OF PRECEDENCE**

To the extent that the Special Provisions, if any, are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, then the Compensation Provisions shall control. To the extent that the AHCCCS Subcontractor Provisions, if any, are in conflict with the General Provisions, Special Provisions, Work Statement or Compensation Provisions, then the AHCCCS Subcontractor Provisions shall control. To the extent that the Business Associate Agreement Provisions, if any, are in conflict with the General Provisions, Special Provisions, Work Statement, Compensation Provisions or AHCCCS Subcontractor Provisions, then the Business Associate Agreement Provisions shall control.

**2. DEFINITIONS**

As used in this Contract, the following terms shall have the meanings set forth below:

**Acceptable Invoice (Invoice)** means an invoice that may be processed to adjudication without obtaining additional information from the Contractor or provider of service or from a third party, but it does not include invoices under investigation for fraud or abuse.

**Ancillary Care** means x-rays, laboratory, ambulance, transportation, pharmacy services, therapies, dialysis, and other medically related services.

**Appeal** means a request for a standard or expedited reconsideration of the denial of a requested service or payment of a service.

**CEO** means the Chief Executive Officer of Maricopa Integrated Health System or his/her designee.

**Comprehensive Health Center (CHC)** means the Family Health Center, located on the Maricopa Medical Center campus, which provides outpatient primary and specialty care services.

**Contract** means this document and all its Agreements and amendments, including where applicable, contractors/respondents proposal its Exhibits, Attachments and Appendices.

**Contractor** means the person, firm or organization listed on the cover page of this Contract and includes its agents, employees, and sub-contractors.

**Deeming Authority** means the authority granted to an accreditation organization by CMS in accordance with Section 1865 of the Social Security Act.

**Department** means any Department of Maricopa Integrated Health System.

**Desert Vista** means the stand-alone mental health facility located at 570 West Brown Road, Mesa, Arizona 85207, owned and operated by Maricopa Integrated Health System.

**Discharge Planning** means the identification of the need and provision for a Member's, Beneficiary's or Patient's health care needs after discharge from the hospital or skilled nursing facility.

**Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge

of health and medicine, could reasonable expect the absence of immediate medical attention to result in:

- 1) serious jeopardy to the health of the individual (or an unborn child);
- 2) serious impairment to bodily functions; or
- 3) serious dysfunction of any bodily organ or part.

**Emergency Medical Services** means services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:

- 1) placing the patients health in serious jeopardy;
- 2) serious impairment of bodily functions; or
- 3) serious dysfunction of any bodily organ or part.

**Family Healthcare Centers (FHC)** means one or more of the 12 facilities listed below:

Avondale FHC 950 East Van Buren Avondale, AZ 85323 Phone: (623) 344-6800	Chandler FHC 811 South Hamilton Chandler, AZ 85225 Phone: (480) 344-6100	Comprehensive Health Ctr. 2525 East Roosevelt Street Phoenix, AZ 85008 Phone: (602) 344-5407
El Mirage FHC 12428 West Thunderbird El Mirage, AZ 85335 Phone: (623) 344-6500	Glendale FHC 5141 West LaMar Glendale, AZ 85301 Phone: (623) 344-6700	Guadalupe FHC 5825 East Calle Guadalupe Guadalupe, AZ 85283 Phone: (480) 344-6000
Maryvale FHC 4011 North 51st Avenue Phoenix, AZ 85031 Phone: (623) 344-6900	McDowell FHC 1144 East McDowell Road Phoenix, AZ 85006 Phone: (602) 344-6550	Mesa FHC 59 South Hibbert Mesa, AZ 85210 Phone: (480) 344-6200
Sunnyslope FHC 934 West Hatcher Road Phoenix, AZ 85021 Phone: (602) 344-6300	Seventh Avenue FHC 1201-1205 South 7 <sup>th</sup> Avenue Phoenix, AZ 85007 Phone: (602) 344-6600	South Central FHC 33 West Tamarisk Avenue Phoenix, AZ 85041 Phone: (602) 344-6400

**Fraud** means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable state or federal law.

**Grievance** means a complaint concerning an adverse action, decision, or policy by Contractor, its subcontractor, non-contracted provider, MIHS, presented by an individual or entity.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996 (PL 104-191) and the United States Department of Health and Human Services (DHHS) final regulations on "Privacy Standards for Individually Identifiable Health Information", as amended and clarified from time to time.

**Maricopa Integrated Health System (MIHS)** means Maricopa Medical Center (MMC), the Comprehensive Healthcare Center (CHC), Desert Vista, the Family Healthcare Centers (FHCs), the MIHS Urgent Care Clinic and any other health care related facility owned or operated by MIHS. MIHS is synonymous with the Maricopa County Special Health Care District.

**Maricopa Medical Center (MMC)** means the hospital component of MIHS located at 2601 East Roosevelt, Phoenix, Arizona 85008.

**MIHS Urgent Care Clinic (UCC)** means the Urgent Care Clinic located at 1201 S. 7<sup>th</sup> Avenue, Phoenix, Arizona 85007.

**Patient** means any individual who is provided health care at an MIHS owned, operated or contracted health care facility or by a MIHS contracted provider.

**Payer** means any party other than MIHS and Contractor who is obligated to make payments to MIHS and/or the Contractor pursuant to a contract or standards of participation for the provision of health care services.

**Payer Contract** means an agreement between MIHS and a Payer or funder, pursuant to which MIHS agrees to provide or arrange to provide Covered Services to Members, Patients, or Beneficiaries.

**Plan** means a health benefits plan under which a Payer/Funder has contracted with MIHS to provide or arrange to provide Covered Services to enrolled Members, Beneficiaries or Patients.

**Service Area** means the geographic area where the Contractor is obligated to provide services under this Contract.

**Subcontractor** means one who enters into an agreement with and assumes some of the obligations of the primary Contractor.

### 3. **LAWS, RULES AND REGULATIONS**

- A. This Contract and Contractor is subject to all state and federal laws, rules and regulations that pertain hereto, including OSHA statutes and regulations. When providing services to persons that participate in the Arizona Health Care Cost Containment System (AHCCCS) and/or Arizona Long-Term Care System (ALTCS) program, the requirements contained herein are superseded by the requirements of the Minimum Subcontract Provisions on the AHCCCS website at: <http://www.azahcccs.gov/commercial/MinimumSubcontractProvisions.aspx>
- B. The Contractor warrants compliance with A.R.S. subsection § 41-4401, A.R.S. subsection § 23-214, the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to MIHS upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this Contract. I-9 forms are available for download at USCIS.GOV.

MIHS may request verification of compliance for Contractor or any subcontractor performing work under this Contract. Should MIHS suspect or find that the Contractor or any of its subcontractors are not in compliance, MIHS may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor or subcontractor as the case may be.

- C. Contractor shall comply with Section 6032 of the Deficit Reduction Act of 2005, as amended, and MIHS policies related to the detection of fraud, waste and abuse. The following documents are incorporated into this Contract by reference and are available to Contractor via the links below. Contractor signifies receipt of the documents and agrees to comply with the requirements stipulated by federal law and MIHS policy:

- a. The MIHS False Claims Act policy is available at: MIHS False Claims Act - Policy 01111 S
- b. Information about all MIHS programs to detect and prevent fraud, waste and abuse is available at: <http://www.mihs.org/pages/privacy-policy> under the Compliance Policies and Information section.

D. The terms of this Contract shall be construed in accordance with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the appropriate municipality; any action thereon shall be brought in the appropriate court in the State of Arizona.

#### **4. NO GUARANTEED VOLUME**

Except as otherwise stated in the Master Work Statement, MIHS makes no representations nor guarantees the Contractor any maximum or minimum volume, payment due to the unavailability of funds as stated in Paragraph 40, reimbursement, or number of units of service to be provided.

#### **5. NON-EXCLUSIVE STATUS**

MIHS reserves the right to have the same or similar service provided by a vendor other than the Contractor. Contractor will not be obligated to render services exclusively on behalf of MIHS or Patients; provided however, that such non-MIHS activities do not hinder, impair or conflict with Contractor's ability to fully perform its obligations under this Contract.

#### **6. COOPERATIVE PURCHASING**

This Contract is awarded on behalf of MIHS in its entirety. MIHS has also entered into Cooperative Purchasing arrangements and Intergovernmental Agreements (IGAs) with other public agencies. Any eligible political subdivision, school district or other governmental jurisdiction that is a participant in a Cooperative Purchasing arrangement or IGA in which MIHS is also a participant, may utilize the services of this Contract. Such use by other public agencies will require approval of the Contractor and will require the using public agency to place, receive and pay for its own orders and to address any other processes that vary from this Contract. MIHS shall not be responsible for any disputes arising out of transactions made by other public agencies.

#### **7. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS**

Contractor shall fully cooperate with other MIHS contractors and subcontractors and carefully plan and perform its own work to accommodate the work of other MIHS contractors. The Contractor shall not knowingly commit or permit any act, which will interfere with the performance of work by any other contractor, with the exception of those necessary to protect Patients, employees and visitors from danger.

#### **8. SAFEGUARDING OF CONFIDENTIAL AND PRIVILEGED PATIENT INFORMATION**

MIHS and Contractor shall safeguard confidential and privileged Patient information i.e., medical, financial and patient specific information, and shall only disclose such information in accordance with all applicable federal, state and local laws, rules, and/or regulations, including HIPAA. The use or disclosure by any party of any information concerning a Patient served under this Contract or any other applicable Payer Contract is directly limited to services under this Contract subject to applicable federal, state and local laws, rules and/or regulations. Contractor's obligation to maintain the confidentiality of all medical, financial and patient specific information shall exist after termination

or expiration of this Contract. Contractor shall assist MIHS with regard to MIHS' obligation to comply with HIPAA.

#### **9. SUPPLY AND OWNERSHIP OF INFORMATION**

Each party shall supply to the other party, upon request, any available information that is relevant to this Contract or any other applicable Payer Contract and to the performance of the parties hereunder.

Subject to applicable state and federal laws, rules and regulations, including without limitation those concerning confidentiality of Patient records, MIHS shall have shared ownership rights to such records whether housed by Contractor or MIHS and the shared right to inspect, reproduce, duplicate, distribute, display, disclose and otherwise use all records, reports, information, data and material prepared by the Contractor in performance of the Contract. For the sake of clarity, MIHS shall not have the right to use, or ownership of, data from other customers of Contractor or MedAssets' proprietary information.

#### **10. LICENSES AND PERMITS**

- A. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation. Contractor shall pay all charges and fees necessary and incidental to the lawful conduct of his business. It shall keep itself current and fully informed of existing and future federal, state, and local laws, ordinances and regulations, which in any manner affect the fulfillment of this Contract and shall comply with the same.
- B. The Contractor, Contractor's employees and Subcontractors must not be under any sanctions, restrictions or provisional status from any applicable federal or state licensing/certifying/credentialing agency, including but not limited to those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS.

#### **11. TAX AND INSURANCE OBLIGATIONS**

Contractor assumes sole and exclusive responsibility for payment of any state and federal income taxes, federal social security taxes, worker's and unemployment insurance benefits for its physicians, staff, agents and employees as well as any and all other mandatory governmental deductions or obligations; in addition, Contractor assumes sole and exclusive responsibility for any pension or retirement program(s) for its staff, agents or employees whether required by law or not; in connection with the obligations contained in this paragraph, Contractor shall indemnify, defend and hold harmless MIHS for any and all liability which MIHS may incur as a result of Contractor's failure to pay such taxes or any such financial responsibility, as well as MIHS' liability for any such taxes or mandatory governmental obligations.

#### **12. RETENTION AND ADEQUACY OF RECORDS**

The Contractor agrees to retain all financial books, records, and other documents pertaining to this Contract or any other applicable Payer Contract for at least six years after final payment or until six years after the resolution of any audit questions or disputes. MIHS, state or federal auditors and any other persons duly authorized by MIHS shall have, upon 10 days prior written notice, full access to, and the right to examine, copy and make use of any and all said materials during normal business

hours. The Contractor's record system will provide accurate, timely, complete, organized and legible information.

### **13. CONTRACT COMPLIANCE MONITORING**

- A. MIHS shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by MIHS, its designees and/or its Payer/Funder at any time during the Contractor's normal business hours upon reasonable prior written notice. The Contractor shall make reasonably available for inspection and copying for MIHS' monitors, all records and accounts relating to the work performed or the services provided under this Contract or any other applicable Payer Contract. Upon request, the Contractor will investigate and respond in writing to appropriate MIHS staff concerns within ten (10) calendar days of receipt or notification of a request.
- B. If MIHS needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, and if Contractor and MIHS agree in writing, they will equally share such expenses.
- C. Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.
- D. MIHS may change or add to these requirements, when applicable laws, rules and regulations are modified or created necessitating a change.

### **14. AUDIT AND AUDIT DISALLOWANCE**

- A. Upon reasonable prior written notice, MIHS reserves the right to audit any financial records of the Contractor or any Subcontractor(s), which relate to the terms under this Contract including services and billings made to MIHS. Such audits will be made at MIHS' expense at a time and place convenient to the Contractor. If the Contractor desires to participate in the selection of the auditor, the Contractor must be willing to share equally in the costs.
- B. Upon reasonable prior written notice, MIHS representatives displaying MIHS identification shall have the right, during normal business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this Contract or any other applicable Payer Contract and Contractor shall make available such records as requested.
- C. If at any time it is determined by MIHS that a service or commodity for which payment has been made is disallowed, MIHS shall notify the Contractor in writing with the required course of action. It is at MIHS' option to submit an invoice to Contractor for the amount, to adjust any future invoice submitted by the Contractor in the amount of the disallowance or to require repayment plus interest at the rate provided in A.R.S. § 44-1201 of the disallowed amount by the Contractor.
- D. Contractor, upon written notice, shall reimburse MIHS for any payments made under this Contract which are disallowed by a state, federal audit in the amount of the disallowance.
- E. Should either party undertake court action concerning a disallowance, the prevailing party shall receive, as part of its remedy, compensation for reasonable attorney fees, costs, expenses and court costs.

### **15. MIHS RECOUPMENT RIGHTS**

In addition to any other remedies set forth in this Contract, MIHS has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, or where such monies should not have been provided to Contractor under the terms of this Contract or any other Payer Contract or where MIHS is obligated to recoup under state or federal laws.

**16. DISPUTES**

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Dispute Process as specified in the applicable MIHS Procurement Code, Article 7 as amended from time to time.

**17. NON-DISCRIMINATION**

The Contractor shall not in any way discriminate against any Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

**18. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against and shall take positive action to ensure that discrimination does not occur regarding any employee or applicant for employment because of race, color, religion, sex national origin, age, disability, or political affiliation. Employment discrimination includes harassment because of an individual's race, color, religion, sex, national origin, age or disability. The Contractor will, to the extent such provisions apply, comply with the Equal Pay Act of 1963; Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Immigration Reform and Control Act (IRCA) of 1986; and Arizona Executive Order 2009-09 and Federal Order 11246, which mandates that all persons shall have equal access to employment opportunities. Furthermore, Contractor shall not violate any local, state, or federal law, rule or regulation prohibiting discrimination in employment.

**19. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, MIHS shall have the right to terminate this Contract without liability and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**20. INDEPENDENT CONTRACTOR STATUS AND NON-LIABILITY**

- A. The Contractor is an Independent Contractor in the performance of all work and the provision of all services under this Contract and is not to be considered an officer, employee, or agent of MIHS.
- B. This Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract.

- C. MIHS and its officers and employees shall not be liable for any act or omission by the Contractor occurring in the performance under this Contract or any other applicable Payer Contract, nor shall MIHS be liable for purchases or contracts made by the Contractor in anticipation of funding hereunder.

## 21. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless MIHS, its agents, representatives, officers, directors, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs) relating to, arising out of, or alleged to have resulted from the Contractor's acts, errors, omissions or mistakes relating to any service provided by Contractor as well as any other activity of or by Contractor under the terms of this Contract or any other Payer Contracts that are incorporated into this Contract. Contractor's duty to hold harmless, defend and indemnify MIHS, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense, including but not limited to those attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes or omissions related to any service or professional services as well as any other activity under the terms of this Contract, or any other contracts that are incorporated into this Contract, including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. Notwithstanding the foregoing, Contractor shall not have a duty to indemnify nor be responsible for claims or losses incurred by reason of MIHS's negligent acts, omissions, breach of this Contract or failure to perform its obligations hereunder.

In addition to the indemnification obligations set forth above, if the Contractor provides goods or services other than direct patient care services under this Contract, Contractor must provide for the defense and defend MIHS in any actions referenced above.

- B. Nothing in this Contract or any other contract(s) including Payer Contracts that are incorporated into this Contract may be construed as limiting the scope of the indemnification provisions contained in this Contract.
- C. The provisions of this paragraph and the Contractor's indemnification obligation will survive beyond the expiration or termination of this Contract.

## 22. INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

- A. **General.** The Contractor shall, at its own expense, purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of A VII, or approved unlicensed by the State of Arizona Department of Insurance.
- B. **Additional Insured.** The insurance coverage, except Workers' Compensation, required by this Contract, shall name MIHS, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. **Duration of Coverage.** All insurance required herein shall be maintained in full force and effect during the term of this Contract and until all work or services required to be performed under this Contract has been satisfactorily completed and formally accepted by MIHS. Thereafter, the insurance and indemnification provisions contained in this Contract will extend beyond the termination date of this Contract.

- D. **Tail Coverage.** In the event any insurance policy or policies required by this Contract are written on a "claims made" basis, Contractor shall obtain coverage for at least two years beyond the termination of this Contract based on availability of such coverage and reasonableness of cost.
- E. **Claim Reporting.** Any failure to comply with the claim reporting provisions of Contractor's policies or any breach of a policy warranty shall not affect Contractor's obligations or coverage afforded under the policies to protect MIHS.
- F. **Intentionally Omitted.**
- G. **Deductible/Retention.** Contractor's policies may provide coverage, which contain deductibles or self-insured retention's. The Contractor shall be solely responsible for the deductible and/or self-insured retention.
- H. **Certificates of Insurance.** Prior to commencing work or services under this Contract, Contractor shall, upon request, furnish MIHS with Certificates of Insurance, or formal endorsements evidencing that the required policies and/or coverage are in full force and effect during term of this Contract and where relevant, thereafter. All Certificates of Insurance shall be identified with this Contract number and title.
- I. **Cancellation and Expiration Notice.** Insurance required by the terms of this Contract shall not expire, be canceled, or materially changed without 15 days prior written notice to MIHS. If a policy does expire during the life of this Contract, a renewal Certificate must be sent to MIHS fifteen (15) days prior to the expiration date.
- J. **Copies of Policies.** MIHS reserves the right to request and receive, within 10 working days of the request, certified copies of any or all of the above policies and/or endorsements referenced herein.
- K. **Primary Coverage.** Contractor's insurance shall be the primary insurance under the terms of this Contract as respects MIHS for any negligent acts of Contractor; any insurance or self insurance program maintained by MIHS shall not contribute to Contractor's insurance obligations for its negligent acts hereunder.
- L. **Types of Coverage Required.** Contractor is required to procure and maintain the following coverages indicated by a checkmark:
- 1. **Commercial General Liability.** Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering. The required limits above may be satisfied through a combination of primary Commercial General Liability insurance and excess Umbrella Liability insurance coverage.
  - 2. **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
  - 3. **Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and

Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- 4. **Intentionally Omitted.**
- 5. **Technology Errors and Omissions Insurance.** Technology Errors and Omissions Insurance, including Professional (Cyber) Liability Coverage, with limits of no less than \$1,000,000 for each claim and \$3,000,000 in the aggregate.
- 6. **Intentionally Omitted..**

### **23. ASSIST WITH DEFENSE IN LITIGATION**

Contractor agrees to cooperate in the defense of lawsuits or other quasi-legal actions arising from work performed under this Contract or any other applicable Payer Contract. Cooperation may include, but not be limited to, participating in depositions, interpreting medical records, meeting with MIHS Attorney staff, or other representatives of MIHS.

### **24. USE OF MIHS PROPERTY**

- A. The Contractor shall not use MIHS premises, property (including equipment, instruments and supplies), or personnel for any purpose other than the performance of the duties under this Contract.
- B. Contractor will be responsible for any damages to MIHS property when such property is the responsibility of or in the custody of the Contractor, its employees or subcontractors.

### **25. SEVERABILITY**

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

### **26. NO WAIVER OF STRICT COMPLIANCE**

Acceptance by MIHS of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.

### **27. PROHIBITION AGAINST LOBBYING**

- A. Pursuant to P.L.101-121 (31 U.S.C.§1352) recipients of federal contracts, grants, loans, or cooperative agreements are prohibited from using appropriated funds to pay anyone to influence or attempt to influence Congress, or an executive agency, in connection with any federal grant, contract or loan.
- B. Contractor shall not use, directly or indirectly, any of the monies received pursuant to the terms of this Contract for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, district or local governmental entity, with regard to any grant, contract or loan.

### **28. QUALITY MANAGEMENT**

Contractor shall fully cooperate with MIHS to fulfill any quality management program requirements undertaken by MIHS or required by the Centers for Medicare and Medicaid Services (CMS), AHCCCS/ALTCS, Arizona Department of Health Services (ADHS), and all other regulatory or

accrediting bodies, including but not limited to those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS, that pertain to services provided under this Contract.

**29. CERTIFICATION OF COST AND PRICING DATA**

- A. The Contractor certifies that, to the best of its knowledge and belief, any of its cost or pricing data submitted is accurate, complete and current as of the date submitted or mutually agreed upon date. Contractor's price(s) may be adjusted to exclude any amounts by which MIHS finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete or not current as of the date of certification. The Contractor has a continuing duty to report to MIHS that its price was increased because the cost or pricing data was inaccurate, incomplete or not current as off the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.
- B. Where applicable, the Subcontractor's rate shall not exceed that of the Contractor's rate, as bid in the pricing sections, unless the Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to MIHS, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.

**30. USE OF CONTRACTOR'S NAME, SYMBOLS AND SERVICE MARKS**

While each party agrees to permit the other to use that party's address, photograph, telephone number, and description of services in its regulatory documentation or for marketing purposes, neither party may use the other party's name, symbols or trademarks, nor any proprietary information without prior written approval of the other party.

**31. NO THIRD PARTY BENEFICIARY RIGHTS**

The obligation of each party under this Contract is intended to solely benefit the other party. No other person shall be a third party beneficiary of this Contract, nor have any rights under this Contract.

**32. TERM OF THIS CONTRACT AND RIGHT TO EXTEND**

The term of this Contract shall be as set forth on the Cover Page, unless otherwise terminated or extended in accordance with the terms of this Contract or otherwise stated in a Statement of Work attached to the Master Work Statement.

Subject to the availability of funds and acceptable Contractor performance, MIHS may extend this Contract for additional periods, not to exceed a total term of five (5) years from the Effective Date.

**33. ADJUSTMENTS TO CONTRACT TERM AND PRICE**

Requests for change in Contract terms, including price adjustments, shall be submitted by Contractor 120 days prior to the expiration date. Any increase in the cost of service or price, must be mutually acceptable to MIHS and the Contractor and be incorporated into this Contract by amendment.

**34. ASSIGNMENTS**

- A. Neither this Contract, nor any portion thereof, may be assigned to another party by Contractor without the written consent of MIHS. Any attempt by the Contractor to assign any portion of this Contract without the written consent of MIHS shall constitute a breach of this Contract, and may render this Contract null and void.
- B. No assignment shall alter the Contractor's legal responsibility to MIHS to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all of the Contractor's assignments.
- C. MIHS may, upon 90 days prior written notice, and without the consent of the other party hereto, assign this Contract.

### **35. KEY PERSONNEL**

If Contractor utilizes Contractor's staff or other Subcontracted personnel, then such personnel are considered to be essential and key to the scope of work provided under this Contract. Contractor shall notify MIHS reasonably in advance of any proposed removal of key personnel, describing in sufficient detail to permit the District's valuation of the impact on the work, the justification for removal, and the proposed substitute staff.

### **36. SUBCONTRACTS**

- A. No subcontract alters Contractor's legal responsibility to MIHS to assure that all of the provisions under this Contract are carried out. All applicable terms and conditions in this Contract shall be included in all of the Contractor's subcontracts.
- B. Contractor may enter into Subcontractor agreements with qualified vendors or with professional corporations to fulfill its commitments hereunder. All such subcontracts are subject to the review and prior approval of MIHS.
- C. Contractor agrees that it is liable and responsible for any act or omission by the Subcontractor, its employees, agents, officers and representatives, occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on MIHS property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Subcontractor's performance of this Contract. Contractor shall bear the above stated liability for all consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by MIHS to enforce this provision, even in absence of its own negligence, unless MIHS actions caused the loss or damage.
- D. If Contractor is a professional corporation, professional limited liability company, partnership or other association, Contractor agrees and acknowledges that each of its shareholders, members, partners or professional employees who may perform services under this Contract, to comply with all of the terms and conditions of this Contract.
- E. MIHS may require the termination of any subcontract or Subcontractor for the reasons set forth in Paragraph #38, Termination.

### **37. AMENDMENTS**

- A. All Amendments to this Contract must be in writing and signed by both parties, except as otherwise provided in this paragraph.

- B. When MIHS issues an amendment, the Contractor shall sign and return the required number of original copies of the amendment. The provisions of such amendment will be deemed to have been accepted 60 days after the date of mailing by MIHS even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies MIHS in writing that it refuses to sign the amendment. If the Contractor provides such notification, MIHS will initiate a Dispute or Termination proceeding, as appropriate.
- C. Intentionally Omitted.

### 38. TERMINATION

- A. Termination For Convenience  
Commencing 24 months after the effective date of this Contract, either party may terminate this Contract, or any part thereof, at any time with 180 days notice in writing to the other party. This provision does not preclude MIHS from terminating the Contract sooner under other applicable provisions of this Contract.
- B. Termination By Mutual Agreement  
This Contract, or any part thereof, may be terminated by mutual written agreement of the parties specifying the termination date therein.
- C. Termination For Cause  
Either party may terminate this Contract for any cause which remains uncured for 14 calendar days after written notice to the the other Party. Such cause may include, but not be limited to, the following:
- (1) Breach of this Contract served by certified or registered mail, return receipt requested.
  - (2) Professional misconduct as determined by MMC's Medical Staff in accordance with the MMC's Medical Staff Bylaws or Rules and Regulations.
  - (3) Continual neglect of duty or violation of MMC's Policies or MMC's Medical Staff Bylaws or Rules and Regulations.
  - (4) Inability to discharge the duties and responsibility under this Contract for a continual period of 14 calendar days or more.
- D. Immediate Termination
- (1) MIHS may terminate this Contract immediately when the life, health or safety of a Patient, Beneficiary, MIHS employee or MIHS Contracted employee is jeopardized by the activities or inactivities of Contractor.
  - (2) MIHS may also terminate this Contract immediately, with notice to the Contractor, upon the occurrence of any of the following events:
    - a. Loss, restriction or suspension of Contractor's license, certification or other authority essential to its ability to perform its obligations under this Contract,
    - b. Insolvency, dissolution or bankruptcy of the Contractor.
- E. Termination - Availability Of Funds

If any action is taken by any state agency, federal department, or any other agency, payer or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract or any other applicable Payer Contract, MIHS may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, MIHS shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the

provisions of this Contract or any other applicable Payer Contract. MIHS shall give written notice at least 10 days in advance of the effective date of any suspension, amendment, or termination under this section.

- F. Such notice shall be given by personal delivery or by registered or certified mail. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
- G. If this Contract is terminated on the basis of Paragraph(s) 37. A, B, or D, the provisions of Paragraph 16, Disputes, do not apply.

### **39. DEFAULT**

MIHS may suspend, modify or terminate this Contract in whole or in part, immediately upon written notice to Contractor in the event of a non-performance of stated objectives or any other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. MIHS reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame or in the contractually prescribed manner.

### **40. AVAILABILITY OF FUNDS**

The provisions under this Contract or any other applicable Payer Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to MIHS for disbursement. The CEO shall be the sole judge and authority in determining the availability of funds and MIHS shall keep the Contractor fully informed as to the availability of funds.

### **41. CONTRACTOR'S CONDUCT**

Neither party shall engage in any conduct, activities, business or professional arrangements that jeopardize this Contract or Contractor's performance, obligations or duties under this Contract.

### **42. RIGHT OF CANCELLATION PER A.R.S. § 38-511**

Notice is given that pursuant to A.R.S. § 38-511 MIHS may cancel this contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of MIHS is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract.

Additionally, pursuant to A.R.S. § 38-511 MIHS may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of MIHS from any other party to the Contract arising as the result of the Contract.

**1. ORDER OF PRECEDENCE**

To the extent that the Special Provisions, if any, are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, then the Compensation Provisions shall control. To the extent that the AHCCCS Subcontractor Provisions, if any, are in conflict with the General Provisions, Special Provisions, Work Statement or Compensation Provisions, then the AHCCCS Subcontractor Provisions shall control. To the extent that the Business Associate Agreement Provisions, if any, are in conflict with the General Provisions, Special Provisions, Work Statement, Compensation Provisions or AHCCCS Subcontractor Provisions, then the Business Associate Agreement Provisions shall control.

**1. STANDARDS AND LICENSURE**

- A. If applicable, Contractor shall not be operating under a provisional license or have been cited for a violation involving a Beneficiary's or Patient's life, health or safety in the last two years.
- B. If applicable, Contractor must be in compliance with OSHA Regulations regarding blood borne pathogens. Upon request, Contractor must prove compliance by providing its exposure control plan for review.

**2. REFERRALS AND PROHIBITIONS AGAINST SOLICITATION**

The Contractor will not advise, counsel, solicit or refer any Patient to facilities, health plans or providers, other than Maricopa Medical Center or other MIHS designated health care providers, except in accordance with written MIHS policies or procedures for services not available from or provided by Maricopa Medical Center or other MIHS designated health care providers.

**3. CLINICAL LABORATORY IMPROVEMENT ACT**

Any laboratory testing sites providing services under this Contract shall have either a Clinical Laboratory Improvement Act (CLIA) certificate of waiver or a certificate of registration, or a certificate of accreditation along with a CLIA identification number. Those laboratories with certificates of waiver will provide only those tests permitted under the terms of their waiver. Laboratories with certificates of registration or certificates of accreditation shall perform only those tests for which they are authorized under the terms of their specific certificate.

**4. CREDENTIALING**

- A. Contractor shall fully cooperate with MIHS to fulfill any credentialing requirements of MIHS, state or federal regulatory agencies, MIHS Payers if so required or other accreditation, licensing or credentialing authority, including, but not limited to, those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS, which pertain to any services provided under this Contract.
- B. As applicable, Contractor must successfully complete the MIHS credentialing process prior to treating any MIHS Patients, and Contractor's continued participation under this Contract is contingent upon successful completion of the MIHS recredentialing process (rec credentialing occurs at a minimum once every two years or more frequently if requested by MIHS).

As applicable, during the interim period between reappointment cycles, Contractor shall provide MIHS with current copies of Arizona and Drug Enforcement Agency (DEA) licenses and proof of insurance.

- C. Contractor shall provide MIHS with documentation that it is currently in good standing with all applicable state and federal regulatory agencies or other accreditation and licensing authorities, including, but not limited to, those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS or NCQA, prior to the provision of service under this Contract. Thereafter, Contractor is to remain in good standing with all of the aforementioned agencies and authorities.
- D. Contractor shall notify MIHS in writing within two working days after the Contractor receives notice by any organization of any change in the Contractor's professional status, including, but not limited to, suspension, termination, probation, resignation, or any other change in its licensure, qualifications or hospital privileges. This notice must be provided to MIHS by fax and followed by certified mail.
- E. Contractor will immediately notify MIHS if it receives any restriction or any limitations to its licensure, accreditation or certification status, as well as any restriction or limitation on its practice or operations. Contractor shall also provide copies of any statement of deficiencies, corrective actions, plans and timelines for implementation, including those requested by MIHS.
- F. Each party shall promptly notify the other of any change in office location, telephone numbers and hours of business.
- G. Contractors, who are not subject to any state or federal regulatory or accrediting body, shall fully comply with all MIHS policies, procedures, and standards of which they are made aware by MIHS.

#### **5. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS**

- A. The Contractor will, during the term of this Contract, immediately inform MIHS in writing of the award of any other contract or grant, including any other contract or grant awarded by MIHS where the award of such contract or grant may affect, directly or indirectly, costs being paid/reimbursed under this Contract. Contractor will provide a copy of such contracts or grants awards upon request.
- B. If MIHS determines that the award to the Contract given has affected the payments due or reimbursements made under this Contract, then MIHS shall prepare a Contract Amendment reflecting an adjustment. If the Contractor protests the proposed adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

#### **6. IMMUNIZATION REQUIREMENTS**

- A. Contractors who provide direct patient care at MIHS facilities: At the time Contractor's employees initially report to work at any MIHS facility, that person shall present to MIHS designee evidence as follows:
  - 1) proof of immunity or immunization in compliance with current MIHS immunization requirements or a signed declination statement.

All employees or subcontractors of the Contractor who fail to provide such evidence will not be permitted to work in patient care areas.

- B. Contractors who do not provide direct patient care, but have direct patient contact at any MIHS facility (e.g., transportation): Contractor shall ensure that its employees, agents, and subcontractors on site at MIHS meet minimum health standards. Upon request, the Contractor shall provide MIHS with a current health status report (within the past 12 months) for each of its employees, agents and subcontractors who have worked in a MIHS facility. The health status report shall include, without limitation,
- 1) proof of immunity or immunization in compliance with MIHS immunization requirements or a declination statement
  - 2) date of last complete physical exam
- C. Contractors who have potential occupational exposure to known or suspected MIHS TB patients: Contractors who are assigned to work where they may have potential occupational exposure to MIHS patients with known or suspected infectious tuberculosis will have been evaluated, fit tested, educated and provided with a NIOSH approved particulate respirator, or protective device consistent with state and federal regulatory standards by the Contractor. Each Contractor employee and subcontractors will bring their own TB particulate respirator or other protective device with them when assigned to work with MIHS patients.
- D. MIHS will provide, if the Contractor elects, the option to use the MIHS Employee Health Services Department to receive immunizations necessary to satisfy MIHS requirements at the then current posted MIHS fee schedule. Rates are subject to change annually and are established by MIHS on the First of July each year and will be provided to the Contractor upon request.

## **9. EMPLOYEES REQUIREMENTS**

Contractor employees assigned to MIHS must:

- pass MIHS required background check and pre-employment screening (MIHS will provide detail of requirements so Contractor can conduct its own)
- Perform initial and thereafter monthly OIG/EPLS checks on all personnel assigned to MIHS for exclusions from federal programs
- meet specific qualification as required by the position
- follow employee rules, dress code as stated in MIHS employee policies and specific department policies
- not smoke on MIHS premises as MIHS is a tobacco free campus
- complete MIHS employee orientation (3-5 business days depending on position) prior to reporting to department for assignment if applicable
- Contractor employees may work at one of the MIHS locations or remotely

**MASTER WORK STATEMENT BETWEEN  
MARICOPA COUNTY SPECIAL HEALTHCARE DISTRICT  
D/B/A MARICOPA INTEGRATED HEALTH SYSTEM  
AND MEDASSETS PERFORMANCE MANAGEMENT SOLUTIONS, INC.**

This MASTER WORK STATEMENT (for the purposes of this Work Statement, the "Agreement") between MedAssets Performance Management Solutions, Inc., a Delaware corporation, and Maricopa County Special Healthcare District d/b/a Maricopa Integrated Health System, a political subdivision of the state of Arizona ("Maricopa"), is effective December 1, 2014 (the "Effective Date"). The Agreement shall be in effect commencing on the Effective Date and shall remain in effect pursuant to the terms and conditions as outlined in the MIHS contract for Group Purchasing Organization Services or until every Statement of Work ("SOW") duly entered into hereunder expires or is terminated (the "Term").

MedAssets Performance Management Solutions, Inc. ("MPMS"), and its affiliate MedAssets Net Revenue Systems, LLC ("NRS"), offer products and services which assist customers in improving business processes, operating margin, and cash flow. MPMS represents that it has authority to bind NRS to this Agreement and that this Agreement is binding on NRS. MPMS and NRS shall collectively be referred to as "MedAssets" for the purposes of this Master Agreement.

Maricopa represents that it has authority to bind each Covered Facility to this Agreement and that this Agreement is binding on each Covered Facility.

Maricopa is a healthcare provider and wishes to enter into an agreement for the MedAssets Service(s) described in the SOW(s).

MPMS, Maricopa, and each Covered Facility are deemed a "Party" and collectively, the "Parties".

The Parties agree as follows:

**1. Definitions.**

"Administrative Fee" means a payment from Participating Suppliers to MedAssets based upon purchases by the Covered Facilities listed in the SOW for the Group Purchasing Services.

"Covered Facilities" or "Covered Facility" means those entities participating under any SOW which are listed in the Covered Facilities section of that SOW.

"Customer Data" means any data or information transmitted by Maricopa, or a Covered Facility, to MedAssets in connection with the MedAssets Service(s).

"Deliverable(s)" means any report or other output that MedAssets delivers to Maricopa as set forth in the applicable SOW. Deliverable(s) do not include any MedAssets Solutions or any MedAssets Proprietary Information.

"Intellectual Property Rights" means the patent rights, copyright rights (including, but not limited to, moral rights), trademarks, trade secret rights, and any other intellectual property rights recognized by the law of any applicable jurisdiction.

"Manufacturer Contract Purchases" means purchases by a Covered Facility from a Participating Supplier who is not acting in the capacity of a distributor.

"MedAssets Service(s)" means MedAssets' professional, consulting, or contracting services, and any MedAssets Solutions or Deliverable(s) identified under any SOW.

"MedAssets Solution(s)" means any software or software-as-a-service applications that MedAssets provides to Maricopa under any SOW including all documentation. MedAssets Solution(s) also include any technology required for the applications to function, including but not limited to any tangible or intangible aspects such as processes, logic, techniques, algorithms, content, protocols, or business processes.

"Participating Supplier" means any manufacturer, service provider, wholesaler or distributor which has executed a Supplier Agreement to sell products or services through the Group Purchasing Services and which pays MedAssets an Administrative Fee.

"Proprietary Information" means: (i) the terms of this Agreement and its Exhibits, Schedules and SOW(s); (ii) each Party's business processes and plans; including: MedAssets group purchasing pricing; sourcing and contracting methods and "know-how"; and any supplier terms and conditions; (iii) Customer Data provided to MedAssets; (iv) any MedAssets Solution(s); and (v) any other information which is disclosed to the another Party, and which by its nature should reasonably be considered as confidential or proprietary.

"SOW" or "Statement of Work" means any document(s) MedAssets and Maricopa have executed pursuant to this Agreement that describes any of the MedAssets Service(s).

"Supplier Agreement" means the contracts executed between MedAssets and Participating Suppliers which are part of the Group Purchasing Services.

**2. Agreement Attachments.** The following attachments, and any future documents executed by the Parties pursuant to the terms hereof, are an integral part of this Agreement and are incorporated by reference:

- Exhibit A: Request for Sales Tax Exemption Certificate
- SOW for Group Purchasing Services
- SOW for Construction and Facilities Project Management
- SOW for eCommerce Exchange
- SOW for Transaction Management
- SOW for Spend Analytics – Advanced
- SOW for Pharmacy Analytics
- SOW for Contract Catalog
- SOW for Catalog Data Services
- SOW for Advisory Solutions Services
- SOW for State Reporting Auditor
- SOW for Pharmacy Services - Clinical
- SOW for Vendor Management Services
- SOW for Episode Analytics
- SOW for Prodigio Services

**3. Scope of Services.** The scope of services is defined in each SOW.

**4. Compensation.**

**4.1 Payment for MedAssets Service(s).** Maricopa shall pay MedAssets the fees set forth in the SOW(s) as consideration for the MedAssets Service(s). The Parties acknowledge that any modification to the "Covered Facilities" set forth in any SOW may require a change in fees charged and that any change in fees not otherwise provided for in any SOW shall be mutually agreed to by the Parties in writing.

Notwithstanding the foregoing, unless specifically excluded in the SOWs attached hereto, the eCommerce Exchange, Transaction Management Services, Spend Analytics – Advanced, Pharmacy Analytics, Contract Catalog, Advisory Solutions Assessment Services, State Reporting Auditor, Pharmacy Services – Clinical, and Episode Analytics shall be provided by MedAssets in consideration of the Administrative Fees retained by MedAssets until the expiration or termination of such SOWs.

In the event such Administrative Fees are insufficient to pay for the Services provided for in the SOWs, the Parties shall discuss a modification to the scope of such SOWs or a change in fee structure.

The Parties agree and acknowledge that any modification to the "Covered Facilities" set forth in any SOW may require a change in Fees charged. Any such change in Fees shall be mutually agreed to by the Parties hereto.

**4.2 Terms of Payment.** MedAssets may submit monthly invoices for MedAssets Service(s). Maricopa shall remit payment within 30 days of the invoice date on any undisputed invoice. MedAssets may deduct from

Maricopa's earned Shareback (as defined in the SOW for the Group Purchasing Services) any unpaid, undisputed fees due under any agreement between Maricopa and MedAssets or any MedAssets affiliate.

If Maricopa does not pay any undisputed amount it owes when due. MedAssets reserves the right to suspend any MedAssets Service in the event any unpaid, undisputed fee becomes 60 days or more past-due.

4.3 **Expenses.** If and when applicable, Maricopa shall reimburse MedAssets for all reasonable business expenses MedAssets incurs in performing the MedAssets Service(s), including reasonable travel and lodging expenses.

4.4 **Taxes Excluded.** The fees do not include any foreign, federal, state, or local sales, use or other similar taxes, however designated, levied on the MedAssets Service(s). Except for any taxes based on MedAssets' net income, Maricopa shall pay MedAssets for all taxes imposed on Maricopa or MedAssets. The Parties presume that all sales of tangible personal property or taxable services are subject to tax unless Maricopa provides an executed Sales Tax Exemption Certificate or a Direct Pay Permit. If Maricopa is exempt from sales tax, then the foregoing provisions do not apply and Maricopa shall provide MedAssets with an executed Request for Sales Tax Exemption Certificate, attached as Exhibit A, within 30 days of the Effective Date.

4.5 **Consumer Price Index ("CPI").** MedAssets, in its sole discretion, may annually increase the fees set forth in any SOW by an amount equal to the lesser of: (i) the Annual CPI; or (ii) 5%. "Annual CPI" means the percentage change for the applicable one year period of the "All Items Figure" of the CPI - All Urban Consumers - U.S. City Average (1982-84 = 100) issued by the Bureau of Labor Statistics of the United States Department of Labor.

4.6 **Third-Party Pass-Through Fees.** MedAssets shall pass through to Maricopa any third-party licensing fees applicable to the MedAssets Service(s). Any third-party licensing fees will be set forth on the applicable SOW or through subsequent written notice.

## 5. Change Requests and Cooperation.

5.1 **Project Changes.** All statements concerning the estimated time to perform the MedAssets Service(s) are good faith estimates based upon information available at the time made. Each SOW is subject to equitable adjustment upon any material change in such information, the occurrence of an excusable delay (as provided in Section 5.2 or Section 5.3 respectively), or upon any modification of the scope, timing or level of MedAssets Service(s) that the Parties agree to in writing. Any change in scope that modifies the fees or the project schedule must be agreed to in writing by both Parties.

5.2 **Failure to Cooperate.** If Maricopa impedes or delays completion of the MedAssets Service(s) by: (i) failing or delaying to provide necessary information, equipment or access to facilities to MedAssets; (ii) failing to complete required tasks or perform its obligations under this Agreement, for any reason; or (iii) providing materially untrue or incorrect information; then MedAssets' failure or delay in completion shall be excused.

5.3 **Support Exclusions.** MedAssets has no obligation to provide ongoing support services for: (i) any professional service provided by MedAssets outside of the scope of any SOW; (ii) any third-party computer program, technology, or hardware; (iii) any customized services, other than as specifically set forth in an SOW; (iv) any customized services arising out of or relating to a change in Maricopa's systems or data; or (v) any MedAssets Solution that is not the most recent version or release.

6. **Maricopa's Commitments.** Maricopa agrees to: (i) begin implementing the desired Services upon a mutually agreed upon schedule; (ii) complete implementation of all Services within the six month period commencing with the Effective Date; and (iii) annually meet the Committed Purchases Requirement beginning with the 12 month period commencing 6 months following the Effective Date.

Maricopa will ensure that all data required for the Services is provided within 5 days of the Effective Date (unless otherwise provided for in a specific SOW) and its personnel who are necessary for the successful implementation of the Services will, on reasonable notice: (i) be available to assist MedAssets' personnel by answering questions and promptly providing requested documents; (ii) participate in Service related meetings; (iii) contribute to system and data integrity testing; and (iv) assist MedAssets with any activities or tasks required to complete the Services.

## 7. Confidentiality.

7.1 Treatment of Proprietary Information. Each Party, as a recipient of Proprietary Information (a "Recipient"), shall: (i) hold all Proprietary Information in confidence; (ii) not disclose any Proprietary Information to any person outside of the Recipient's business organization (except to Recipient's contractors and consultants in connection with the Recipient performing its obligations under this Agreement and only if the Recipient's contractors and consultants are subject to appropriate nondisclosure obligations consistent with the obligations in this Section 7); (iii) only disclose Proprietary Information within its organization on a "need-to-know" basis to individuals who understand the confidential nature of the Proprietary Information; and (iv) treat the Proprietary Information with the same degree of care regarding its secrecy and confidentiality as Recipient treats confidential information within its business organization, but in no event, less than a reasonable degree of care. Proprietary Information remains the property of the disclosing Party, and its disclosure to the Recipient creates only a limited right for the Recipient to use the Proprietary Information in furtherance of its obligations under this Agreement or as otherwise provided for herein.

7.2 Customer Data. All Customer Data is Proprietary Information of Maricopa (including applicable Covered Facilities). Maricopa and each Covered Facility represent and warrant that it will only provide to MedAssets the data that it owns, or has the right and license to use. Maricopa and each Covered Facility grant to MedAssets and any MedAssets affiliate, a non-exclusive, fully-paid, royalty-free, and irrevocable right and license to use, reproduce, display, modify, create derivative works, and disclose Customer Data provided that the disclosure of any pricing data is in full compliance with Department of Justice Guidelines on the aggregation of pricing data. Any use of PHI (protected health information) must be in full compliance with: (i) HIPAA; (ii) the HITECH Act; any Business Associates Agreement entered into by the Parties during the Term; and the terms of the applicable SOW. At the request of MIHS, MedAssets shall provide Customer Data to any third party identified by MIHS at MIHS' expense which shall be mutually agreed to in writing by the Parties.

7.3 Exceptions. Recipient's confidentiality and nondisclosure obligations do not apply to any information that:

- (i) is or becomes publicly available (other than by a breach of this Agreement), including any information filed with any governmental agency and available to the public;
- (ii) is obtained from a third party that to its knowledge is legally entitled to disclose the information;
- (iii) Recipient can document it knew before the disclosing party disclosed the information; or
- (iv) Recipient can document it developed independently of any disclosure made by the disclosing party.

7.4 Legal Obligations to Disclose. If Recipient is requested or required by a subpoena, court order, or other legal or regulatory requirement to disclose any Proprietary Information, then Recipient may disclose any portion of the Proprietary Information that its counsel recommends is required to be disclosed. The Recipient shall promptly notify the disclosing Party in writing of the obligation to disclose so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

7.5 HIPAA. The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as set forth in the Business Associate Agreement between Maricopa County Special Health Care District dba Maricopa Integrated Health System and MedAssets Net Revenue Systems, LLC noted as Section V of the MIHS Agreement for Group Purchasing Organization Services.

7.6 Duration of Obligations. This Section 7 governs any disclosure of Proprietary Information made during the Term. The nondisclosure obligations of the Recipient under Section 7.1 remain in effect for a period of 36 months following the expiration or termination of this Agreement provided, however, that the nondisclosure obligations for MedAssets Solution(s) shall survive in perpetuity.

## 8. Warranty.

8.1 Warranties of MedAssets. MedAssets represents and warrants that: (i) the MedAssets Service(s) will be performed in a professional manner; (ii) any MedAssets Solution(s) provided under this Agreement will reasonably conform in all material respects to the specifications agreed to by the Parties in writing for a period of one year (the "Warranty Period") beginning on: (i) the Effective Date; or (ii) the go-live date as set forth in the applicable SOW, whichever is later. Maricopa may only notify MedAssets of any material deficiency during the Warranty period.

8.2 Sole and Exclusive Remedy. Maricopa's sole and exclusive remedy, and MedAssets' sole and exclusive liability, for a breach of the representations and warranties in Section 8.1 are: (i) the specific support services in the applicable SOW; (ii) repeating or reprocessing of the MedAssets Service(s) (if possible) by MedAssets at no additional charge; or (iii) termination of the applicable SOW upon 30 days' prior written notice to MedAssets.

8.3 Disclaimers. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, MEDASSETS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MEDASSETS SERVICE(S) INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8.4 Third-Party Providers' Warranties. MedAssets Solution(s) may contain content provided by third-parties (each, a "Third-Party Provider"). To the extent permitted or required by a Third-Party Provider, MedAssets will pass through all terms and conditions from Third-Party Providers directly to Maricopa including any warranties.

## 9. Indemnification.

9.1 General Indemnification. Each Party shall defend, indemnify, and hold the other harmless against all claims, losses, damages and costs, including reasonable attorneys' fees and expenses, to the extent arising out of any action brought by any third-party in connection with any negligent act, omission or breach of any obligation under this Agreement by the indemnifying party or by any of that party's employees, officers or agents. Neither Party is responsible for losses incurred by reason of the other Party's negligence or willful misconduct.

### 9.2 Intellectual Property Indemnification.

9.2.1 Exclusive Remedy. The provisions of this Section 9.2 state the sole and exclusive obligations and liability of MedAssets and its licensors and suppliers (including Third-Party Providers) for any patent, copyright, trademark, trade secret or other intellectual property rights infringement arising out of or relating to the MedAssets Solution(s).

9.2.2 Indemnity. Except as set forth in Section 9.2, MedAssets agrees to defend at its expense and pay any final judgment or settlement in connection with any third-party claim based on infringement or misappropriation of U.S. copyrights, U.S. patents, trade secrets, or other proprietary rights of any third party arising out of the MedAssets Solution(s). MedAssets' indemnification obligations are contingent upon: (i) Maricopa promptly notifying MedAssets of the claim; (ii) MedAssets having the sole authority to defend or settle the claim; and (iii) Maricopa providing reasonable assistance in connection with the defense of the claim at MedAssets' expense.

9.2.3 Indemnity Exclusions. MedAssets has no obligation with respect to any claim of infringement that is based upon or arises out of: (i) Maricopa's unauthorized use or combination of the MedAssets Solution(s) with any hardware, software, products, data, or other materials not provided by MedAssets; (ii) Maricopa's use of the MedAssets Solution(s) other than in accordance with MedAssets' written directions or policies; or (iii) any components or content provided by any Third-Party Provider.

9.2.4 Right to Procure or Modify. If a claim of infringement under this Section 9.2 occurs, or if MedAssets determines that a claim is likely to occur, then MedAssets has the right, in its sole discretion, to either: (i) procure for Maricopa the right or license to continue to use the MedAssets Solution(s) free of the infringement claim; or (ii) modify the MedAssets Solution(s) to make it non-infringing. If these remedies are not reasonably available to MedAssets, then MedAssets may, at its option, terminate the applicable SOW and return any prepaid fees for MedAssets Service(s) not yet rendered.

9.3 Limitation of Liability. Maricopa acknowledges that MedAssets' work is advisory in nature and that should Maricopa desire to implement any recommendations made, Maricopa is solely responsible for the results therefrom. Maricopa is solely responsible for its compliance with state and federal statutes, laws, regulations, policies or other governmental regulations including Medicare reimbursement, and accurate and complete code assignment. MedAssets is not liable for claims attributable to any errors, omissions, or other inaccuracies in the information or material contained in the Customer Data or data MedAssets receives from third-parties. EXCEPT FOR MARICOPA'S FAILURE TO PAY FOR THE MEDASSETS SERVICE(S), THE MAXIMUM LIABILITY OF

EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF LEGAL THEORY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE SUM OF FEES RECEIVED BY MEDASSETS OVER THE IMMEDIATELY PRECEDING SIX MONTHS FOR THE SPECIFIC MEDASSETS SERVICE IN THE SOW WHICH GAVE RISE TO THE LIABILITY.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE MEDASSETS SERVICE(S) (including, without limitation, any damages for lost or damaged files or data, lost profits, lost savings, or loss of business opportunity or goodwill), EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE.

This limitation of liability is fundamental to this Agreement. The Parties reviewed and bargained these terms and neither Party would be willing to enter into this Agreement without this limitation. The Parties agree and acknowledge that this limitation shall not apply to the suppliers providing goods and services under the SOW for Group Purchasing Services.

#### **10. General Licensing Terms for MedAssets Solution(s).**

**10.1 Ownership.** The MedAssets Solution(s) is (are) the exclusive property of MedAssets. MedAssets retains all right, title, and interest in its intellectual property rights related to the MedAssets Solution(s). The MedAssets Solution(s) are licensed and not sold. Each SOW may further define specific licensing terms related to the use and access to the MedAssets Solution(s) and corresponding Deliverable(s).

**10.2 Limited License Grant.** These licensing terms apply only to Maricopa accessing the MedAssets Solution(s) under each applicable SOW. Subject to the payment of all fees due, and Maricopa's compliance with the licensing terms. MedAssets grants to Maricopa, and Maricopa accepts, a non-transferable, non-exclusive, limited license to access and use any MedAssets Solution(s) provided under an SOW for Covered Facility's internal business purposes for the Term of the applicable SOW (the "License"). The License is only valid in the United States and its territories. Upon first access to the MedAssets Solution(s), Maricopa may be presented with additional terms and conditions related to the particular MedAssets Solution(s) (the "Clickwrap"). In the event of a conflict between the terms and conditions of the Clickwrap and these terms and conditions, the terms of the Clickwrap govern. Maricopa acknowledges that access to the MedAssets Solution(s) by one of its representatives (as evidenced by the associated username and password) is sufficient to bind Maricopa to any terms and conditions contained in any Clickwrap. Except for the express licenses granted in this Agreement or an applicable Clickwrap, no other licenses or rights are granted by MedAssets to Maricopa in the MedAssets Solution(s).

**10.3 License Restrictions.** Except as otherwise provided for in this Agreement, or an applicable SOW, Maricopa shall not and shall not permit a third-party to: (i) use the MedAssets Solution(s), or any portion of the MedAssets Solution(s), for any unlawful purpose; (ii) market, sublicense, publish, distribute, lend, transfer, or otherwise make the MedAssets Solution(s), or any components or output from the MedAssets Solution(s), available to any third-party; (iii) alter, maintain, enhance, modify, or create derivatives of the MedAssets Solution(s); (iv) remove any trademark, copyright, or proprietary notices; (v) copy, decompile, disassemble, or otherwise reverse engineer the MedAssets Solution(s) or perform any similar means or actions to discover the source code or trade secrets in the MedAssets Solution(s); (vi) use the MedAssets Solution(s) as a substitute for the medical judgment of a physician or qualified healthcare provider; (vii) use the MedAssets Solution(s) to provide service bureau, time sharing, or other computer services to third-parties; (viii) circumvent any technological measures that control access to the MedAssets Solution(s); (ix) use the MedAssets Solution(s) in any nuclear, aviation, mass transit, life support, or any other inherently dangerous manner; or (x) use the MedAssets Solution(s) to benefit any party other than Maricopa.

**10.4 Third-Party Intellectual Property Rights.** Third-Party Providers may retain independent intellectual property rights in any content they provide- which is contained in the MedAssets Solution(s), and may provide additional terms and conditions related to their provided content.

#### **11. Termination.**

**11.1 Termination of Agreement for Breach.** If any Party breaches any material provision of this Agreement (excluding any SOW), then the non-breaching Party shall provide written notice of the breach to the other Party. If the breaching Party fails to cure the breach within 30 days after receiving written notice, then the non-

breaching Party may terminate the Agreement, and all attached SOWs, in its sole discretion, by providing a letter of termination to the breaching Party specifying the exact date of termination.

**11.2 Termination of any SOW for Breach.** If any Party breaches any material provision of any SOW, then the non-breaching Party to the SOW shall provide written notice of the breach to the other Party to the SOW. If the breaching Party fails to timely cure the breach within 30 days after receiving written notice, then the non-breaching Party may terminate only the applicable SOW, in its sole discretion, by providing a letter of termination to the breaching Party specifying the exact date of termination of the SOW.

**11.3 Effect of SOW Expiration or Termination.** Expiration of an SOW's term, or termination of any SOW, does not terminate this Agreement, or any remaining SOWs, unless the terminating or expiring SOW is the last-remaining SOW in effect, in which case its termination or expiration will terminate the Agreement.

## **12. General Provisions.**

**12.1 Statutory Audit Rights for Services.** In connection with 42 U.S.C. § 1395x(v)(1)(I) (and the implementing regulations set forth at 42 C.F.R. §§ 420.300-.304), and until the expiration of four years after the furnishing of the MedAssets Service(s), MedAssets shall grant to the Secretary of the Department of Health and Human Services, the Secretary's duly-authorized representative, the Comptroller General of the United States, or the Comptroller General's duly-authorized representative, the right to review any and all books, documents, and records as may be necessary to certify the nature and extent of the costs of the services in excess of \$10,000 per year. If MedAssets performs any of its duties under this Agreement by way of a subcontract with a related organization, and the value or cost of those subcontracted duties is \$10,000 or more over a 12-month period, then that subcontract shall contain a clause to the same effect as this Section 12.1.

**12.2 Compliance with Law.** Throughout the Term each Party's respective performance under this Agreement shall comply with all applicable federal, state, and local laws and regulations.

**12.3 Force Majeure.** The performance of any obligations to be performed under this Agreement (other than an obligation to pay money or issue credit) is excused to the extent that performance is prevented or delayed by an act of God or the public enemy, terrorism, insurrections, riots, fire, explosion, flood, government order, or other reasonably unforeseeable causes beyond the control and without fault or negligence of the Party so affected and if, by the exercise of due diligence, the Party is unable to prevent or overcome the event. The Party so affected must give prompt written notice to the other Party of the cause and take whatever reasonable steps are necessary to relieve the effect of the cause as rapidly as possible.

**12.4 Discount Disclosure.** Maricopa understands that any discounted pricing, and any Shareback, provided under the Agreement or any SOW, as well as the value of any MedAssets Service(s) provided at less than full price, may be a "discount" within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) of the Social Security Act and the regulations promulgated hereunder at 42 C.F.R. Section 1001.952(h) and that Maricopa may have an obligation to report this discount to any state or federal program which provides cost or charge-based reimbursement to Maricopa for the items to which the discount applies.

**12.5 Facsimile/Electronic Mail.** All documents pertaining to this Agreement may be executed by the exchange of faxed executed copies, 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 Agreement may be executed in two or more counterparts, but all of which, taken together, shall constitute one and the same instrument.

**12.6 Governing Law.** This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of Arizona.

**12.7 Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**12.8 Independent Contractor.** The relationship of MedAssets to Maricopa created by this Agreement is that of an independent contractor; there is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Except as otherwise set forth in this Agreement, no Party has the authority to bind the other or to incur any obligation on its behalf. In this regard, MedAssets acknowledges that Maricopa

shall not be responsible for withholding any income taxes, paying any payroll taxes, providing other benefits or fulfilling other employer-type obligations for MedAssets' personnel.

**12.9 Non-Solicitation/No-Hire.** No Party may, directly or indirectly, solicit, recruit, or otherwise encourage any employee of the other Party to leave his or her employment with that other Party for any reason. This restriction applies during the Term and for a period of 12 months after the termination or expiration of this Agreement. The preceding sentence does not, however, prohibit either Party from: (i) soliciting employment by placement of general advertisements for employees on any internet site, in newspapers, or via other media of general circulation not specifically directed at the employees of the other Party; (ii) soliciting persons identified through employment search firms that are not specifically directed at the employees of the other Party; or (iii) soliciting or hiring any person who contacts the hiring Party on his or her own initiative without any prior solicitation or recruitment (other than advertisements of the type contemplated by the preceding clauses).

**12.10 Notices.** Any notices or other communications required or permitted to be given under this Agreement shall be in writing and delivered by personal delivery, overnight courier service, or registered or certified mail (return receipt requested, postage prepaid). Notices are deemed to have been given on the later of: (i) the date when personally delivered; (ii) the date which immediately follows the date of delivery to an overnight courier service; or (iii) the date which is 7 days from the date of deposit in the United States Postal Service in the manner described in this Section 12.10. Notices shall be addressed as indicated below, and either Party may change its address in accordance with this Section 12.10.

**If to MedAssets:**

Attn: Legal/Contracting  
MedAssets Performance Management  
Solutions, Inc.  
5543 Legacy Drive  
Plano, TX 75024

**If to Maricopa:**

Attn: Director, Procurement & Contracts  
Maricopa Integrated Health System  
2611 E. Pierce Street  
Phoenix, AZ 85008

**12.11 Publicity/Use of Marks.** MedAssets may include Maricopa in its listing of clients and may announce Maricopa's selection of MedAssets to perform the MedAssets Service(s) in its marketing communications. 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 Agreement or the transactions contemplated by this 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.

**12.12 Severability.** In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, that provision shall be severed and the remainder of the Agreement shall continue in full force and effect; provided, however, that if the severing of that provision results in a material alteration of this Agreement, the Parties shall equitably adjust the remaining provisions of this Agreement so that no Party benefits disproportionately.

**12.13 Assignment.** MedAssets shall not assign this Agreement without Maricopa's consent, except that it may freely assign it to MedAssets, Inc. as the parent entity, or any other subsidiary of MedAssets, Inc., or as part of a change of control transaction. Maricopa shall not assign this Agreement without MedAssets' consent. Any attempt to assign this Agreement without proper consent will be of no effect. Subject to the foregoing, this Agreement is for the benefit of, and will be binding upon, the Parties' respective successors and permitted assigns.

**12.14 Survival.** The provisions of Sections 7 (Confidentiality), 8 (Warranty), 10.1 (Ownership) and 12 (General Provisions) survive the termination or expiration of this Agreement. Additionally, undisputed obligations to pay for goods or services provided prior to the expiration or termination of this Agreement, or expiration or termination of an SOW, survive and are payable within 30 days of the effective date of the expiration or termination.

**12.15 Waiver.** The waiver of any breach of any term or condition of this 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.

12.16 Entire Agreement and Amendment. This Agreement, together with all attached Exhibits, Schedules, and SOWs, contains the entire understanding between the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to the subject matter of this Agreement including, but not limited to, the Group Purchasing Agreement between Maricopa County Special Healthcare District d/b/a Maricopa Integrated Health System and MedAssets Performance Management Solutions, Inc. dated December 1, 2004. The express terms of this Agreement, together with all attached Exhibits, Schedules, and SOWs, control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement. This Agreement, any Exhibit, any Schedule, or any SOW may not be modified or amended other than by an agreement in writing signed by both Parties. In the event of a conflict between the terms of this Agreement and the terms of an SOW, then the terms of the SOW will control.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

**MEDASSETS PERFORMANCE  
MANAGEMENT SOLUTIONS, INC.**  
On behalf of itself and its affiliate NRS

**MARICOPA COUNTY SPECIAL HEALTH CARE  
DISTRICT dba MARICOPA INTEGRATED HEALTH  
SYSTEM**  
On behalf of itself and its Covered Facilities

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

**BRIAN MANESS**  
\_\_\_\_\_  
Printed Name

**Director, Procurement + Contracts**      **12-16-14**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A TO THE MASTER AGREEMENT  
REQUEST FOR SALES TAX EXEMPTION CERTIFICATE**

Pursuant to state law, all sales of tangible personal property or taxable services are presumed to be subject to tax unless a properly completed Exemption Certificate or a Direct Pay Permit is provided.

Facility Name: <i>Maricopa County Special Health Care District dba Maricopa Integrated Health System</i>			
Facility Street Address: <i>2601 E. Roosevelt</i>			
P.O. Box:	City: <i>Phoenix</i>	State: <i>AZ</i>	ZIP Code: <i>85008</i>

**TAX EXEMPT ORGANIZATIONS:**

- My facility is not exempt from sales tax. (Sales Tax will be applied to purchases where applicable.)
- My facility has a Direct Pay Permit. Please provide the direct pay permit to one of the addresses below.

**OR:**

I claim an exemption for the following reason (Check applicable box or boxes):

- PURCHASE FOR RESALE:** Purchase of tangible personal property or taxable services for resale or for use in performing taxable services where such property becomes a component part of the property upon which the services are performed and will be actually transferred to the purchasers.
- GOVERNMENT:** Purchases by governmental agencies and institutions of (1) the United States; (2) the State (including local governments); and (3) other instrumentality of the state (i.e., hospital districts) which are exempted from sales tax. An exemption certificate from the state is required.
- NONPROFIT ORGANIZATIONS:** Purchases by a corporation or organization which has a current registration certificate and which is exempt from federal income taxes under Section 501(c)(3) or (c)(4) of the Internal Revenue Code. An exemption certificate from the state is required.

	<i>BRIAN MANESS</i>	<i>12-16-14</i>
Signature of Authorized Party	Printed Name	Date

**Please forward your valid Exemption Certificate and/or Direct Pay Permit to MedAssets via:**

**E-mail:** [Exemptioncert@medassets.com](mailto:Exemptioncert@medassets.com)

**Fax:** (866) 493-3236

**Mail:** MedAssets Managed Tax Services  
C/O Vertex  
40 Shuman Blvd Ste 218  
Naperville, IL 60563

## SOW FOR THE GROUP PURCHASING SERVICES

**1. Term.** The Group Purchasing Services (the "GPO Services") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence on the Effective Date (the "GPO Services Effective Date") and continue for 60 months therefrom (the "GPO Services Initial Term"). Collectively, the GPO Services Initial Term and all renewals thereafter shall be called the "GPO Services Term".

**2. Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" or "Covered Facility" for the purposes of this SOW) are listed on Schedule 1 attached hereto. Each site shall be listed individually (i.e. multiple sites shall not be grouped under a common name). MedAssets shall have no obligation to provide the GPO Services to any site not specifically listed on Schedule 1. Maricopa shall provide demographic information (including complete name, address, phone and DEA number, if applicable) (the "Required Information") regarding any additional owned sites (including, but not limited to warehouses, administrative offices, physician offices, clinics, surgery centers, etc.) within 5 days of the GPO Services Effective Date in order to update Schedule 1 and provide access to the GPO Services (including access to the MedAssets Group Purchasing Portfolio) for such sites. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

If Maricopa adds additional owned sites after the GPO Services Effective Date (each a "New Site"), then Maricopa may add the New Site to Schedule 1 with written notice to and approval of MedAssets, which such approval shall not be unreasonably withheld. Required Information about New Sites must be provided to MedAssets at least 45 days before the month in which the New Site begins purchasing from the GPO Services.

Each Covered Facility and any New Site must comply with the terms hereof including providing a valid DEA number in order to access the pharmacy Group Purchasing Portfolio.

**3. Definitions.** Capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Agreement. In addition, the following definitions apply to the GPO Services:

"Custom Agreements" shall mean agreements for products or services that MedAssets executes specifically on behalf of Maricopa or certain Covered Facilities.

"Direct Agreements" are any arrangements that Maricopa or any Covered Facility enters into directly with any supplier.

"GPO Competitor" means any third-party agent, including but not limited to any Group Purchasing Organization and its subsidiaries and affiliates. For purposes of clarity, GPO Competitor does not include any MedAssets affiliate or division.

"GPO Safe Harbor" means the regulatory safe harbor of the Anti-Kickback Statute for group purchasing organizations set forth at 42 C.F.R. § 1001.952(j), as amended.

"Group Purchasing Organization" shall mean a business, company, enterprise, joint venture, association, partnership, limited partnership, limited liability company or corporation; organized as a cooperative, for profit or not-for-profit, owned separate and apart of its Covered Facilities; to provide commodity group purchasing services and/or programs, group contract negotiations and/or ancillary professional, technical or managerial services, or some similar combination of services thereof to its Covered Facilities.

"Group Purchasing Portfolio" shall mean those Supplier Agreements entered into between a Participating Supplier and MedAssets.

"LOC" shall mean a letter of commitment or other commitment form that suppliers which may, from time to time, require Maricopa to execute to access a Supplier Agreement.

"Rebate" shall refer to any payment by a Participating Supplier to MedAssets based upon a reduction in price of a product or service sold through the Group Purchasing Services identified specifically as a rebate by the Participating Supplier, and not as an Administrative Fee.

“Report” shall mean a report of Administrative Fees received by MedAssets. An example of the Report is attached as Exhibit A.

**4. Fees.** The GPO Services shall be provided in consideration of the Administrative Fees retained by MedAssets under the Terms of this SOW.

**5. Description, Deliverables and Obligations of the Parties.**

**5.1 The GPO Services.** MedAssets negotiates and executes Supplier Agreements at the discretion of various operating committees. MedAssets shall provide access to the Group Purchasing Portfolio to Maricopa and the Covered Facilities.

**5.2 Direct Agreements.** During the GPO Services Term, Maricopa and Covered Facilities shall not enter into any new (or extend the term of any existing) Direct Agreement for any product or service available through a Supplier Agreement. If Maricopa or Covered Facility desires to enter into a Direct Agreement for any product or service that is not available through a Supplier Agreement, then Maricopa or the applicable Covered Facility must first give MedAssets the option to write a Custom Agreement for that product or service. Nothing in this Section 5.2 prohibits Maricopa or any Covered Facility from accessing any Direct Agreement that is in effect as of the GPO Services Effective Date. MedAssets has no obligation to assist in the preparation, negotiation, or management of any Direct Agreement. Maricopa and Covered Facility shall not refer to or otherwise use any Supplier Agreement in any manner that is adverse to MedAssets' interests. For example, Maricopa and Covered Facilities shall not use any Supplier Agreement as leverage to negotiate any Direct Agreement. If MedAssets determines that Maricopa or any Covered Facility has exploited a Supplier Agreement in violation of this Section 5.2, then MedAssets may terminate this Agreement as provided in the above Section 1.2.

**5.3 Custom Agreements.** To request that MedAssets create a Custom Agreement, Maricopa or the applicable Covered Facility shall transmit the request using MedAssets' standard request form, including any proposed business criteria to MedAssets at [customcontracting@medassets.com](mailto:customcontracting@medassets.com). MedAssets has 30 days after it receives any request for a Custom Agreement to accept or reject that request.

**5.4 Electronic Catalog.** MedAssets shall provide Maricopa and the Covered Facilities access to an electronic catalog which contains information regarding products and services offered through the GPO Services.

**5.5 Purchasing Decisions.** Maricopa and Covered Facilities determine whether and how much to purchase through Supplier Agreements. Maricopa and Covered Facilities are bound to the terms and conditions of each Supplier Agreement if they: (a) purchase products or services under that agreement; or (b) agree to be bound to that agreement in an ancillary document (such as an LOC). Maricopa and Covered Facilities warrant that any purchase made under any Supplier Agreement will not cause Maricopa or any Covered Facility to breach any third-party agreement or obligation. MedAssets bears no responsibility for interpreting, negotiating, or managing ancillary agreements in standard forms that suppliers may provide to Maricopa.

**5.6 Duties under Supplier Agreements and Other Agreements.** MedAssets is not a supplier of products offered under any Supplier Agreement, and does not own, control, or invest in any suppliers. Duties under Supplier Agreements and other agreements are as follows:

**5.6.1 Participating Supplier's Duties to Maricopa and Covered Facilities.** The Participating Supplier: (a) delivers, installs, warrants, and insures any products or services offered through any Supplier Agreement; (b) invoices and collects payment from Maricopa and Covered Facilities for products and services offered through any Supplier Agreement; and (c) publishes recall or safety-related notices and coordinates any other recall or safety-related activities for any products offered through any Supplier Agreement. MedAssets has no duty or liability for the performance of a supplier.

**5.6.2 Maricopa's Duties to Participating Suppliers.** Any purchases Maricopa or a Covered Facility makes through any Supplier Agreement are made pursuant to the terms and conditions set forth in that agreement. Maricopa or the applicable Covered Facility: (a) requisitions, pays for, receives and takes title to, insures, installs, and pays any taxes for products and services offered through any Supplier Agreement; and (b) monitors product recall or safety-related notices, and determines product recall or safety-related responses for any products offered through any Supplier Agreement. Maricopa acknowledges and agrees that MedAssets provides no medical or other patient care, and that Maricopa and suppliers bear ultimate responsibility for products purchased through Supplier

Agreements. Maricopa and each Covered Facility understand that each supplier has the right to seek a remedy for breach directly against Maricopa and each Covered Facility under any Supplier Agreement.

5.6.3 Supplier Disputes. If there is a dispute that involves a Supplier Agreement, then MedAssets may, in its discretion, provide reasonable assistance to attempt to resolve the dispute. MedAssets provides no legal analysis or legal counseling to Maricopa or any Covered Facility, and provides no dispute-resolution assistance requiring legal expertise.

5.6.4 Survival. This Section 5.6 survives expiration or other termination of this SOW.

5.7 MedAssets Group Purchasing Services Resource. MedAssets shall provide a resource available on-site 5 days per week, on average, to assist Maricopa and its Covered Facilities in implementing and utilizing the GPO Services and to monitor performance of the Participating Suppliers.

## 6. Agency and Own Use.

6.1 Designation as Agent. As provided in the GPO Safe Harbor, Maricopa designates MedAssets as Maricopa's, and each Covered Facility's agent to perform the services set forth in this SOW.

If any Participating Supplier permits Maricopa (or any Covered Facility) to purchase under any Supplier Agreement after expiration of this SOW or any Covered Facilities' participation under this SOW, then MedAssets continues to be that entity's agent with respect to those purchases for the limited purposes of: (i) collecting and forwarding supplier rebates; (ii) collecting Administrative Fees; and (iii) managing Supplier Agreements (in MedAssets' discretion). This paragraph survives expiration or other termination of this SOW.

6.2 Scope of Agency. Maricopa and Covered Facilities shall not engage any GPO Competitor to provide any services substantially similar to the services MedAssets provides under this SOW, or to handle collection and transmittal Rebates.

6.3 Own Use. Maricopa hereby represents to and covenants with MedAssets that all purchases made through the GPO Services by Maricopa shall be made for Maricopa's "own use" and consumption. Maricopa shall comply with the restrictions on use and resale of products set forth in Abbott Laboratories vs. Portland Retail Druggists Assn., Inc. 425 U.S. 1 (1976) and its successor line of cases and further shall comply with the Prescription Drug Marketing Act of 1987, as applicable. Maricopa shall indemnify and hold MedAssets harmless from any and all manner of liability including, but not limited to, costs of defense resulting from any breach by Maricopa of this Section 6.3.

## 7. Administrative Fees and Payments.

7.1 Administrative Fee Disclosure. MedAssets discloses and Maricopa acknowledges that during the term of this Agreement MedAssets will receive Administrative Fees from Participating Suppliers which are based on purchases made by Maricopa. Maricopa acknowledges that this Administrative Fee is not fixed at the same amount in each Supplier Agreement, and that the Supplier Agreements provide for Administrative Fees equal to three percent or less of the purchase price of the goods or services purchased by Maricopa under the Supplier Agreements.

MedAssets will report to Maricopa, in writing, on a basis not less frequently than annually, and to the Secretary of Health and Human Services, on request, the amount received from Participating Suppliers with respect to purchases made by or on behalf of Maricopa, sorted by Participating Supplier.

Maricopa and each Covered Facility understand that the discounted pricing and any Shareback provided under the Agreement, as well as the value of any Services provided at less than full price, may be a "discount" within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) of the Social Security Act and the regulations promulgated hereunder at 42 C.F.R. Section 1001.952(h) and that Maricopa may have an obligation to report this discount to any state or federal program which provides cost or charge-based reimbursement to Maricopa for the items to which the discount applies.

7.2 **Rebate(s).** MedAssets shall remit to Maricopa 100% of all Rebate(s) received on purchases made by Maricopa. MedAssets shall pay any such Rebate(s) within 60 days of the cumulative value of such Rebate(s) exceeding \$100, but in no event more frequently than on a quarterly basis.

7.3 **Reporting.** MedAssets shall provide the Report to Maricopa with the Shareback. MedAssets will maintain a sales information database that is based on reports received from Participating Suppliers. The database, and all data within it, shall be and remain the property of MedAssets.

7.4 **Revenue Sharing.** For purchases made subsequent to the GPO Services Effective Date, MedAssets shall pay Maricopa: (i) 60% of the Administrative Fees MedAssets receives from Participating Suppliers, including Administrative Fees received which are derived from purchases through the Construction and Facilities Management program but not including those Administrative Fees received which are derived from purchases made through Custom Agreements; and (ii) 50% of the Administrative Fees MedAssets receives which are derived from purchases made through Custom Agreements (the "Shareback") provided that (a) Maricopa has not breached a material term of the Agreement that remains uncured; and (b) the aggregate Shareback due for the period being calculated is in excess of \$500. In the event that MedAssets has withheld Shareback for breach by Maricopa, MedAssets agrees to pay such withheld Shareback upon the cure of any such breach as reasonably determined by MedAssets. In the event that the aggregate Shareback is less than \$500 (an "Unvested Shareback Amount"), MedAssets shall have no obligation to pay such amount, but it shall add the Unvested Shareback Payment to subsequent period's Shareback calculation until such time as the aggregate Unvested Shareback Amounts and the Shareback for the period then being calculated exceeds, in the aggregate, \$500. At such time as the aggregated amount exceeds \$500, the Shareback payment right shall vest and be due to Maricopa. MedAssets shall pay any earned and vested Shareback within 60 days following the end of each semi-annual period. MedAssets shall have no obligation to make a Shareback payment after an early termination of the Agreement for any reason whatsoever.

Notwithstanding anything to the contrary stated herein, MedAssets shall not be obligated to pay Shareback to Maricopa in the event that: (i) a Participating Supplier contractually prohibits MedAssets from sharing Administrative Fees with MedAssets' members; (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 Maricopa; or, (iii) a change in law or regulation occurs which MedAssets' legal counsel reasonably believes prohibits MedAssets from sharing such Administrative Fees with its members.

**8. Additional Limitation of Liability.** MedAssets shall have no obligation to provide support services for: (i) any professional services provided by MedAssets outside of the scope of this SOW; (ii) any non-MedAssets computer programs, technology or hardware; (iii) any data conversion, template construction or interface design, other than as specifically set forth solely with respect to Maricopa's systems and data as provided on the date of the completion of the applicable Setup Services; (iv) any data conversion, template construction or interface design arising out of or relating to a change in Maricopa's system and data at any time during the SOW Term; and/or, (v) any MedAssets software that is not the most recent version or release. Any failure of Maricopa to pay all applicable fees for the Services as they come due shall, at MedAssets' sole option, immediately discharge MedAssets of any obligation to provide support services hereunder.

**9. Schedules and Exhibits.** The following Schedules and Exhibits are attached thereto and are to be considered an integral part hereof and are incorporated into the Agreement by this reference:

- Exhibit A: Shareback Report
- Schedule 1: List of Covered Facilities
- Schedule 2: The Custom Contract Services

**EXHIBIT A TO THE  
SOW FOR THE GROUP PURCHASING SERVICES  
SAMPLE SHAREBACK REPORT**

**Manufacturer Report**

01/22/2008 08:57 AM  
ID: XXXXXXXXXXXX

Report No: 2201

Fac #	Facility Name	City	ST	All Purchases Through 9/2006				Purchases Made 10/2006 - 12/2006				Purchases Made 1/2007 - 3/2007				Purchases Made 4/2007 - 6/2007				Purchases Made 7/2007 - 9/2007				Purchases Made 10/2007 - 12/2007			
				New Volume	New Fees	Total Volume	Total Fees	Previous Fees	New Fees	Total Volume	Total Fees	Previous Fees	New Fees	Total Volume	Total Fees	Previous Fees	New Fees	Total Volume	Total Fees	Previous Fees	New Fees	Total Volume	Total Fees	Current Fees	Total New Fees		
XXXXX	Name	Avon	IN	C	0	0	361	8	8	0	577	14	0	8	178	52	1	51	1,028	16	0	10	2,271	65	136		
XXXXX	Name	Indianapolis	IN	C	0	0	24,784	497	497	0	7,916	158	1	157	3,512	81	1	85	1,015	30	0	30	267	0	272		
Grand Total of Manufacturer Purchases:				1,008	8	148	29,975,569	551,633	579,527	1,806	29,839,115	730,570	666,488	64,481	12,705,376	752,432	100,044	857,484	28,449,938	94,018	0	64,016	11,111,147	179,852	1,549,572		

**Distributor Report**

01/22/2008 08:57 AM  
ID: XXXXXXXXXXXX

Report No: 2201

Fac #	Facility Name	City	ST	All Purchases Through 9/2006				Purchases Made 10/2006 - 12/2006				Purchases Made 1/2007 - 3/2007				Purchases Made 4/2007 - 6/2007				Purchases Made 7/2007 - 9/2007				Purchases Made 10/2007 - 12/2007			
				New Volume	New Fees	Total Volume	Total Fees	Previous Fees	New Fees	Total Volume	Total Fees	Previous Fees	New Fees	Total Volume	Total Fees	Previous Fees	New Fees	Total Volume	Total Fees	Previous Fees	New Fees	Total Volume	Total Fees	Current Fees	Total New Fees		
XXXXX	Name	Avon	IN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,203	80	0	30	0	0	30		
XXXXX	Name	Indianapolis	IN	-30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		

**Facility Report**

01/22/2008 08:57 AM  
ID: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Report No: 2201

Fac #	Facility Name	City	ST	All Purchases Through 9/2006		Purchases Made 10/2006 - 12/2006		Purchases Made 1/2007 - 3/2007		Purchases Made 4/2007 - 6/2007		Purchases Made 7/2007 - 9/2007		Purchases Made 10/2007 - 12/2007		Total New Fees
				Manufacturer	Distributor	Manufacturer	Distributor	Manufacturer	Distributor	Manufacturer	Distributor	Manufacturer	Distributor	Manufacturer	Distributor	
XXXXX	Name	Avon	IN	0	0	0	0	8	0	51	0	16	30	63	0	167
XXXXX	Name	Indianapolis	IN	0	0	0	0	157	0	85	0	30	0	0	0	272

**Program Fee Summary**

01/22/2008 08:57 AM  
ID: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Report No: 2201

Fac #	Facility Name	City	ST	Med/Surg	Pharmacy	Laboratory	Dietary	Others	Total New Fees
XXXXX	Name	Avon	IN	160	6	1	0	0	167
XXXXX	Name	Indianapolis	IN	77	0	195	0	0	272
Totals:				967,285	625,673	148,027	97,311	8	1,838,303

**SCHEDULE 1 TO THE  
SOW FOR THE GROUP PURCHASING SERVICES**

**LIST OF COVERED FACILITIES**

<b>Clinic Name</b>	<b>Org #'s</b>	<b>Address</b>
Maricopa Integrated Health System		2601 E Roosevelt Street, Phoenix, AZ 85008
Maricopa Medical Center		2611 E Pierce, Phoenix, AZ 85008
Finance	2601	234 N. Central Ave., # 5000, Phoenix, AZ 85004
Office of the Director	2601	234 N. Central Ave., # 5000, Phoenix, AZ 85004
Human Resources	2601	234 N. Central Ave., # 5000, Phoenix, AZ 85004
Durango	2612	3225 W. Gibson Lane, Phoenix, AZ 85009
Estrella Outpatient	2622	2939 W. Durango St., Phoenix, AZ 85009
Estrella Support	2625	2939 W. Durango St., Phoenix, AZ 85009
Towers	2632	3127 W. Gibson Lane, Phoenix, AZ 85009
LBJ Outpatient	2662	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Mental Health	2663	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Infirmary	2664	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Staffing	2610	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Dental	2665	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Radiology	2666	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ RTC	2604	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ CEP	2604	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Med Supply	2605	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Admin	2610	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Quality Mngmt	2681	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Utilization	2682	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
LBJ Education	2682	3250 W. Lower Buckeye Rd., Phoenix, AZ 85009
4th Ave Outpatient	2672	201 S. 4th Avenue, Phoenix, AZ 85003
4th Ave Dental	2673	201 S. 4th Avenue, Phoenix, AZ 85003
4th Ave Intake	2674	201 S. 4th Avenue, Phoenix, AZ 85003
4th Ave Radiology	2675	201 S. 4th Avenue, Phoenix, AZ 85003

Maricopa shall provide information regarding any additional owned sites (including, but not limited to warehouses, administrative offices, physician offices, clinics, surgery centers, etc.) within 5 days of the GPO Services Effective Date in order to update Schedule 1 and provide access to the GPO Services (including access to the MedAssets Group Purchasing Portfolio) for such sites. Failure to provide may delay the price effective dates for the Covered Facilities.

**SCHEDULE 2 TO THE  
SOW FOR THE GROUP PURCHASING SERVICES**

**LIST OF CUSTOM AGREEMENTS**

**This Schedule reflects the current Custom Agreements as of the GPO Services Effective Date. The Parties agree that this Schedule shall automatically be revised to add new Custom Agreements as they are executed.**

<b>MedAssets Contract Nbr</b>	<b>Supplier</b>
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## SOW FOR CONSTRUCTION AND FACILITIES PROJECT MANAGEMENT

### 1. Term and Termination.

1.1 **SOW Term.** Construction and Facilities Project Management (the "Construction and Facilities Project Management") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence on the Effective Date (the "Construction and Facilities Project Management Effective Date") and continue for 60 months (the "Construction and Facilities Project Management Term").

1.2 **SOW Termination.** If either Party breaches any material provision of this SOW, the non-breaching Party shall provide written notice of such breach to the other Party. If the breaching Party has failed to cure the breach within 30 days after receiving written notice, the non-breaching Party may, in its sole discretion, terminate this SOW by providing a letter of termination to the breaching Party specifying the exact date of termination.

2. **Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites may not be grouped under a common name). MedAssets has no obligation to provide the Construction and Facilities Project Management to any site not specifically listed below. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
7554	Maricopa Medical Center	2611 E. Pierce	Phoenix	AZ	85008

3. **Definitions.** Capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Agreement. In addition, the following definitions apply to the Construction and Facilities Project Management:

Construction and Facilities Project Management includes those certain Supplier Agreements which may be accessed by any Covered Facility pursuant to Section 5.2 and technology or staff to support a Covered Facilities' design, construction, engineering, maintenance, repair, and operations processes. Such support includes utilization of MedAssets' contracts, vendors, technology, and onsite support personnel for any facility or building system; controls; capital equipment; and furnishings for construction, renovation and/or capital projects.

FF&E means furniture, fixtures and equipment.

4. **Fees.** The Construction and Facilities Project Management shall be provided in consideration of the Administrative Fees retained by MedAssets under Section 7.4 of the SOW for the Group Purchasing Services.

### 5. Description and Obligations of the Parties.

5.1 **Description of the Construction and Facilities Project Management.** MedAssets integrates the activities of architects, engineers, third party equipment planners and consultants involved in the Construction and Facilities Project Management in an effort to create a positive financial outcome for Maricopa. MedAssets will assist the Covered Facilities in the daily maintenance, repair, and operations purchases to reflect Covered Facility's building standardization efforts and assist Covered Facilities in decreasing associated operational costs.

5.2 **Obligations of Covered Facility.** Covered Facility will provide MedAssets with information related to its plans regarding applicable purchases and use its best efforts to utilize MedAssets contracted vendors for the following:

- (i) the exterior and interior building systems procurement if deemed acceptable by Maricopa, to include the following categories and new categories as added to the Supplier Agreements: fabricated steel; HVAC/mechanical; electrical; plumbing; waterproofing & roofing; plaster & gypsum board; elevators; low voltage systems; doors/hardware; ceiling tile systems; flooring systems; paints & coatings; signage; Interior lighting; structured cabling; nurse call systems; clinical headwalls; cubicles; manufactured casework; pneumatic tube systems; medical gas systems; integrated automation; electronic controls and building automation; security systems; fire detection and alarm systems;
- (ii) medical equipment procurement if deemed acceptable by Maricopa to include the following

categories and new categories as added to the Supplier Agreements; arthroscopy/endoscopy systems; 3D clinical solutions; ventilators; warmers; airway clearance systems; anesthesia equipment; anesthesia monitoring machines; beds & accessories; blood pressure monitoring equipment; bone densitometry/mammography; brachytherapy; gamma imaging; cardiology & information systems; cardiology equipment; communications systems; computed radiography; computed aided detection; controlled temperature equipment; convertible chairs; critical care ventilation systems; defibrillators; diagnostic imaging equipment; digital radiography; electrosurgical systems; endoscopy equipment & supplies; MRI; gas plasma sterilization systems; ultrasound equipment; heart monitoring equipment; hyperthermia systems; imaging equipment; infection control; balloon pumps; laminar flow hoods; medication dispensing automation equipment; microscopes; patient monitoring equipment; patient warming equipment; neurodiagnostics; neuro sleep equipment; hearing screening equipment; PACS; patient lifting equipment; perinatal equipment; pharmacy hoods and equipment; picture archiving systems; pneumatic tube systems; procedural chairs; radiology oncology equipment; refrigerator equipment; rehab equipment; surgical tables; stretchers; surgical lights & booms; surgical power equipment; surgical workspace; thrombectomy/emolectomy; total building environments; urology tables & accessories; ventilators; video integration equipment; and

- (iii) furniture and artwork, if deemed acceptable by Maricopa; to include the following categories and new categories as added to the Supplier Agreements: systems furniture; patient room furniture; office furniture; seating; tables; kitchen/cafeteria furniture; artwork; wall coverings & accessories.

**5.3 Obligations of MedAssets.** MedAssets will provide:

- (i) periodic updates regarding the Construction and Facilities Project Management activity; and
- (ii) a capital/construction field support resource to help identify savings, communicate to the contractors and provide Maricopa with periodic progress reports

**5.4 Intentionally Omitted.**

**5.5 Revenue Sharing.** The Shareback provided under the SOW for the Group Purchasing Services Section 7.4 will include Administrative Fees (as defined in the Agreement or such SOW) received by MedAssets which are derived from purchases made by Maricopa through the Construction and Facilities Project Management.

**6. Information Disclaimer.** Covered Facility acknowledges and agrees that certain information within the Construction and Facilities Project Management is provided to MedAssets by third parties, by Covered Facility, or is developed using information provided to MedAssets by third parties, and as such MedAssets is not responsible for the accuracy or completeness of the information within the Construction and Facilities Project Management. Nothing contained in the Construction and Facilities Project Management is intended to replace the independent medical judgment of a health care professional and MedAssets is not liable for any damages arising out of reliance on the information generated or used as part of the Construction and Facilities Project Management.

## SOW FOR ECOMMERCE EXCHANGE

### 1. Term and Termination.

1.1 **SOW Term.** The eCommerce Exchange services ("eCommerce Exchange") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence on the Effective Date (the "eCommerce Exchange Effective Date") and continue for 60 months (the "eCommerce Exchange Initial Term"). eCommerce Exchange will automatically renew for successive one year extensions unless either Party gives written notice to the other Party at least 90 days prior to the expiration of the then current term of its desire not to renew. Collectively, the eCommerce Exchange Initial Term and all renewals thereafter shall be called the "eCommerce Exchange Term".

1.2 **SOW Termination.** If either Party breaches any material provision of this SOW, the non-breaching Party shall provide written notice of such breach to the other Party. If the breaching Party has failed to cure the breach within 30 days after receiving written notice, the non-breaching Party may, in its sole discretion, terminate this SOW by providing a letter of termination to the breaching Party specifying the exact date of termination.

2. **Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each site shall be listed individually (i.e. multiple sites shall not be grouped under a common name). MedAssets shall have no obligation to provide eCommerce Exchange to any site not specifically listed below. During the eCommerce Exchange Term, Maricopa may add a site to the list of Covered Facilities through a signed amendment and at an additional cost. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008

3. **Definitions.** Capitalized terms not otherwise defined herein have the meaning assigned to them in the Agreement.

### 4. Fees and Payment Terms.

4.1 **Fee.** The annual maintenance fee for eCommerce Exchange equals \$7,000 (the "eCommerce Exchange Annual Fee").

**HOWEVER, THE ECOMMERCE EXCHANGE SERVICES ARE BEING PROVIDED FOR IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED UNDER SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEE SET FORTH IN THIS SECTION 4.1 IS FOR DISCLOSURE PURPOSES ONLY.**

In addition, 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. For the avoidance of doubt, Maricopa remains responsible for: (i) any expenses relating to the procurement or maintenance of any required eCommerce Exchange compatible software or hardware; (ii) preparing transactions for transmission and sending them to eCommerce Exchange; (iii) picking up transactions from eCommerce Exchange and pulling them into Maricopa's MMIS or ERP system; and (iv) any servers necessary for hosting eCommerce Exchange. Maricopa shall notify MedAssets in writing prior to making any change to its MMIS that may affect connectivity to eCommerce Exchange. If MedAssets, in its discretion, determines that a change to Maricopa's MMIS system, or addition of new Maricopa Facilities requires a re-implementation or additional configuration of eCommerce Exchange, then: (i) MedAssets will promptly notify Maricopa; and (ii) the Parties shall agree to an equitable fee to MedAssets to compensate MedAssets for the reimplementation of eCommerce Exchange.

4.2 **Intentionally Omitted.**

4.3 **Expenses.** In addition to professional fees, if Maricopa requires training or implementation of eCommerce Exchange to be performed onsite at its location or a Covered Facility location then, Maricopa shall reimburse MedAssets for reasonable and customary expenses, including but not limited to regular coach airfare, hotel,

rental car, long distance phone calls, express mail and high-volume document production, in accordance with Section 4.3 of the Agreement.

## **5. Description, Deliverables and Obligations of the Parties.**

5.1 Description. eCommerce Exchange is a data exchange program which allows Maricopa to conduct EDI transactions with multiple vendors through a single EDI connection.

5.2 Deliverables. If Maricopa requests new EDI transaction set that MedAssets has not implemented as of the eCommerce Exchange Effective Date, the Parties shall mutually agree to the additional compensation amount to be paid to MedAssets before integration work begins on such transactions. Maricopa may process supported EDI transaction sets through eCommerce Exchange with any vendor that: (i) is connected to eCommerce Exchange and agrees to remain connected either directly, or indirectly through that vendor's third party ecommerce exchange partner, who in turn agrees to be connected to eCommerce Exchange; and (ii) is EDI integrated with MedAssets for the Maricopa Transaction Sets. MedAssets does not guarantee that any particular vendor is, or will remain, EDI-integrated, or that any particular vendor, or vendor transaction sets will remain part of the MedAssets' portfolio. MedAssets determines, in its discretion, which additional vendors (if any) and transaction sets for those vendors (if any) will be connected to eCommerce Exchange.

### **5.3 Integration Connectivity.**

5.3.1 Software Requirements. Maricopa shall utilize software for integration connectivity that has been successfully tested for interoperability with the eCommerce Exchange trading engine. A list of compatible software is available at [www.drummondgroup.com](http://www.drummondgroup.com). MedAssets does not make any warranties with respect to such software.

5.3.2 Axway License. If Maricopa requires software for integration connectivity, then MedAssets may purchase for Maricopa an Axway license. Any such purchase is made in MedAssets' discretion and is subject to any limitations that MedAssets determines to be reasonable. Limitations include, but are not necessarily limited, to the following:

- Maricopa shall utilize Axway solely to connect to eCommerce Exchange;
- at the end of the eCommerce Exchange Term, Maricopa may continue to use Axway only if Maricopa pays MedAssets the maintenance and support fees associated with the software;
- no license agreement that MedAssets purchases for Maricopa will exceed the Term of this Agreement; and
- MedAssets has no liability arising out of Maricopa's installation, use, discontinued use, or de-installation of Axway.

Maricopa is responsible for all network, server, and application maintenance and support for Axway. MedAssets may purchase temporary maintenance coverage and technical support for Maricopa, but any such purchase is in MedAssets' discretion and is subject to any limitations that MedAssets determines to be reasonable.

MedAssets does not provide any servers or other hardware that may be required for Maricopa to install and run Axway.

5.4 Operating Software. Ecommerce Exchange requires certain operating software and, upon request, MedAssets will provide Maricopa with a list of compatible software. MedAssets does not provide any software to generate purchase orders within Maricopa's MMIS or ERP system, to translate non-EDI data into EDI format, or to load into the MMIS or ERP system any purchase order acknowledgments, advance ship notifications, or invoices that Maricopa may receive.

5.5 Inbound Transaction Monitoring Requirement. Maricopa shall use commercially reasonable efforts to manually or electronically check: (i) its mailbox if using a Value Added Network (VAN); or (ii) its assigned directory if using Axway, at least once every half hour including weekends and supplier-observed local, state and national holidays, to minimize interruptions in the processing of those transactions that MedAssets sends Maricopa.

5.6 EDI Transaction Set Specifications. Maricopa shall ensure each electronic transaction submitted to

MedAssets confirms to the requirements set forth in MedAssets EDI Transaction Set Specifications, which shall be provided upon implementation. Maricopa understands that MedAssets may modify the Transaction Set Specifications at any time in MedAssets' discretion. Except as set forth herein, Maricopa shall comply with any revised requirements within 60 days after publication of the revised Transaction Set Specifications. Maricopa may be required to comply with revised requirements within a shorter period of time if necessary to comply with any applicable law or regulation. MedAssets may reject any transaction that does not conform to the applicable Transaction Set Specifications. MedAssets may modify the Transaction Set Specifications and set the compliance dates that Maricopa shall incorporate. Prior to the initial data transmission, Maricopa shall test, and cooperate with MedAssets in testing Maricopa's operating system to ensure the accuracy, timeliness, completeness and confidentiality of the data transmissions.

**5.7 Security Requirements and Procedures.** Each Party shall employ commercially reasonable efforts to prevent unauthorized access to: (i) its own, and the other Party's, transmission and processing systems; (ii) the transmissions, themselves; and, (iii) the control structure applied to transmissions. Each Party is 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, as the other Party directs. If for any reason, whether under their control or not, either Party becomes aware of any interruption in service, or inability to exchange electronic documents, it shall promptly notify the other Party by email of such interruption or inability.

**5.8 Conforming Transactions.** Both Parties shall 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 eCommerce Exchange transaction, then that Party shall promptly notify the sending Party of the specific defect (if the sending Party is identifiable in the document received). If the receiving Party fails to give notice to the sending Party that the data received is unintelligible (and if the sending Party is identifiable from a defective document), then the records of the sending party govern that transaction. If the sending Party is not identifiable from the defective document, then the records of the Party receiving the document govern.

**5.9 System Limitations.** ECommerce Exchange does not support XML and does not integrate with VPN software. MedAssets does not support the use or creation of VPNs (virtual private network) between MedAssets and Maricopa. Neither Maricopa nor MedAssets accepts responsibility for technical or operational difficulties that arise out of third-party service providers' business obligations and requirements that undermine transaction exchange between Maricopa and MedAssets.

**5.10 MedAssets Changes to eCommerce Transactions.** Upon Maricopa's written consent, MedAssets will utilize technology to implement mutually agreed upon customer specific business rules that will be applied to eCommerce transactions submitted through eCommerce Exchange. All business rules will be pre-approved by Maricopa in writing before implemented and once implemented may result in automatic changes to Maricopa's eCommerce transactions. All changes will be made in strict accordance with Maricopa's pre-approved business rules and are for the sole benefit of Maricopa. Some examples of changes that may occur as a result of enforcing Maricopa's specific business rules include increasing purchase order quantity to avoid supplier imposed minimum order charges or making Maricopa approved product substitutions to enforce contract compliance. The Parties shall agree to an equitable fee to MedAssets to compensate MedAssets for the development and implementation of such services. If at any time Maricopa does not wish for MedAssets to implement customer specific business rules then Maricopa may submit an opt-out notice to MedAssets in writing and MedAssets will not make any changes to Maricopa's purchase orders going forward.

**6. HIPAA Not Applicable; PHI Not Accepted.** Regardless of any provision in the Agreement, or this SOW, to the contrary, eCommerce Exchange does not involve any access, use or disclosure by MedAssets of any Covered Facility'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"). MedAssets is not a "business associate" (as defined in HIPAA) of any Covered Facility. Covered Facility acknowledges and agrees that MedAssets does not have the ability to redact or remove PHI from any document received from Covered Facility pursuant to this SOW. If Covered Facility transmits any PHI to MedAssets in any purchase order or other document pursuant to this SOW, Covered Facility acknowledges and agrees that MedAssets will not be liable for transmitting that PHI to any applicable vendor.

## SOW FOR TRANSACTION MANAGEMENT SERVICES

1. **Term.** The Transaction Management Services ("TMS") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence upon the Effective Date (the "TMS Effective Date") and continue for 60 months (the "TMS Initial Term"). TMS will automatically renew for successive one year extensions unless either Party gives written notice to the other Party at least 90 days prior to the expiration of the then current term of its desire not to renew. Collectively, the TMS Initial Term and all renewals thereafter shall be called the "TMS Term".

2. **Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each site shall be listed individually (i.e. multiple sites shall not be grouped under a common name). MedAssets shall have no obligation to provide TMS to any site not specifically listed below. During the TMS Term, Maricopa may request MedAssets to add a site to the list of Covered Facilities through an amendment and at an additional cost. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008

3. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

### 4. Fees and Payment Terms.

#### 4.1 Fees.

4.1.1 **Annual Fee.** The annual fee for TMS shall equal \$18,295 (the "TMS Annual Fee"). **HOWEVER, TMS IS BEING PROVIDED FOR IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED UNDER SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEE SET FORTH IN THIS SECTION 4.1 IS FOR DISCLOSURE PURPOSES ONLY.**

4.1.2 **Additional Processing Fee.** The TMS Annual Fee includes up to an average of 13 outbound, non-EDI purchase order transactions per day ("Maximum Daily Average") and activates a maximum of 500 vendor accounts. If the average number of daily outbound, non-EDI transactions (calculated over any 30 day period) exceeds the Maximum Daily Average by 25% or more, or if Maricopa requests services that are not part of TMS, then (i) MedAssets will promptly notify Maricopa and (ii) the parties must agree to an equitable increase in the TMS Fee.

#### 4.2 Intentionally Omitted.

4.3 **Expenses.** In addition to the fees above, if Maricopa requires training or implementation of services to be performed onsite at its location or a Covered Facility location then, Maricopa shall reimburse MedAssets for reasonable and customary expenses, including but not limited to regular coach class airfare, hotel, rental car, long distance phone calls, express mail and high-volume document production, in accordance with Section 4.3 of the Agreement.

### 5. Description, Deliverables and Obligations of the Parties.

5.1 **Description.** Covered Facilities may utilize TMS to process purchase orders electronically through TMS.

5.2 **Deliverables.** For each purchase order that Maricopa submits through TMS MedAssets issues a corresponding purchase order to the applicable vendor. MedAssets employs commercially reasonable efforts to obtain timely confirmation from the vendors that they received Maricopa's purchase orders. However, MedAssets does not warrant that any particular vendor will necessarily accept or confirm receipt of Maricopa's purchase order or that any vendor will do so in a timely manner.

5.3 **Maricopa Responsibilities.** Maricopa shall:

- (i) submit applicable purchase orders to MedAssets through TMS;
- (ii) obtain standard reports using the Transaction Center (MedAssets' web portal order management tool) for any Maricopa purchase data processed through TMS; and
- (iii) assist MedAssets in resolving the root cause of any pricing discrepancies identified by Maricopa or MedAssets.

5.4 MedAssets Responsibilities. MedAssets shall:

- (i) issue a corresponding purchase order, by telephone, facsimile, EDI or other means in MedAssets' sole discretion, to the vendor for each purchase order submitted by Maricopa;
- (ii) subject to certain limitations, work with the applicable vendor to obtain confirmation that the vendor received the purchase order;
- (iii) provide Maricopa real-time status of Maricopa's TMS purchase orders and vendors' confirmations through the Transaction Center; and
- (iv) provide Maricopa with routine notifications identifying discrepancies between the MedAssets enrolled contract price, purchase order price and vendor acknowledged price. MedAssets employs commercially reasonable efforts to identify the root cause of these price discrepancies, the recommended corrective action, but does not warrant that any pricing discrepancies will be identified. For the removal of doubt, MedAssets does not resolve price discrepancies at the purchase order or invoice transactional level.

**6. HIPAA Not Applicable; PHI Not Accepted.** Regardless of any provision in the Agreement, or this SOW, to the contrary, TMS does not involve any access, use or disclosure by MedAssets of any Covered Facility'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"). MedAssets is not a "business associate" (as defined in HIPAA) of any Covered Facility. Covered Facility acknowledges and agrees that MedAssets does not have the ability to redact or remove PHI from any document received from Covered Facility pursuant to this SOW. If Covered Facility transmits any PHI to MedAssets in any purchase order or other document pursuant to this SOW, Covered Facility acknowledges and agrees that MedAssets will not be liable for transmitting that PHI to any applicable vendor.

## SOW FOR SPEND ANALYTICS - ADVANCED

**1. SOW Term.** Spend Analytics - Advanced ("Spend Analytics") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets"). Spend Analytics shall commence on the Effective Date (the "Spend Analytics Effective Date") and continue for a period of 60 months therefrom ("Spend Analytics Initial Term"). Spend Analytics will automatically renew for successive one year extensions unless either Party gives written notice to the other Party at least 90 days prior to the expiration of the term of its desire not to renew. Collectively, the Spend Analytics Initial Term and all renewals thereafter shall be called the "Spend Analytics Term".

**2. Covered Facilities.** Individual facilities covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. The Parties must list each facility individually (i.e., the Parties may not group multiple facilities under a common name). MedAssets has no obligation to provide the Spend Analytics to any facility not specifically listed below. During the Spend Analytics Term, Maricopa may request that MedAssets add a facility to the list of Covered Facilities through an amendment and at an additional cost. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008
7554	Maricopa Medical Center	2611 E Pierce	Phoenix	AZ	85008

**3. Definitions.** Any capitalized term not otherwise defined in this Section 3 has the meaning given to that term in the Agreement.

**4. Fees, Payment Terms, and Expenses.**

**4.1 Fees.** THE SPEND ANALYTICS ARE PROVIDED IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED UNDER SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEE IS SET FORTH IN THIS SECTION 4.1 IS FOR DISCLOSURE PURPOSES ONLY.

<b>Name: Spend Analytics</b>				
<b>Covered Facility Number</b>	<b>Covered Facility Name</b>	<b>Spend Analytics Implementation Fee</b>	<b>Spend Analytics Annual Maintenance Fee</b>	<b>Term of SOW</b>
See Section 2.	See Section 2.	\$21,000	\$70,000 (Set forth for disclosure purposes only.)	60 Months

**4.2 Intentionally Omitted.**

**4.3 Expenses.** Travel and reasonable lodging expenses are not included in the above fees and shall be paid by Maricopa in accordance with Section 4.3 of the Agreement.

**5. Description, Deliverables, and Obligations of the Parties.**

**5.1 Description.** Maricopa has identified the need for consultative services and Spend Analytics management tools to aggregate, analyze and recommend action on purchase order or closed receipt or detailed invoice data for the Covered Facilities. The purpose of the data aggregation is to provide a data repository for all Enterprise Resource Planning (the "ERP") system purchases from the Covered Facilities. The purpose of the analysis is to indicate possible savings and contracting opportunities found in moving non-contracted purchases to MedAssets or Maricopa's negotiated contracts. The analysis also provides information that aids in the maintenance of Maricopa's database(s), aggregates spend by category, and shows price variation for each Covered Facility.

**5.2 Obligations of Maricopa.** The Parties agree and acknowledge that the success of the Spend Analytics

implementation and monthly reporting process depends on the timely receipt and routine delivery of Maricopa's item file, purchase order, closed receipt, and/or detailed invoice data to MedAssets and active interaction between MedAssets and Maricopa's personnel. The following list of responsibilities is not all-inclusive, but generally outlines the responsibilities required to implement and utilize the Spend Analytics. Accordingly, the responsibilities of Maricopa are as follows:

- 5.2.1 Data Submission. Maricopa will provide MedAssets its data on a mutually agreed upon and consistent schedule in the specific standardized formats outlined in the provided MedAssets data requirements. All data shall be delivered to a dedicated FTP site. Maricopa agrees and acknowledges that all data must be submitted on schedule, include all requested data elements, and reflect accurate and agreed upon time periods in order for MedAssets to fulfill its responsibilities herein. Furthermore, MedAssets is under no obligation to provide the Spend Analytics described herein or credit monies to Maricopa if Maricopa fails to supply data necessary to implement the Spend Analytics within 90 calendar days of the Spend Analytics Effective Date during the implementation phase or after the established monthly data receipt date during the maintenance phase. In addition, the file layout of all data submissions shall remain consistent with the initial data submission unless agreed upon in advance and in writing by MedAssets. If standard reports or files do not exist and Maricopa Information Systems personnel create a data extraction process (i.e., scripts, etc.), MedAssets requires documentation of this data extraction process.
- 5.2.2 Date Range of Data. Maricopa will provide MedAssets with one month of data for the implementation phase described below. This month of data will be no earlier than either 1) the first complete month after the Spend Analytics Effective Date, or 2) the first complete month after implementation of the GPO Services described in the SOW for the Group Purchasing Services, whichever is later. During the subsequent maintenance phase described below, Maricopa will provide MedAssets with data monthly thereafter until the last the complete month 30 days prior to the Spend Analytics Term.
- 5.2.3 Implementation Phase. The implementation phase is defined as the period after Spend Analytics Effective Date until the initial load of Maricopa's data into the Spend Analytics Portal (the "Implementation Phase"). During the Implementation Phase, Maricopa shall:
- (i) provide a designate to act as the MedAssets liaison;
  - (ii) review and agree to work with MedAssets to revise the phases of Spend Analytics work flow;
  - (iii) provide MedAssets' technical and support staff contacts and contact information at Covered Facilities;
  - (iv) provide MedAssets the necessary item file, purchase order, closed receipt, and/or detailed invoice data in sufficient time (as mutually determined by Maricopa and MedAssets);
  - (v) provide data in MedAssets' specified electronic formats or other mutually agreed upon formats;
  - (vi) collaborate with the designated MedAssets Spend Analytics support staff in the event that data is problematic and does not facilitate the implementation time frame;
  - (vii) meet specified timelines as mutually agreed upon by MedAssets and Maricopa;
  - (viii) provide sufficient technical support in the event there are issues related to internet access or system issues that may be related to Maricopa's information systems;
  - (ix) develop Maricopa's custom catalog per the terms of the SOW for the Contract Catalog, if applicable;
  - (x) set aside sufficient time to be trained in the use of Maricopa's Spend Analytics portal and functionality based on a mutually agreed upon training schedule, location and method;
  - (xi) provide MedAssets a list of Spend Analytics portal users and contact information;
  - (xii) coordinate at least one initial meeting between MedAssets' team members and all end users; and
  - (xiii) remove any data Maricopa does not want analyzed by MedAssets before sending files for analysis.
- 5.2.4 Spend Validation. The "Spend Validation" is defined as the process that verifies Maricopa data and concludes the Implementation Phase. During the Spend Validation, Maricopa shall:
- (i) conduct an internal review of the first extract of data provided to MedAssets or provide MedAssets with a third party source of spend data such as AP or GL;
  - (ii) if a third party data source is provided for verification, review a spend comparison and summary

- provided by MedAssets;
- (iii) identify segments of supply spend not processed through the MMIS electronic system;
  - (iv) sign-off via the Spend Validation Acceptance Certificate or the Spend Validation Waiver as more fully described in Exhibit A and Exhibit B, respectively as attached hereto. If Maricopa does not notify MedAssets that it rejects the Spend Validation Acceptance Certificate within 30 days from the date provided then the Spend Validation Acceptance Certificate shall be deemed as being accepted by Maricopa. If the Spend Validation Acceptance Certificate or Spend Validation Waiver is accepted by Maricopa, but issues are identified at a later date, Maricopa may be subjected to additional fees for rework of data; and
  - (v) assist in ongoing periodic spend validation to the assigned account manager which will ensure the quality of extracts are not compromised.

**5.2.5 Maintenance Phase.** The maintenance phase is defined as the period after the load of Maricopa's data into the Spend Analytics portal until the end of the Spend Analytics Term (the "Maintenance Phase"). During the Maintenance Phase, Maricopa shall:

- (i) provide a designated liaison to interact with the MedAssets Spend Analytics analyst;
- (ii) provide a designated user(s) for Maricopa;
- (iii) provide all pertinent Maricopa item file, purchase order, closed receipt and/or detailed invoice data to MedAssets using the specified file formats within five days of the close of the month;
- (iv) remove any data they do not want analyzed by MedAssets before sending files for analysis;
- (v) maintain the accuracy of Maricopa's custom catalog per the terms of the SOW for the Contract Catalog, if applicable;
- (vi) commit to attend and participate in a recurring schedule of monthly Spend Analytics review conference calls; and
- (vii) act on all opportunities within 30 days or a mutually agreed upon time frame and provide MedAssets with a formal disposition and sign off on each opportunity and its associated value. If no disposition of each opportunity is provided within 30 days of delivery, then MedAssets will assume that the savings opportunity has been realized.

**5.2.6 Data Processing.** At MedAssets' discretion, MedAssets may itself, or through the engagement of subcontractor(s), develop and deploy repeatable reporting tools that enable Maricopa to provide the required data with the content listed in Section 5.2.1 above in order for MedAssets to fulfill its responsibilities under this SOW (collectively, the "Data Processing Services"). MedAssets owns any and all information, tools, and scripts that are developed as part of any Data Processing Services. MedAssets does not represent or warrant that the Data Processing Services will perform as intended or that the Data Processing Services will be fit for Maricopa's needs. If Data Processing Services are offered to Maricopa, then Maricopa agrees that it remains responsible for providing the data files pursuant to this SOW if the Data Processing Services are unsuccessful. Maricopa further consents to MedAssets', and if applicable, its subcontractor's, access to the (i) necessary Maricopa data files to prepare the data extract, including Customer Data that contains PHI, and (ii) the relevant data processing systems. Maricopa represents and warrants that it has obtained the requisite consents for MedAssets, and its permitted subcontractor(s,) to access the relevant data processing systems or any other third-party software required to perform the Data Processing Services, and that it is Maricopa's responsibility to provide MedAssets, and its permitted subcontractors, with any necessary documentation to memorialize the permissible access. Maricopa, and not MedAssets, is directly liable to any such third-party licensors for MedAssets', or its subcontractor's, access to the systems.

### 5.3 Obligations of MedAssets.

**5.3.1 Implementation Phase.** During the Implementation Phase, MedAssets shall:

- (i) implement the Spend Analytics;
- (ii) develop and maintain a hosted extranet Spend Analytics inquiry website for Maricopa;
- (iii) perform monthly data aggregation and analysis services;
- (iv) post the results of the aggregation and analysis services on the hosted Spend Analytics portal;
- (v) communicate the phases of Spend Analytics implementation and maintenance to Maricopa's designates;

- (vi) provide a specific MedAssets designate to manage the development and implementation process;
- (vii) provide sufficient technical and administrative support to meet mutually agreed upon development and implementation goals and timelines;
- (viii) work with Covered Facilities' materials managers and/or IT departments to explain the data requirements;
- (ix) establish a data requirements schedule for the Implementation Phase;
- (x) analyze transactional information from each Covered Facility;
- (xi) import analyzed information into the Spend Analytics portal;
- (xii) provide Help Desk support Monday-Friday from 7AM-6PM Central Time;
- (xiii) provide Spend Analytics training during the Implementation Phase based on a mutually agreed upon training schedule, location and method (standard training is web-based and travel expenses are an additional cost per Section 4.3);
- (xiv) work with Maricopa to establish a Maricopa user(s) to act as the Spend Analytics liaison to the Covered Facilities; and
- (xv) load data for purchases made before the Spend Analytics Effective Date at a cost of 1/12 of the Spend Analytics annual maintenance fee per month of history loaded.

**5.3.2 Maintenance Phase.** During the Maintenance Phase, MedAssets shall:

- (i) establish a monthly reporting schedule for the Maintenance Phase. Monthly reporting is dependent on the date of data receipt and validation and scheduling may vary;
- (ii) provide analyst support to meet the monthly reporting schedule and timelines;
- (iii) act as a Spend Analytics resource for Maricopa's user(s);
- (iv) process Covered Facility-reported purchase order, closed receipt or detailed invoice data within 30 days of receipt of complete and accurate data through the Spend Analytics program;
- (v) provide access to the Spend Analytics portal based on the terms and conditions of this SOW;
- (vi) aggregate purchase order, closed receipt or detailed invoice data such that it can be posted on the Spend Analytics portal and can be viewed in an aggregated fashion by contract, facility, group and/or region;
- (vii) provide standard reports hosted on the Spend Analytics portal;
- (viii) provide a report generator on the Spend Analytics portal;
- (ix) conduct a monthly Spend Analytics conference call with Maricopa to discuss the presentation of savings opportunities that may include the following reports: Contract Price Audit, Price Standardization Analysis, Non-Contract to Contract Conversions, Supply Vendor Contract Conversions, Supply Manufacturer Contract Conversions, and Standardization and Consolidation Opportunities;
- (x) provide Spend Analytics training during the Maintenance Phase based on a mutually agreed upon training schedule, location and method (standard training is web-based and travel expenses are an additional cost per Section 4.3);
- (xi) maintain website availability except for unforeseen events and special circumstances; and
- (xii) provide Help Desk and analyst support Monday-Friday from 7AM-6PM Central Time.

**6. Additional Terms and Conditions.**

**6.1 HIPAA.** The Parties agree and acknowledge that as of the Spend Analytics Effective Date, the Spend Analytics do not require the access, use or disclosure of Maricopa's protected health information as defined in HIPAA.

**6.2 Exhibits.** The following exhibits are attached thereto and are to be considered an integral part hereof and are incorporated into this SOW by reference:

- Exhibit A: Spend Validation Acceptance Certificate
- Exhibit B: Spend Validation Waiver

**EXHIBIT A TO THE  
SOW FOR SPEND ANALYTICS**

**SPEND VALIDATION ACCEPTANCE CERTIFICATE**

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**ACCEPTANCE OF SPEND VALIDATION:**

Maricopa hereby acknowledges and agrees that, as of the date set forth below, the Spend Validation has been reviewed and accepted. By accepting bellow, Maricopa agrees that the data provided to MedAssets is complete and wholly representative of the spend volume for Maricopa to include all relevant time periods for the baseline, Covered Facilities, general ledger accounts and sub-accounts. Maricopa also understands it is responsible for the consistency and quality of all future spend data sets. If Maricopa does not notify MedAssets that it rejects the Spend Validation Acceptance Certificate within 30 days from the date provided then the Spend Validation Acceptance Certificate shall be deemed as being accepted by Maricopa. If Maricopa elects to make material changes to the data sets at any future point, MedAssets is only responsible for processing data refreshes from the time of such election forward. Additionally, if Maricopa asks MedAssets to rework any previously submitted data sets due to changed, missing, inaccurate, or incomplete data, Maricopa will be subject to additional fees.

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***Accepted and Agreed to by:***

**Maricopa Integrated Health System**

Signature: Exhibit Only

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**EXHIBIT B TO THE  
SOW FOR SPEND ANALYTICS  
SPEND VALIDATION WAIVER**

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**SPEND VALIDATION WAIVER:**

Per Maricopa's request, Maricopa hereby acknowledges that a spend validation to a third party data source was not performed on the Spend Analytics data extract per the MedAssets data standards. As a result, Maricopa agrees to the following

- Maricopa certifies that the data is accurate and complete to the best of their knowledge.
- Maricopa acknowledges that MedAssets cannot validate that the information contained in the data extract is accurate and complete which may impact the integrity of the Spend Analytics.
- MedAssets is under no obligation to reprocess data for errors or omissions in the data extract.
- If Maricopa asks MedAssets to reprocess any data extract at a later date due to missing, inaccurate, or incomplete information, Maricopa will be subject to additional fees.

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***Accepted and Agreed to by:***

**Maricopa Integrated Health System**

Signature: Exhibit Only

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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## SOW FOR PHARMACY ANALYTICS

### 1. Term and Termination.

1.1 **SOW Term.** Pharmacy Analytics (the "Pharmacy Analytics") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence on the Effective Date (the "Pharmacy Analytics Effective Date") and continue for 60 months therefrom (the "Pharmacy Analytics Initial Term"). The Pharmacy Analytics will automatically renew for successive one year extensions unless either Party gives written notice to the other Party at least 90 days prior to the expiration of the then current term of its desire not to renew. Collectively, the Pharmacy Analytics Initial Term and all renewals thereafter shall be called the "Pharmacy Analytics Term".

1.2 **SOW Termination.** If either Party breaches any material provision of this SOW, the non-breaching Party shall provide written notice of such breach to the other Party. If the breaching Party has failed to cure the breach within 30 days after receiving written notice, the non-breaching Party may, in its sole discretion, terminate this SOW by providing a letter of termination to the breaching Party specifying the exact date of termination.

2. **Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites shall not be grouped under a common name). MedAssets has no obligation to provide the Pharmacy Analytics to any site not specifically listed below. During the Pharmacy Analytics Term, Maricopa may request MedAssets add a site to the list of Covered Facilities through an amendment and at an additional cost. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008
7554	Maricopa Medical Center	2611 E Pierce	Phoenix	AZ	85008

3. **Definitions.** Any capitalized term not otherwise defined in this Section 3 has the meaning given to that term in the Agreement.

### 4. Fees, Payment Terms and Expenses.

4.1 **Fees.** THE PHARMACY ANALYTICS ARE PROVIDED IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED UNDER SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEE IS SET FORTH IN THIS SECTION 4.1 ARE FOR DISCLOSURE PURPOSES ONLY.

<b>Name: Pharmacy Analytics</b>			
<b>Covered Facility Number</b>	<b>Covered Facility Name</b>	<b>Annual Maintenance Fee</b>	<b>Term of SOW</b>
See Section 2.	See Section 2.	\$15,364	60 Months

4.2 **Intentionally omitted.**

4.3 **Expenses.** Travel and reasonable lodging expenses are not included in the above fees and shall be paid by Maricopa in accordance with Section 4.3 of the Agreement.

### 5. Description and Obligations of the Parties.

5.1 **Description.** Pharmacy Analytics is a business intelligence solution that leverages daily price feeds from pharmacy wholesalers and analyst support to produce pharmacy spend analytics and facilitate resolution of price discrepancies.

5.1.1 Pricing Discrepancy and Potential Resolution. Pricing Discrepancy and Potential Resolution services include:

- daily review and audit of price discrepancies including documentation requirements for credit and rebill process (comparison of invoice, contract and multiple distributors); and
- daily review of outstanding price discrepancies (those pending credit and rebills)

5.1.2 Cost Effective Alternatives. Cost Effective Alternatives services include twice monthly updates including stock status availability at distributor.

5.1.3 Failure to Supply; Guaranteed Supply Reimbursement. Failure to Supply; Guaranteed Supply Reimbursement services include review of failure to supply guaranteed supply products.

5.1.4 Market Share Monitoring. Market Share Monitoring services include:

- high cost market share basket data;
- market share incentives and buying opportunities within specified measurement periods; and
- quantities required for purchase to optimize tier pricing levels.

5.2 Obligations of Maricopa. Maricopa agrees and acknowledges that the functionality of the Pharmacy Analytics depends on the integrity of Maricopa's data files provided by the pharmacy wholesaler and MedAssets' interaction with personnel from Maricopa. These responsibilities may not be all-inclusive, but generally outline the responsibilities required to implement and maintain the Pharmacy Analytics. Maricopa will.

- (i) complete the set-up form;
- (ii) complete the Maricopa set-up and implementation activities;
- (iii) review forms and processes with MedAssets via conference calls;
- (iv) complete Letters of Commitment (LOCs); and
- (v) provide all primary distributor contracts.

5.3 Obligations of MedAssets. MedAssets will:

- (i) complete the MedAssets account setup and implementation activities no earlier than 60 days after the MedAssets pharmacy program effective date;
- (ii) load Covered Facility information into the Pharmacy Analytics database;
- (iii) load past invoice activity into the Pharmacy Analytics database;
- (iv) perform testing as agreed or required to ensure the proper functioning of Pharmacy Analytics;
- (v) provide training to end users regarding the use of the Pharmacy Analytics web portal;
- (vi) review forms and processes with Maricopa via conference calls; and
- (vii) perform daily review and audit of pricing discrepancies on behalf of Maricopa.

6. **HIPAA**. The Parties agree and acknowledge that as of the Pharmacy Analytics Effective Date, the Pharmacy Analytics do not require the access, use or disclosure of Maricopa's protected health information as defined in HIPAA.

**SOW FOR CONTRACT CATALOG**

1. **Term.** Contract Catalog (the "Catalog") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence on the Effective Date (the "Catalog Effective Date") and continue for 60 months therefrom (the "Catalog Term").

2. **Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites shall not be grouped under a common name). MedAssets shall have no obligation to provide the Catalog to any site not specifically listed below. During the Catalog Term, Maricopa may request MedAssets to add a site to the list of Covered Facilities through an amendment and at an additional cost. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008
7554	Maricopa Medical Center	2611 E Pierce	Phoenix	AZ	85008

3. **Definitions.** Any capitalized term not otherwise defined in this Section 3 has the meaning given to that term in the Agreement.

4. **Fees, Payment Terms and Expenses.**

4.1 **Fees.** THE CONTRACT CATALOG IS PROVIDED IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED UNDER SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEES SET FORTH IN THIS SECTION 4.1 ARE FOR DISCLOSURE PURPOSES ONLY.

<b>Name: Contract Catalog</b>					
<b>Covered Facility Number</b>	<b>Covered Facility Name</b>	<b>Catalog Setup Fee</b>	<b>Catalog Annual Maintenance Fee</b>	<b>Term of SOW</b>	<b>Billing Frequency</b>
See Section 2.	See Section 2.	\$5,000	\$50,000	60 Months	Monthly

4.2 Intentionally Omitted.

4.3 Expenses. Travel and reasonable lodging expenses are not included in the above fees and shall be paid by Maricopa in accordance with Section 4.3 of the Agreement.

5. **Deliverables and Obligations of the Parties.** MedAssets shall build a Catalog containing MedAssets' and Maricopa's contracts in order to enable and enhance Maricopa's usage of Maricopa's contracts with vendors in accordance with the terms of the Agreement (the "Purpose").

5.1 Maricopa's Responsibilities. Maricopa agrees and acknowledges that the functionality and accuracy of the Catalog depends on the integrity of Maricopa's contract files and MedAssets' interaction with personnel from Maricopa. Maricopa further agrees that the accuracy of the Catalog is dependent upon their ability to electronically transmit updated information concerning contract changes and additions to MedAssets in a timely manner in accordance with the scheduled Catalog updates. As a result, the following lists of responsibilities may not be all-inclusive, but generally outline the responsibilities required to implement and maintain the Catalog. Maricopa's responsibilities are as follows:

5.1.1 Development Phase. The development phase is defined as the period after the Catalog Effective Date until the initial load of Maricopa's contracts into the Catalog (the "Development Phase"). During the Development Phase, Maricopa shall:

- (i) provide a specific Maricopa designate to act as the MedAssets liaison;
- (ii) review and work with MedAssets to revise the phases of implementation;

- (iii) work with the designated MedAssets Catalog administrator to add all applicable GPO contracts;
- (iv) meet specified timelines as mutually agreed upon by the Parties hereto;
- (v) provide all pertinent Maricopa custom contract information to the Catalog administrator using the specified contract maintenance worksheet, standard electronic price file format and other electronic documents by the mutually agreed upon timelines;
- (vi) follow the established contract input process when providing information to the MedAssets Catalog administrator;
- (vii) meet the necessary contract input deadline as mutually agreed upon by the Parties hereto;
- (viii) provide sufficient technical information and support in the event there are issues related to internet access or system issues that may be related to Maricopa's information systems; and
- (ix) set aside sufficient time to be trained during implementation based on a mutually agreed upon schedule, location and method.

5.1.2 Maintenance Phase. The maintenance phase is defined as the period after the initial load of Maricopa's data into the Catalog until the end of the Catalog Initial Term (the "Maintenance Phase"). During the Maintenance Phase, Maricopa shall:

- (i) provide a designated liaison to interact with the Catalog administrator;
- (ii) provide designated user(s);
- (iii) provide all pertinent Maricopa custom contract information including contract changes to the Catalog administrator using the specified contract maintenance worksheet, standard electronic price file format and other electronic documents;
- (iv) follow the established contract input process when providing information to the Catalog administrator;
- (v) provide Maricopa custom contracts and line item pricing with contract changes to the Catalog administrator based on established contract management timelines and formats;
- (vi) maintain locally negotiated contract information within a mutually agreed upon timeframe;
- (vii) review the list of expiring contracts on a monthly basis and provide MedAssets with updated information, changes, and/or cancellations on expiring contracts prior to the contract expiration date;
- (viii) proactively notify MedAssets of upcoming price changes, new contracts, and tiers;
- (ix) load price changes into their host MMIS and/or ERP system;
- (x) maintain correct distributor mark ups and tier settings;
- (xi) utilize the Catalog as part of their daily contract change or item add process;
- (xii) work with the Catalog administrator to remove any MedAssets' contracts that should be excluded from the Catalog based on this SOW; and
- (xiii) provide updated promotional and alerts information to the Catalog administrator based on a schedule agreed to by the Parties hereto.

## 5.2 MedAssets' Responsibilities.

5.2.1 Development Phase. During the Development Phase, MedAssets shall:

- (i) provide a MedAssets designate to manage the development and implementation process;
- (ii) communicate the phases of Catalog development and maintenance;
- (iii) include all or eliminate any GPO contracts as requested by Maricopa in writing or as specified in the Agreement;
- (iv) input Maricopa's custom contracts and line item pricing into the Catalog based on the established timelines and electronic document formats;
- (v) establish a contract load schedule for the Development Phase;
- (vi) provide sufficient technical and contract administrative support to meet mutually agreed upon development and implementation timelines;
- (vii) provide Help Desk support Monday-Friday from 7AM-6PM Central Time;
- (viii) provide Catalog training during implementation based on a mutually agreed upon training schedule, location and method; and
- (ix) work with Maricopa to establish user(s) to act as the catalog liaison to Maricopa.

5.2.2 Maintenance Phase. During the Maintenance Phase, MedAssets shall:

- (i) provide a designated Catalog administrator;
- (ii) act as a resource for Maricopa's user(s);
- (iii) provide sufficient Catalog administration support to properly maintain the contract management process for Maricopa;
- (iv) establish a contract load schedule for the Maintenance Phase of this SOW;
- (v) update contract information based on the established schedule;
- (vi) include all or eliminate any GPO contracts as requested by Maricopa in writing or as specified in this SOW;
- (vii) input Maricopa's custom contracts and line item pricing into the Catalog based on the established contract management timelines and electronic formats;
- (viii) develop and provide a customized contract maintenance worksheet and standard price file format document to Maricopa;
- (ix) maintain catalog availability except for unforeseen events and special circumstances; and
- (x) provide Help Desk support Monday-Friday from 7AM-6PM Central Time.

**6. HIPAA.** The Parties agree and acknowledge that as of the Catalog Effective Date, Catalog does not require the access, use or disclosure of Maricopa's protected health information as defined in HIPAA.

## SOW FOR CATALOG DATA SERVICES

1. **Term.** Catalog Data Services (the "Data Services") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence on the Amendment Effective Date (the "Data Services Effective Date") and continue for a period of 12 months therefrom (the "Data Services Initial Term"). The Data Services will automatically renew for successive one year extensions unless either Party gives written notice to the other Party at least 90 days prior to the expiration of the term of its desire not to renew. Collectively, the Data Services Initial Term and all renewals thereafter shall be called the "Data Services Term".

2. **Covered Facilities.** Individual facilities covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each facility must be listed individually (i.e. multiple facilities shall not be grouped under a common name). MedAssets has no obligation to provide the Data Services to any facility not specifically listed below. Customer may request MedAssets to add a facility to the list of Covered Facilities through an amendment and at an additional cost. Customer represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

ID	NAME	ADDRESS	CITY	ST	ZIP
54876	Maricopa Integrated Health System	2601 E. Roosevelt St.	Phoenix	AZ	85008

3. Intentionally Omitted.

4. **Fees.** THE DATA SERVICES ARE PROVIDED IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED IN SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEES SET FORTH IN THIS SECTION 4 ARE FOR DISCLOSURE PURPOSES ONLY.

Name: Data Services					
Covered Facility Number	Covered Facility Name	Data Services Implementation Fee	Data Services Annual Maintenance Fee	Term of SOW	Billing Frequency
54876	Maricopa Integrated Health	\$2,000	\$2,000	12 Months	Monthly

Services outside the scope of Section 5 or for file formats not listed on Exhibit A (each an "Additional Service") require an additional fee. Any such additional fee shall be mutually agreed to by the Parties prior to the commencement of any Additional Service.

### 5. Description, Deliverables, and Obligations of the Parties.

5.1 **Description.** MedAssets shall provide a standard Data Deliverable from the MedAssets electronic catalog or Customer's specific contract catalog. This Data Deliverable shall be provided in the standard MedAssets file format as described in Exhibit A and will be delivered via Secure File Transfer Protocol ("sFTP"). If the standard MedAssets file format or delivery mechanism is unacceptable, MedAssets must receive a written specification of the desired file layout, format, and other requirements. Once received, MedAssets will review and determine if the request can be accommodated in the desired specification and establish an appropriate timeline and cost for delivery. MedAssets is unable to provide any additional fields that are not listed in Exhibit A. If a custom specification is approved by MedAssets, Customer will be required to sign the Data Specification Acceptance Certificate as more fully described in Exhibit B attached hereto before any data is provided to Customer (not required for standard Data Deliverable). After the Data Deliverable is provided to Customer, Customer will review the Data Deliverable and sign off on its format and content via the Data Acceptance Certificate, as more fully described in Exhibit C attached hereto, within 30 calendar days of delivery (not required for standard Data Deliverable). If neither the Data Acceptance Certificate nor any requests for changes that are consistent with the approved Data Specification are received by MedAssets from Customer within 30 calendar days of the delivery of the Data Deliverable, acceptance of the Data Deliverable will be automatically granted by Customer.

5.2 **Maintenance.** MedAssets shall provide an updated file everyday delivered via sFTP or email in the designated format. Subsequent revisions or alterations to the format or delivery mechanism will affect the timelines and deliverable. MedAssets may revise the Data Specification required to make reasonably requested changes and Customer will be charged an amount to be mutually agreed to by the Parties hereto.

5.3 Data Inclusions/Exclusions. MedAssets will only provide data for the specific contracts and specific tiers that the Covered Facilities are actively utilizing and have enrolled in. Customer shall be responsible for building and maintaining a list of the specific contracts to be supplied by the use of MedAssets enrollment system and shall notify MedAssets of any changes to that list as they occur.

5.4 Changes to Data Formats and/or System Architecture. Any changes to Customer's data formats during the Data Services Term will require MedAssets modify the maintenance to accommodate the changed format. Subject to availability, MedAssets will use commercially reasonable efforts to provide data under this SOW, on a time and materials basis, as necessary to accommodate the changed format. Moreover, in the event Customer undergoes a future system conversion or major system restructuring, additional fees may be necessary for setup, linking to the catalog, or other procedures, and the related additional services may be provided by MedAssets pursuant to a separately agreed to SOW. Material changes are those changes which require additional efforts beyond the scope of this SOW on the part of MedAssets to insure that the data can be processed.

5.5 Data Accuracy. MedAssets shall endeavor to collect and catalog an accurate representation of contract data. In order to determine which price(s) to provide, Covered Facilities are responsible for maintaining the appropriate tier settings and cost plus markups in the catalog. MedAssets is not responsible for the accuracy of, and makes no warranties regarding, the data provided. If a discrepancy is discovered between the data provided by MedAssets and some third party source or vendor, then MedAssets is not responsible for researching and resolving those discrepancies. Upon request, MedAssets will make reasonable efforts to assist the Covered Facility.

5.6 Data Confidentiality. The Data Deliverable contains MedAssets proprietary and Confidential Information. With the exception of McKesson, Inc., Customer represents and warrants that it will not share or disclose the Data Deliverable to any third party, except a third party representative that: (i) is providing services to Customer on Customer's behalf; and (ii) has agreed to the obligations and data use restrictions in Exhibit D. Customer must indemnify and hold MedAssets and its Affiliates harmless from any and all damages that may arise from Customer's improper sharing of the Data Deliverable.

## **6. Additional Terms and Conditions.**

6.1 HIPAA. The Parties agree and acknowledge that as of the Data Services Effective Date, the Data Services do not require the access, use, or disclosure of Customer's protected health information as defined in HIPAA.

6.2 Additional Terms. Customer hereby grants to MedAssets a non-exclusive, fully-paid, royalty-free and irrevocable right and license to use, reproduce, display, modify, create derivative works and disclose in any manner (including the right to prepare and provide comparative pricing benchmarks) any data or information uploaded, provided, sent, transferred or otherwise transmitted by Customer to MedAssets in connection with the Data Services (the "Customer Data"); provided, however, that, other than in connection with the performance of the Data Services, MedAssets is prohibited from (and such right and license specifically excludes) the right: (i) to disclose the Customer Data other than on a non-identifying (anonymous) basis; and (ii) to use or otherwise disclose any protected health information or any other personally identifiable information.

6.3 License. MedAssets hereby grants Customer a non-exclusive, non-assignable, and non-transferable license to access and use the properties and Confidential Information (as defined in the Agreement) of the Data Service. Customer may not download, upload, copy, print, display, reproduce, publish, post, distribute, or transmit any of the Properties or Confidential Information except as necessary.

6.4 Information Disclaimer. Customer acknowledges and agrees that certain information within the Data Services is provided to MedAssets by third parties or is developed using information provided to MedAssets by third parties, and as such MedAssets is not responsible for the accuracy or completeness of the information within the Data Services. Nothing contained in the Data Services is intended to replace the independent medical judgment of a health care professional and MedAssets shall not be liable for any damages arising out of reliance on the information contained herein.

6.5 Limitations and Exclusions. MedAssets shall have no obligation to provide support services for: (i) any

professional services provided by MedAssets outside of the scope of this SOW; (ii) any non-MedAssets computer programs, technology or hardware; (iii) any data conversion, template construction or interface design, other than as specifically set forth solely with respect to Customer systems and data as provided on the date of the completion of the applicable setup services; (iv) any data conversion, template construction or interface design arising out of or relating to a change in Customer's system and data at any time during the Data Services Term; and/or, (iv) any MedAssets software that is not the most recent version or release. Any failure of Customer to pay all applicable fees for the Data Services as they come due shall, at MedAssets' sole option, immediately discharge MedAssets of any obligation to provide support services hereunder.

**7. Exhibits.** The following exhibits are attached hereto and are to be considered an integral part hereof and are incorporated into this SOW by reference:

- Exhibit A: Data Requirements and File Formats (example only)
- Exhibit B: Data Specification Acceptance Certificate (example only)
- Exhibit C: Data Deliverable Acceptance (example only)
- Exhibit D: Non-Disclosure Acknowledgment and Requirements for Sharing of Catalog Data Deliverables with a Third-Party

**EXHIBIT A TO THE SOW FOR CATALOG DATA SERVICES  
CATALOG DATA FILE STANDARDS**

File Format Specifications

Table Name	Field Name	Data type	Description
ContractAdjustment	Line	VARCHAR(4)	Text "Line"
ContractAdjustment	LineNumber	VARCHAR(6)	Sequential line number
ContractAdjustment	Memberid	VARCHAR(50)	medassets facility no
ContractAdjustment	Vendorid	VARCHAR(50)	Vendor id
ContractAdjustment	McKessonSourceID	VARCHAR(9)	G/L/C (GPO/LNC/CAT)- Group code/region code/medassetsfacilityno
ContractAdjustment	ContractNumber	VARCHAR(50)	MFR Contract number - Product Line Code
ContractAdjustment	Adjustment	VARCHAR(6)	Adjustment
ContractHeader	Line	VARCHAR(4)	Text "Line"
ContractHeader	LineNumber	VARCHAR(6)	Sequential line number
ContractHeader	ManufacturerID	VARCHAR(50)	MFR ID
ContractHeader	McKessonSourceID	VARCHAR(9)	G/L/C (GPO/LNC/CAT)- Group code/region code/medassetsfacilityno
ContractHeader	ContractNumber	VARCHAR(50)	MFR Contract number - Product Line Code
ContractHeader	ContractDescription	VARCHAR(80)	Contract description
ContractHeader	TierLevel	VARCHAR(11)	Product Line ID + 2 digit Tier
ContractHeader	TierDescription	VARCHAR(255)	Tier Description
ContractHeader	Startdate	VARCHAR(8)	Version Start Enddate
ContractHeader	Enddate	VARCHAR(8)	Version Start Enddate
ContractItem	Line	VARCHAR(4)	Text "Line"
ContractItem	LineNumber	VARCHAR(6)	Sequential line number
ContractItem	VendorID	VARCHAR(50)	Vendor ID
ContractItem	ManufacturerID	VARCHAR(50)	MFR ID
ContractItem	McKessonSourceID	VARCHAR(9)	G/L/C (GPO/LNC/CAT)- Group code/region code/medassetsfacilityno
ContractItem	ContractNumber	VARCHAR(50)	MFR Contract number - Product Line Code
ContractItem	TierLevel	VARCHAR(11)	Product Line ID + 2 digit Tier
ContractItem	ClassOfTrade	VARCHAR(50)	Class of Trade
ContractItem	ManufacturerPart	VARCHAR(48)	Mfr part number
ContractItem	VendorPart	VARCHAR(48)	NULL
ContractItem	Description	VARCHAR(255)	Item Description
ContractItem	Price	VARCHAR(20)	Item Price(not including markup)
ContractItem	UOM	VARCHAR(2)	Sell UoM
ContractItem	QuantityofEach	VARCHAR(10)	Quantity to each for the Sell UoM
ContractItem	Startdate	VARCHAR(8)	product Price start date
ContractItem	Enddate	VARCHAR(8)	Product price end date
Member	Line	VARCHAR(4)	Text "Line"
Member	LineNumber	VARCHAR(6)	Sequential line number
Member	Membershipld	VARCHAR(50)	medassets facility no
Member	MemberName	VARCHAR(100)	Member name

Member	ClassofTrade	VARCHAR(50)	Class of trade
Member	Address1	VARCHAR(250)	Address 1
Member	Address2	VARCHAR(50)	Address2
Member	City	VARCHAR(50)	City
Member	State	VARCHAR(2)	State
Member	Zip	VARCHAR(15)	Zip
Participants	Line	VARCHAR(4)	Text "Line"
Participants	LineNumber	VARCHAR(6)	Sequential line number
Participants	Memberid	VARCHAR(50)	medassets facility no
Participants	Vendorid	VARCHAR(50)	Vendor id
Participants	McKessonSourceID	VARCHAR(9)	G/L/C (GPO/LNC/CAT)- Group code/region code/medassetsfacilityno
Participants	ContractNumber	VARCHAR(50)	MFR Contract number - Product Line Code
Participants	TierLevel	VARCHAR(11)	Product Line ID + 2 digit Tier
Participants	ActivationStartDate	VARCHAR(8)	Tier Start Date
Participants	ActivationEndDate	VARCHAR(8)	Tier End date
Supplier	Line	VARCHAR(4)	Text "Line"
Supplier	LineNumber	VARCHAR(6)	Sequential line number
Supplier	SupplierID	VARCHAR(50)	SupplierID
Supplier	SupplierName	VARCHAR(100)	SupplierName
Supplier	Address1	VARCHAR(250)	Address1
Supplier	Address2	VARCHAR(50)	Address2
Supplier	City	VARCHAR(50)	City
Supplier	State	VARCHAR(2)	State
Supplier	Zip	VARCHAR(15)	Zip
Supplier	IsActive	VARCHAR(1)	IsActive
VendorAdjustments	Line	VARCHAR(4)	Text "Line"
VendorAdjustments	LineNumber	VARCHAR(6)	Sequential line number
VendorAdjustments	Memberid	VARCHAR(50)	medassets facility no
VendorAdjustments	Vendorid	VARCHAR(50)	Vendorid
VendorAdjustments	Manufacturerid	VARCHAR(50)	Manufacturerid
VendorAdjustments	Adjustment	VARCHAR(6)	Adjustment

Header 1 per extract	Description
Varchar(4)	text "Head"
varchar(100)	File Name
varchar(20)	Date Created
varchar(20)	Number of records

**EXHIBIT B TO THE SOW FOR CATALOG DATA SERVICES  
CATALOG DATA SPECIFICATION ACCEPTANCE CERTIFICATE  
(Example Only)**

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**ACCEPTANCE OF CATALOG DATA SPECIFICATION:**

Customer hereby acknowledges and agrees that, as of the date set forth below, the Catalog Data Specification attached to this certificate has been reviewed and accepted. By accepting below, Customer agrees that Data Deliverables provided by MedAssets to the attached specification will meet the contractual obligations set forth in this SOW. If changes are made to the Catalog Data Specification after acceptance, additional costs or implementation time may be required.

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***Accepted and Agreed to by:***

**MARICOPA INTEGRATED HEALTH SYSTEM**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**EXHIBIT C TO THE SOW FOR CATALOG DATA SERVICES  
CATALOG DATA DELIVERABLE ACCEPTANCE CERTIFICATE  
(Example Only)**

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**ACCEPTANCE OF FINAL DATA SERVICES DELIVERABLE:**

Customer hereby acknowledges and agrees that, as of the date set forth below, the Catalog Data Deliverable has been reviewed and accepted. By accepting below, Customer agrees that the content provided by MedAssets in the Catalog Data Deliverable meets the contractual obligations set forth in this SOW. If neither the Catalog Data Deliverable Acceptance Certificate nor any documented requests for deliverable changes are received by MedAssets from Customer within thirty (30) days of the delivery of the Final Catalog Data Deliverable, acceptance of the Final Catalog Data Deliverable will be automatically granted by Customer.

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***Accepted and Agreed to by:***

**MARICOPA INTEGRATED HEALTH SYSTEM**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**EXHIBIT D TO THE SOW FOR CATALOG DATA SERVICES  
NON-DISCLOSURE ACKNOWLEDGMENT AND REQUIREMENTS FOR  
SHARING OF CATALOG DATA DELIVERABLES WITH A THIRD PARTY**

Customer represents and warrants that it has appointed McKesson as its third party representative (the "Third Party Representative") to provide services to Customer. Customer and Third Party Representative are entering into this Exhibit E for the express, intended benefit of MedAssets. MedAssets is a third-party beneficiary of this Exhibit E between Customer and Third Party Representative.

Customer has requested permission to share the Catalog Data Deliverable with Third Party Representative specifically for the purpose of Enter the reason/project (the "Purpose"). By signing the below, Customer and Third Party Representative agree to the following terms and conditions of such access:

1. Access to Catalog Data Deliverables. Third Party Representative may access the Catalog Data Deliverable specifically in furtherance of the Purpose and for no other purposes. Additionally, Third Party Representative will limit its access to the Catalog Data Deliverable to only those employees of Third Party Representative who must have access in order to provide the services to Customer. Third Party Representative must not allow any subcontractors or non-employee agents to access the Catalog Data Deliverable.
2. Acknowledgement of Confidential Nature of Catalog Data Deliverables. Third Party Representative and Customer understand and agree that the Catalog Data Deliverable and any other Confidential Information provided to Third Party Representative contains confidential and trade secret information of MedAssets. Third Party Representative agrees to maintain the confidence of all Catalog Data Deliverables or other Confidential Information and must not use, copy, modify, access, or otherwise leverage the Catalog Data Deliverables in any manner.
3. Notification of Breach. Third Party Representative must notify Customer and MedAssets immediately within 48 hours after: (a) learning of any security breach related to the Catalog Data Deliverable; or (b) knowledge of any breach of Third Party Representative's obligations under this Exhibit E. Upon request, Third Party Representative must submit a written attestation to MedAssets that it has complied with all of the requirements under this Exhibit E.
4. Injunctive Relief. All parties acknowledge that breach of this Exhibit E may cause MedAssets irreparable harm for which there is no adequate remedy at law. If there is any actual or threatened breach, then MedAssets may seek injunctive relief (without notice), in addition to any other relief available at law or in equity.
5. Indemnification. Third Party Representative will indemnify, defend, and hold harmless MedAssets and its Affiliates harmless from any and all damages that may arise from Third Party Representative's improper sharing of the Catalog Data Deliverable.
6. Termination. Third Party Representative's right to access the Catalog Data Deliverable will terminate upon the earlier of: (a) termination date of Customer's agreement with MedAssets; or (b) upon written notice by MedAssets. Upon termination, Third Party Representative must immediately cease all use of the Catalog Data Deliverable and must return to MedAssets any and all copies of the Catalog Data Deliverable in its possession.

**Accepted and Agreed to by:**

**MARICOPA INTEGRATED HEALTH SYSTEM**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Accepted and Agreed to by:**

**CUSTOMER'S THIRD PARTY REPRESENTATIVE**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## SOW FOR THE ADVISORY SOLUTIONS ASSESSMENT SERVICES

**1. Term.** The Advisory Solutions Assessment Services (the "Advisory Assessment Services") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence on the Effective Date (the "Advisory Assessment Services Effective Date") assuming MedAssets is in receipt of complete and accurate Maricopa Data (as defined below) (the "Advisory Assessment Services Effective Date") and continue for approximately 2 months therefrom, or until the Advisory Assessment Services is complete, whichever is sooner (the "Advisory Assessment Services Term").

**2. Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites shall not be grouped under a common name). MedAssets shall have no obligation to provide the Advisory Assessment Services to any site not specifically listed below. During the Advisory Assessment Services Term, Maricopa may request MedAssets to add a site to the list of Covered Facilities through an amendment and at an additional cost. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008
7554	Maricopa Medical Center	2611 E Pierce	Phoenix	AZ	85008

**3. Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement. In addition, the following definitions shall apply to the Advisory Assessment Services:

Maricopa Executive Sponsor shall mean an executive or C-suite level individual from Maricopa to serve as the champion for the overall engagement. The Maricopa Executive Sponsor shall allocate the resources necessary to affect desired change, provide visible leadership, remove barriers to success, and dedicate appropriate organizational time, attention and focus towards achievement of project objectives.

Maricopa Project Lead shall mean the individual assigned to serve as the day-to-day contact to drive coordination, execution, and control of internal activities necessary to achieve the project objectives. The Maricopa Project Lead shall facilitate data collection and validation, assist with process improvement team selection, development, and formation, and participate in tracking overall project progress and staff training.

Maricopa Data shall mean any data or information uploaded, provided, sent, transferred or otherwise transmitted by Maricopa to MedAssets in connection with the Advisory Assessment Services.

Lean shall mean a structured process that seeks to achieve higher quality and lower cost through a patient and customer-focused approach. A key component of Lean methodology involves observing and evaluating value-added and non-value-added activities in order to reduce or eliminate waste in daily work and processes.

MedAssets Executive Sponsor shall mean the individual appointed to serve as the champion and senior point of contact for the engagement. The MedAssets Executive Sponsor shall provide guidance and strategic leadership to contribute to the overall success of the engagement.

MedAssets Project Lead shall mean the individual responsible for day-to-day project management, communication, coordination, and delivery of project components. The MedAssets Project Lead shall work closely with Maricopa staff on all aspects of project management and execution.

#### **4. Fees, Payment Terms and Expenses.**

**4.1 Fees.** The fee for the Advisory Assessment Services equals \$75,000 (the "Advisory Assessment Services Fee").

**THE ADVISORY ASSESSMENT SERVICES ARE PROVIDED IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED IN SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEE SET FORTH IN THIS SECTION 4.1 IS FOR DISCLOSURE**

## **PURPOSES ONLY.**

### **4.2 Intentionally Omitted.**

4.3 Expenses. Travel and reasonable lodging expenses are not included in the above fees and shall be paid by Maricopa pursuant to the terms set forth in Section 4.3 of the Agreement.

## **5. Description, Deliverables and Obligations of the Parties.**

5.1 Assessment Description. The Assessment is designed to create a roadmap of performance improvement activities for Maricopa with a focus on those items that may drive rapid financial improvement in the following areas:

- (i) Labor and Benefits. MedAssets will analyze Maricopa's labor metrics and evaluate demand, capacity and workforce utilization. Labor contracts and use of agency staffing will be reviewed, including use of premium pay. Non-overtime opportunities and productivity alignment to external benchmarks will also be provided. Benefit costs for health and dental plans, and other insurance-related products (e.g., disability, life), may also be analyzed and benchmarked for cost savings opportunities;
- (ii) Revenue Cycle. Maricopa data and metrics from income statements and balance sheets will be analyzed and benchmarked. MedAssets will assess revenue cycle processes and workflows for opportunities related to functions such as scheduling, registration, collections, charge capture, case management, coding, denials, and A/R days; and
- (iii) Supply Chain. MedAssets will validate non-labor opportunities in physician preference items (PPI) and purchased services. Opportunities for price reduction and standardization in these areas will be quantified and prioritized.

5.2 Key Activities. Key activities include, but are not limited to:

- (i) data collection and analysis to identify and quantify savings opportunities in the above areas;
- (ii) benchmarking to industry and best practice standards when possible;
- (iii) interviews with department staff and leadership as needed;
- (iv) process and workflow observation as needed; and
- (v) presentation of findings to Maricopa's leadership team.

5.3 Deliverables. MedAssets shall provide a presentation of findings and suggested roadmap for implementation to Maricopa leadership, including potential savings quantified and prioritized based on type of opportunity, size of opportunity, and ease of implementation ("Deliverables").

### **5.4 Obligations of the Parties.**

5.4.1 Obligations of Maricopa. Maricopa shall:

- (i) assign a Maricopa Executive Sponsor;
- (ii) assign a Maricopa Project Lead;
- (iii) adhere to the project timeline designed at the project outset and ensure that assignments accepted by Maricopa staff are completed in a timely manner such that the project timeline is observed;
- (iv) provide access to the required Maricopa staff, departments and physical locations (in MedAssets' reasonable discretion) in order for MedAssets to accomplish its objectives during the project;
- (v) provide complete and accurate requested data on time, so that MedAssets can measure and report project progress and results; and
- (vi) Maricopa's CEO, COO and/or CFO will attend Steering Committee meetings as established in the project charter or work plan.

5.4.2 Additional Obligations of MedAssets. MedAssets shall:

- (i) assign a MedAssets Executive Sponsor;

- (ii) assign a MedAssets Project Lead;
- (iii) adhere to the project timeline designed at the project outset and ensure that the project timeline is observed;
- (iv) establish a regular forum or method (e.g., email, teleconference) for communication with Maricopa on overall project status, including successes and roadblocks. The frequency, method, and participants shall be jointly determined by MedAssets and Maricopa; and
- (v) provide the deliverables set forth in Section 5.3.

**6. Project Timeline.** MedAssets shall conduct on-site activities (to include data gathering, interviews, observation, etc.) during the first 30 days of the Assessment. MedAssets will then compile and analyze those findings for a final report in the 30 days thereafter. The timeline may fluctuate due to the availability of data, complexity of programs or services to be addressed, and access to Maricopa staff.

## SOW FOR STATE REPORTING AUDITOR

1. **Term.** State Reporting Auditor (the "Auditor") shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence on the Effective Date (the "Auditor Effective Date") and continue until September 30, 2015 (the "Auditor Term").

2. **Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites shall not be grouped under a common name). MedAssets shall have no obligation to provide the Auditor, nor shall the Covered Facility use the Auditor to provide services to any site not specifically listed below. During the Auditor Term, Maricopa may request MedAssets to add a site to the list of Covered Facilities through an amendment and at an additional cost. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008
7554	Maricopa Medical Center	2611 E Pierce	Phoenix	AZ	85008

3. **Definitions.** The following definitions shall apply to the Auditor:

Ancillary Software shall mean computer programs and custom programming that may be required, separate and apart from those items encompassed in the Auditor (for example, Adobe Reader).

Content shall include current and historic discharge data, materials, documentation, research, text, pictures, animations, artistic works, and similar works of authorship. Content shall not include Ancillary Software.

Proprietary Software shall mean software developed and owned either by MedAssets or a Supplier, and used in connection with, or as part of, the Auditor.

Supplier(s) shall mean any supplier(s) of Content, Proprietary Software, or other technology for the Auditor.

User shall mean any employees, representatives, consultants, contractors or agents of Maricopa, and any individual employed by Maricopa either directly or through an affiliated entity, who uses any feature of the Auditor and who is authorized to access such Auditor pursuant to this SOW.

Maricopa Data shall have the meaning provided in Section 6.7 below.

4. **Fees and Expenses.**

4.1 Fees. The Subscription Fee for the Auditor described in this SOW equal \$5,000 for the Covered Facilities annually for the state of Arizona.

**THE AUDITOR SERVICES ARE PROVIDED IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED IN SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEE SET FORTH IN THIS SECTION 4.1 IS FOR DISCLOSURE PURPOSES ONLY.**

4.2 Intentionally Omitted.

4.3 Expenses. In addition to professional fees, Maricopa shall reimburse MedAssets for reasonable and customary expenses, including but not limited to regular coach class airfare, hotel, rental car, long distance phone calls, express mail and high-volume document production, in accordance with Section 4.3 of the Agreement.

5. **Description, Deliverables and Obligations of the Parties.**

5.1 Description. Pursuant to the terms hereof and the terms of the Agreement, MedAssets shall provide the Auditor on a subscription basis to the Covered Facilities.

5.2 **Deliverables.** The Auditor will perform the following operations based on a Licensee furnished file:

- (i) read the file and translate it to a database file capable of being manipulated by the software;
- (ii) permit the User to view the file;
- (iii) run the audits contained within the software as established by the State of Arizona;
- (iv) present the operator with a report of failed audits and the relevant error counts;
- (v) provide for the re-audit of all records until an acceptable error rate, as established by the State of Arizona, is reached; and
- (vi) provide for the translation of the corrected database file into a file suitable for submission to the State of Arizona.

5.3 **Maricopa Responsibilities.** Maricopa shall:

- (i) assign an overall Project Coordinator to act as MedAssets' liaison with Maricopa;
- (ii) provide a data file for processing that is in compliance with the file specifications set forth by the appropriate reporting authority; and
- (iii) ensure it has the minimum system requirements to support Auditor as follows:
  - Pentium Processor with minimum 1 Gigabyte of RAM;
  - Windows 98 (Minimum), Windows XP or higher preferred;
  - CD or DVD reader for updates;
  - access to FTP server to retrieve Auditor updates;
  - Internet Access with Internet Explorer Version 6.0 or higher for remote support and Webex training; and
  - monitor with resolution at least 800 X 600.

5.4 **MedAssets Responsibilities.**

5.4.1 **General Responsibilities.** MedAssets shall:

- (i) work closely with the identified Maricopa Project Coordinator on all aspects of project management; and
- (ii) provide both initial and ongoing training as part of Maricopa's Subscription Fees without limit. Training may either be at Maricopa's site or done remotely via the phone/internet.

5.4.2 **Training.** MedAssets shall also provide initial and ongoing training for multiple users at Maricopa. Initial training and installation shall be conducted onsite at Maricopa. Ongoing training may be conducted onsite or via the Web.

5.4.3 **Access.** Upon payment of the Subscription Fee (as defined in Section 4 hereof) in accordance with this SOW, MedAssets will grant to Maricopa a non-exclusive, non-transferable, limited right to access and use the Auditor listed in this SOW. Maricopa is solely responsible for selecting, purchasing, installing and maintaining the hardware, equipment, and Ancillary Software necessary to access and use the Auditor.

## **6. Additional Terms and Conditions.**

6.1 **Copyright.** MedAssets' services contain proprietary materials and/or software of MedAssets that is protected by copyright and other laws respecting proprietary rights. The Auditor also may contain similarly protected proprietary material from Suppliers. Use of the Proprietary Software which is part of the Auditor is subject to all terms and conditions set forth in the Agreement. MedAssets and the Suppliers retain their respective rights in the Auditor and Proprietary Software, including all copyright and other proprietary rights worldwide in all media.

Unless otherwise authorized expressly in writing by MedAssets, Maricopa shall not, nor shall Maricopa permit any User or other person to: (i) reproduce, create derivative works from, perform, publish, transmit, distribute, sell (or participate in any sale), or otherwise access, use, or exploit any material retrieved from or contained in the Auditor in any manner whatsoever that may infringe any copyright or proprietary interest of MedAssets; (ii) store any Content in any information storage and retrieval system, other than that which is considered in the ordinary course of business in utilizing the Auditor; (iii) distribute the information contained in the Auditor to any person who is not duly authorized to use or receive the Auditor; (iv) distribute, rent,

sublicense, lease, transfer or assign the Auditor or any rights, duties, liabilities or obligations under this Agreement; or (v) de-compile, disassemble, or otherwise reverse-engineer the Auditor, or alter, translate, modify, or adapt the Auditor to create derivative works.

6.2 Disclaimers. While MedAssets and its Suppliers attempt to include both accurate and complete content in the Auditor, occasional errors or omissions may occur in the Auditor. MedAssets shall make reasonable efforts to correct these errors or omissions or cause the appropriate Supplier to correct these errors or omissions. Nevertheless, neither MedAssets nor the Suppliers can make any representation regarding the accuracy or completeness of the Auditor or content provided or the error-free nature of the proprietary software provided. MedAssets will apply reasonable edits to information furnished by Suppliers, and will either correct or make known identified errors in Supplier furnished information. These disclaimers shall be read in conjunction with Section 9 of the Agreement.

6.3 Right to Use. Maricopa's right to use the Auditor is subject to the following: (i) MedAssets may change, suspend, or discontinue any aspect of the Auditor at any time, including the availability of any feature, database, or content, in which event MedAssets shall use reasonable efforts to notify Maricopa prior to such change, suspension or discontinuance; and (ii) MedAssets may impose limits on, or restrict access to, any feature of the Auditor, without liability or prior notice, if MedAssets reasonably believes that Maricopa or any User has engaged in any conduct or activity that violates applicable law or any provision of this Agreement.

**SOW FOR PHARMACY CONSULTING – CLINICAL**

**1. Term and Termination.** The Pharmacy Consulting and Rx Pricing Review Services (the “Pharmacy Consulting Services”) shall be provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, “MedAssets”) and shall commence on the Effective Date (the “Pharmacy Consulting Services Effective Date”) and continue for a period of 60 months therefrom (the “Pharmacy Consulting Services Initial Term”). The Pharmacy Consulting Services will automatically renew for successive one year extensions unless either Party gives written notice to the other Party at least 90 days prior to the expiration of the then current term of its desire not to renew. Collectively, the Pharmacy Consulting Services Initial Term and all renewals thereafter shall be called the “Pharmacy Consulting Services Term”.

**2. Covered Facilities.** Individual sites covered by this SOW (each a “Covered Facility” for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites shall not be grouped under a common name). MedAssets shall have no obligation to provide the Pharmacy Consulting Services to any site not specifically listed below. Maricopa may request MedAssets to add a site to the list of Covered Facilities through an amendment and at an additional cost. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008
7554	Maricopa Medical Center	2611 E Pierce	Phoenix	AZ	85008

**3. Definitions.** Capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Agreement.

**4. Fees and Expenses.**

**4.1 Fees.** The annual fee for the Pharmacy Consulting Services equals \$20,000 (the “Pharmacy Consulting Services Fee”).

**THE PHARMACY CONSULTING SERVICES ARE PROVIDED IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED IN SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEE SET FORTH IN THIS SECTION 4.1 IS FOR DISCLOSURE PURPOSES ONLY.**

**4.2 Payment Terms.** The Pharmacy Consulting Services Fee shall be invoiced in monthly installments commencing 30 days following the Pharmacy Consulting Services Effective Date. Invoices are due and payable in accordance with Section 4.2 of the Agreement.

**4.3 Expenses.** Travel and reasonable lodging expenses are not included in the Pharmacy Consulting Services Fee and shall be paid by Maricopa for any onsite visits if needed and approved by Maricopa in advance.

**4.4 Sales Tax Exemption Certificate.** In the event that Maricopa is a tax-exempt entity, Maricopa shall provide its tax-exempt certificate to MedAssets within 30 days of the Pharmacy Consulting Services Effective Date, in accordance with Section 4.4 of the Agreement.

**5. Description, Deliverables and Obligations of the Parties.**

**5.1 Description.** MedAssets shall provide a pharmacy spend analysis on a subscription basis. The subscription will include 4 quarterly reports and 4 corresponding one-hour consultations with an Aspen Clinical Pharmacy Services consultant per 12 month period.

Within two weeks of the conclusion of the quarter in which the engagement commenced, Maricopa shall provide to Aspen a spreadsheet itemizing all pharmacy purchases for the previous quarter. The spreadsheet shall contain the following information:

- brand name;
- generic name;

- NDC;
- Strength;
- Form;
- size;
- quantity
- spend dollars;
- last purchase price;
- vendor; and
- 100% of purchases for the latest quarter.

5.2 **Deliverables.** Once the data referenced above is received, Aspen shall provide an analysis of the pharmacy spend and deliver reports showing cost savings opportunities. Aspen shall also schedule, depending upon availability, a phone consultation to discuss the analysis with the Director of Pharmacy or designee.

5.3 **Maricopa's Responsibilities.** Maricopa shall:

- (i) assign an overall project coordinator to act as MedAssets' liaison with Maricopa, and
- (ii) provide the requested data in a timely fashion.

5.4 **MedAssets' Responsibilities.** MedAssets shall:

- (i) work closely with the identified Maricopa project coordinator on all aspects of the project, and
- (ii) provide data analysis with findings and recommendations in a timely fashion.

6. **Project Timeline.** The analysis and corresponding deliverables are expected to be provided on a quarterly or annual basis, as determined by the Parties. However, the timeline may fluctuate due to availability or receipt of complete and accurate data.

7. **Exhibit.** The following exhibit is attached thereto and is to be considered an integral part hereof and is incorporated into this SOW by reference:



## SOW FOR VENDOR MANAGEMENT SERVICES

1. **Term.** The vendor management services (the "Vendor Services") provided under this SOW by MedAssets Performance Management Solutions, Inc. (for the purposes of this SOW, "MedAssets") and shall commence on the Effective Date (the "Vendor Management Services Effective Date") and continue for 60 months (the "Vendor Management Services Initial Term"). The Vendor Services will automatically renew for successive one year extensions unless either Party gives written notice to the other Party at least 90 days prior to the expiration of the term of its desire not to renew. Collectively, the Vendor Services Initial Term and all renewals thereafter shall be called the "Vendor Services Term".

2. **Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites cannot be grouped under a common name). MedAssets has no obligation to provide the Vendor Management Services to any site not specifically listed below. During the Vendor Management Services Term, Maricopa may request MedAssets to add a site to the list of Covered Facilities through an amendment and at an additional cost. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<i>ID</i>	<i>NAME</i>	<i>ADDRESS</i>	<i>CITY</i>	<i>ST</i>	<i>ZIP</i>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008
7554	Maricopa Medical Center	2611 E Pierce	Phoenix	AZ	85008

3. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement. The following additional definitions shall apply to this SOW:

Ad-hoc Audit means an audit of an Agency's compliance with the terms of an Agency Agreement performed at Maricopa's request and subject to the terms and conditions of this SOW;

Scheduled Audit means an audit of Agency compliance with the terms of Agency Agreements performed by MedAssets once annually during the Vendor Management Services Term, subject to the terms and conditions of this SOW.

4. **Fees.** MedAssets is compensated for its services under this SOW by collecting and retaining administrative fees from Agencies (as defined in Section 5.1 below). MedAssets must notify Maricopa (or relevant Covered Facility) in writing of the fees collected. These fees may (but generally do not) exceed three percent of the purchase price of the services. This clause survives so long as Maricopa continues to purchase through Agency Agreements (as defined in Section 5.1 below). Maricopa shall provide reconcilable quarterly accounts payable, purchasing, and other relevant data detailing its and each Covered Facility's purchases through Agency Agreements. Administrative fees derived from Agency Agreements are excluded from any revenue sharing arrangement between Maricopa and MedAssets, or any of MedAssets' Affiliates, and are specifically excluded from the Shareback of Administrative Fees set forth in Section 7.4 of the SOW for the Group Purchasing Services.

### 5. Description, Deliverables and Obligations of the Parties.

5.1 Contracting Services. MedAssets shall negotiate and execute agreements with staffing agencies (each an "Agency") that Maricopa may use to procure nursing, allied health, other clinical, and non-clinical staffing services from the Agencies ("Agency Agreements"). In MedAssets' discretion, the Agency Agreements may include contracts currently in place for other MedAssets clients. Each Agency Agreement covers Covered Facilities within a specified geographic area, as mutually agreed upon by MedAssets and Maricopa. MedAssets shall renegotiate the Agency Agreements on an as-needed basis upon mutual agreement of the parties, but are expected to be performed for each Agency Agreement every 12 to 24 months. No terms, conditions, prices, products, or other outcomes in Agency Agreements are guaranteed.

MedAssets has no liability to Maricopa or any Covered Facility for any Agency's performance under any Agency Agreement, or to any Agency for Maricopa's or a Covered Facility's performance under an Agency Agreement. Maricopa and Covered Facilities are solely responsible for deciding whether and how much to purchase through Agency Agreements. MedAssets may solicit or receive data from Agencies regarding Maricopa and Covered Facilities' historical purchases in order to perform value analyses. Any analysis

MedAssets provides is as-is and without warranty. The parties understand and agree that MedAssets does not hire, employ, or provide any background screening of any Agency staff.

5.2 Technology. To assist in various aspects of contract labor ordering, fulfillment and scheduling, MedAssets shall provide Maricopa web-based access to a proprietary workforce exchange application (the "Application") that enables Maricopa to actively manage the ordering, fulfillment, and scheduling of contract labor. Additionally, the Application allows Maricopa to track the performance of Agency staff and enables Maricopa to view staff credentials that Agencies may upload. Maricopa acknowledges that staff information uploaded into the Application is provided to Maricopa directly by Agencies and MedAssets is not responsible for confirming the accuracy of that information. MedAssets has no liability for the inaccuracy of any Agency-provided information. MedAssets shall implement the Application in its discretion and on a timeframe to be mutually agreed upon between MedAssets and Maricopa.

Maricopa will modify its current contract labor staffing processes as required to realize the benefits of the Application. Maricopa's use of and access to the Application is at all times subject to Maricopa's or Covered Facility's execution of and compliance with the appropriate license agreements. If any license agreement is in the form of a click-wrap, any Maricopa or Covered Facility employee's acceptance of the click wrap binds Maricopa and the applicable Covered Facility. For any Maricopa or Covered Facility employee that has a user name and password for the Application, Maricopa shall ensure that MedAssets is notified of that employee's departure (e.g., by termination or voluntary attrition) so that MedAssets can end that employee's access to the Application.

### 5.3 Vendor Management Services.

5.3.1 Vendor Management Process. MedAssets provides the following Vendor Management Services:

- (i) managing relationships with Agencies by monitoring their adherence to contract pricing;
- (ii) managing relationships with Covered Facilities to ensure that Covered Facility staff are informed of the Agency Agreements and ordering procedures;
- (iii) providing tools, processes and training, in MedAssets' discretion, to assist Covered Facilities in their day-to-day ordering of Agency staff;
- (iv) reporting Agency Agreement utilization metrics to Covered Facilities at the individual, regional and divisional level; and,
- (v) reporting Maricopa's evaluation of Agency staff performance to Agencies.

5.3.2 Analysis of Agency Agreement Compliance. Maricopa authorizes MedAssets to act as its agent in connection with any Ad-Hoc Audit. Additionally, Maricopa authorizes MedAssets to act as its agent to conduct Scheduled Audits. Maricopa acknowledges and agrees that any Ad-Hoc Audit or Scheduled Audit conducted by MedAssets personnel or agents will be performed by analyzing materials provided by MedAssets vendors and MedAssets is not required to undertake any investigation into the accuracy, completeness or authenticity of those materials. For the purposes of performing any Ad-Hoc Audit or Scheduled Audit, MedAssets presumes the authenticity of documents contained in any file provided by a vendor for the purposes of that Ad-Hoc Audit or Scheduled Audit. Maricopa understands and acknowledges that its patients are specifically excluded as third-party beneficiaries to any portion of this SOW, including any Ad-Hoc Audit or Scheduled Audit performed in connection with this SOW.

5.4 MedAssets Resources. MedAssets provides a core account management team of non-dedicated resources to perform the services under this SOW. If any MedAssets personnel are on-site at any Maricopa location, Maricopa shall make available, at no cost to MedAssets, reasonable office space, office supplies, and office equipment, including, without limitation, reasonable use of the telephones for local and long distance calls, reasonable access to the internet and printers.

5.5 Designation as Representative. Maricopa designates MedAssets as Maricopa's and each Covered Facility's exclusive third party contracting representative for purchases of contingent staff through staffing agencies. Maricopa and Covered Facilities shall not engage any other third party to provide any of the following services during the Vendor Management Services Term: (i) contingent staff contracting services; (ii) vendor management services; and, (iii) vendor management technology services.

5.6 Billing Procedure. Maricopa may elect, upon written notice to MedAssets, to pay for Agency services through MedAssets' consolidated billing method. In performing consolidated billing by providing written notice to MedAssets, MedAssets uses an application to create a remittance advice statement ("RA Statement") consolidating the Maricopa-approved charges for each Agency's services during a given time period. MedAssets then notifies Maricopa that the RA Statement is ready for Maricopa's review. MedAssets provides RA Statements on a frequency chosen by Maricopa in its discretion; but never more frequently than weekly, and never less frequently than monthly. Maricopa shall send MedAssets the full amount indicated on each RA Statement within the timeframe specified in the applicable RA Statement. Once MedAssets receives Maricopa's payment for an RA Statement, MedAssets shall transmit to the applicable Agency 97% of the payment amount. MedAssets retains 3% of the payment amount as its administrative fee. For avoidance of doubt, MedAssets does not purchase, use, or take title to any Service or staff provided by Agency, and (except as specifically provided in this section of the SOW) has no obligation to compensate any Agency for services the Agency provides to Maricopa.

6. **Discount Disclosure.** Promise and each Covered Facility understands that any discounted pricing provided under the Agreement or this SOW, as well as the value of any Services provided at less than full price, may be a "discount" within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) of the Social Security Act and the regulations promulgated hereunder at 42 C.F.R. Section 1001.952(h) and that Promise may have an obligation to report this discount to any state or federal program which provides cost or charge-based reimbursement to Promise for the items to which the discount applies.

**SOW FOR EPISODE ANALYTICS**

1. **Term.** The services provided under this SOW (the "Episode Analytics") shall be provided by MedAssets Net Revenue Systems, LLC (for the purpose of this SOW, "MedAssets"). Episode Analytics shall commence on the Effective Date (the "Episode Analytics Effective Date") and expire two months from receipt of validated claims files as specified under obligations of Covered Facility (the "Episode Analytics Term").

2. **Covered Facilities.** Individual sites covered by this SOW (each a "Covered Facility" for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites shall not be grouped under a common name) to receive the services. Maricopa may request MedAssets to add a site to the list of Covered Facilities through an amendment to this SOW. Maricopa represents and warrants it has the legal authorization to execute this SOW on behalf of itself and the Covered Facilities.

<b>COVERED FACILITIES</b>				
Facility ID	Facility Name	Facility City, State	Staffed Beds	Patient Accounting System
54876	Maricopa Integrated Health System	Phoenix, AZ	0	Epic
7554	Maricopa Medical Center	Phoenix, AZ	500	Epic

3. **Definitions.** The following definitions are in addition to those contained in the Agreement and shall pertain only to the SOW Services:

Module(s) means, for the purposes of this SOW, those products or services set forth within this SOW.

4. **Fees, Payment Terms and Expenses.**

4.1 **Fees.** MedAssets fees for the Episode Analytics provided in this SOW equal \$100,000 (the "Episode Analytics Fee"). **THE EPISODE ANALYTICS FEE IS PROVIDED IN CONSIDERATION OF THE ADMINISTRATIVE FEES RETAINED IN SECTION 7.4 OF THE SOW FOR THE GROUP PURCHASING SERVICES. ACCORDINGLY, THE FEE SET FORTH IN THIS SECTION 4.1 IS FOR DISCLOSURE PURPOSES ONLY.**

Other service requests/consulting/development/programming shall equal \$150 per hour (the "Additional Services Fee").

4.2 **Payment Terms.** Any Additional Services Fee incurred shall be billed as they are incurred with payment due pursuant to Section 4.2 of the Agreement.

4.3 **Billing Contact and Invoice Clarification.** MedAssets shall produce an invoice for all Covered Facilities for the fees as identified above, to the address and contact as follows:

Facility ID: 54876  
 Attn:  
 Address: 2601 East Roosevelt Street  
 City, State, Zip Code: Phoenix, AZ 85008

5. **Description, Deliverables and Obligations of the Parties.**

5.1 **Episode Analytics Description.**

5.1.1 **Episode Analytics Setup.** Episode Analytics setup includes analysis of two years' worth of claims data from Covered Facility.

5.1.2 **Data Aggregation Setup.** Data Aggregation setup includes:

- (i) Claim files: 835 and 837 files
- (ii) General file
- (iii) Diagnosis file
- (iv) ICD Procedure file
- (v) Service Line file
- (vi) Eligibility File
- (vii) Provider Demographics File
- (viii) Provider Location File

5.1.3 General Data Reports. MedAssets will provide general data reports including:

- (i) Index: list of all episodes included in the report and the MS-DRGs within each episode;
- (ii) General data summary: summarize all data received for the analysis;
- (iii) MS-DRG summary: summarize the MS-DRG counts for the index acute hospital, and the base MS-DRG payment and payment variation;
- (iv) Episode payment summary: summarize and compare the payment and payment variations for episodes; and
- (v) Episode saving summary: summarize potential saving opportunities across all episodes.

5.1.4 Episode Specific Reports. MedAssets will provide episode specific data reports including, but not limited to:

- (i) Episode summary by discharge type: summarizes and compares the episode payment, readmission rate, mortality rate, ER visit rate, and complication rate, based on index stay discharge types;
- (ii) Preventable complications. Summarize the potentially preventable complications occurred at different phases of the episode and drilldown by the type of services. The top summary table provides overall patient and claim counts of the three types of preventable complications. The lower detail table will drill down to individual complications occurred at different episode phases and by type of services. A more detailed drilldown report is available for reviewing the exact ICD-9 diagnosis codes that define the complications;
- (iii) Payment comparison of high/low cost patients. Compare the episode payment, payment allocation, and major episodes measures among low and high cost patients by grouping patients into payment-based quartiles; and

Summary of savings opportunity and supporting detail reports: summarize the potential saving opportunities at different episode phases by reducing costs on typical services and preventable complications. Detailed calculation of the potential saving opportunities at each phase of the episode and by type of services are provided.

Upon completion of Episode Analytics, MedAssets clinical advisory team shall present results of Episode Analytics at Covered Facility's location. Any subsequent presentations requested by Covered Facility will be subject to professional services fees, travel and expenses.

5.2 Obligations of Covered Facility. Covered Facility agrees to provide the data files in the specified, preferred format as described in "EM Inbound Data Requirements and Specifications V2.21 - Health System Use Only-FINAL".

- (i) claim files: 835 and 837 files;
- (ii) general file;
- (iii) diagnosis file;
- (iv) ICD procedure file;
- (v) service line file;
- (vi) eligibility file;
- (vii) provider demographics file; and
- (viii) provider location file.

MedAssets can assist with a one-time or an ongoing data translation operation of the files supplied on a time-and-materials basis for custom software. MedAssets shall provide the Covered Facility with an hourly estimate of that work before performing such work. All data is subject to validation checks prior to processing.

5.3 Data Validation.

- (i) All data formats must satisfy additional syntax and semantic requirements - required fields and content requirements; as specified in "EM Inbound Data Requirements and Specifications V2.21 - Health System Use Only- FINAL"
- (ii) If a data file is found to violate data requirements, MedAssets shall alert Covered Facility via phone call or email for a replacement file. Ac-hoc manual data repairs are not performed by MedAssets; all "data repairs" must be performed by the Covered Facility.

**SOW FOR THE PRODIGO SERVICES**

**1. Term.** This SOW commences as of the Effective Date and shall continue for the term set forth in the Prodigio Agreement (as defined below), unless terminated earlier as provided in the Prodigio Agreement (the "SOW Term").

**2. Covered Facilities.** Covered Facilities under this SOW are listed below. Each Covered Facility site shall be listed individually (i.e., multiple sites shall not be grouped under a common name). Maricopa may revise the Covered Facilities pursuant to the Prodigio Agreement.

<b>ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
54876	Maricopa Integrated Health System	2601 E Roosevelt Street	Phoenix	AZ	85008
7554	Maricopa Medical Center	2611 E Pierce	Phoenix	AZ	85008

**3. Services.** MedAssets will provide the Prodigio Marketplace services described herein and in the Prodigio Agreement (the "Prodigio Services") during the applicable SOW Term to Maricopa in accordance with the terms of the End User Licensing Agreement by and between Prodigio Solutions LLC ("Prodigio") and Maricopa (the "Prodigio Agreement").

**4. Fees and Payment Terms.**

4.1 One-Time Implementation Fee. The one-time implementation fee for Prodigio Services equals \$24,000 (the "One-Time Implementation Fee") (as further described in the Prodigio Agreement) with payment due 30 days from the receipt of invoice.

4.2 Annual Subscription Fee and Annual Maintenance and Hosting Fee.

4.2.1 Annual Subscription Fee. The annual subscription fee for Prodigio Services during the first 12 months of the Prodigio Services Term equals \$102,000 (the "First Year Annual Subscription Fee"). However, the First Year Annual Subscription Fee is provided in consideration of the Administrative Fees retained under Section 7.4 for the Group Purchasing Services and is provided in this Section 4.2.1 for disclosure purposes only. Commencing in month 13 and continuing for the remainder of the Prodigio Services Term, Maricopa shall pay the Annual Subscription Fee (as further described in the Prodigio Agreement) which equals \$102,000 per year with payment due 30 days from the receipt of the invoice.

4.2.2 Annual Maintenance and Hosting Fee. The annual maintenance and hosting fee equal \$10,000 (the "Annual Maintenance and Hosting Fee"). However, the Annual Maintenance and Hosting Fee is provided in consideration of the Administrative Fees retained under Section 7.4 for the Group Purchasing Services and is provided in this Section 4.2.2 for disclosure purposes only.

**5. MedAssets Obligations.** MedAssets shall ensure that Prodigio provides the Prodigio Services set forth in Prodigio Agreement.

**6. Additional Terms and Conditions.**

6.1 Attachments. The following attachments are attached hereto and are to be considered an integral part hereof and are incorporated into this SOW by reference:

Attachment 1: Prodigio Agreement

**ATTACHMENT 1 TO THE  
SOW FOR THE PRODIGO SERVICES**

**MASTER SERVICES AND END USER LICENSING AGREEMENT**

This Master Services Agreement (“Agreement”) is made between Prodigio Solutions Inc. (“Prodigo”) with offices at 600 Cranberry Woods Drive, Suite 150, Cranberry Township, PA 16066 and Customer, Maricopa Integrated Health System, 2601 E. Roosevelt St. Phoenix, AZ 85008 (“Customer”). This Agreement, including the attached Schedules, is effective as of \_\_\_\_\_, (the “Effective Date”). Prodigio and Customer agree as follows:

**1. DEFINITIONS**

1.1 Solution(s). The term “Solution(s)” shall mean the computer program(s) (internet-based or otherwise) and the documentation and other material accompanying such product(s), as set forth in Schedule B, licensed pursuant to this Agreement.

1.2 Deliverables. The term “Deliverables” shall mean the Solution, goods and services provided to Customer under this Agreement and Schedules.

1.3 Documentation. The term “Documentation” shall mean all user technical documentation and functional specifications.

1.4 Confidential Information. The term “Confidential Information” shall mean the Solution and other information of the parties as specified herein this Agreement, when it is presented in printed, written, graphic, or photographic or other tangible form (including information received, stored or transmitted electronically) and marked as “Confidential”, “Proprietary”, “Discloser Private”, or “Restricted” by the Discloser. Confidential Information also includes information of the parties, when presented in oral form that is recorded as written minutes or notes of such oral presentation and which are marked “Confidential” and provided to Recipient within thirty (30) days after the date of disclosure.

1.5 Intellectual Property. “Intellectual Property” shall mean any and all patents, copyrights, copyright registrations, proprietary models and design registrations, trademarks, service marks, trade names, business names, domain names, trade dress, trade secrets, source code, object code, test results, proprietary techniques, regulatory filing, and any other industrial or proprietary right, and any rights to any of the foregoing, and any documentation relating thereto, whether or not registered as of the Effective Date of this Agreement or at any time, provided however, that such information is not public as of the Effective Date of this Agreement or at any time.

1.6 Customer Data. “Customer Data” shall mean all data which the Customer uploads to, or transmits via the Platform, and includes all metadata and transactional data.

1.7 Master Licensor(s). “Master Licensor(s)” shall mean the third parties from whom Prodigio has licensed certain solutions, and where Prodigio is licensing such solutions to Customer for use pursuant to this Agreement.

1.8 Service. “Service” shall mean Customer’s use of the Solution subscription and other deliverables provided to Customer by Prodigio.

1.9 User(s). “User(s)” shall mean Customer’s employees, agents, or non-related third parties (per the sub-licensing criteria set forth herein) who are authorized to use the Solution pursuant to this Agreement.

1.10 Affiliates. Affiliates are those business entities that are controlled by, controlling, or under common control with Customer. “Control” as used herein means control through ownership of more than a majority of shares of stock eligible to vote for members of the Board of Directors, or control or are affiliated with by contract or as otherwise agreed in writing by Prodigio

1.11 Gross Revenue. “Gross Revenue” shall mean the aggregated gross revenue for all entities participating under Client’s subscription.

1.12 Baseline Revenue. “Baseline Revenue” shall mean the aggregated Gross Revenue of all entities participating under Client’s subscription as of the date of execution of this Agreement (Schedule C).

1.13 Growth Buffer. “Growth Buffer” is defined as a 30% increase over Baseline Revenue of Client for which no incremental subscription fee will apply.

**2. LICENSE GRANT / SCOPE OF USE**

2.1 Grant of License. Subject to the terms and conditions set forth herein, Prodigio hereby grants to Customer a revocable non-exclusive, non-transferable limited license to use the Solution subject to the terms of this Agreement.

2.2 Restrictions on Use of Prodigio Marketplace. The Prodigio Marketplace Solution component may be used only for, by and on behalf of the Customer. The Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Solution, (ii) use the Solution to process or permit to be processed the data of any other party, or (iii) use the software in the operation of a service bureau.

2.3 Client may add additional Affiliates under existing subscription provided that such addition(s) do not increase Gross Revenue by more than “10% over Baseline Revenue” (Growth Buffer). Both parties agree, in the event the Growth Buffer is exceeded, the annual subscription fee will be based on .006% of Gross Revenue.

Example of Fee Calculation is below:

Customer Revenue (per previous yr. Annual Report)	Subscription Fee	Comment
\$1,000,000	\$150,000	Initial Fee
\$100,000		10% Growth Buffer
\$1,100,000		Revenue Growth Buffer Cap
\$1,300,000		Revenue Increase Example
\$200,000		Increase over Growth Cap
	\$1,200	Fee Increase .6% of increase over cap
	<u>\$151,200</u>	Revised Annual Subscription Fee Example

2.4. Customer may not alter, modify, or change the Solution in any way other than customization authorized pursuant to this Agreement. Customer shall not use the Solution in any manner that is disparaging or that otherwise portrays Master Licensor(s) or Prodigio in a negative light.

2.5. The Solution may not be sold, leased, assigned, sublicensed or otherwise transferred by Customer, in whole or in part, without express written consent of Prodigio.

2.6. From time to time after the Effective Date hereof, Customer may wish to expand the scope of its subscription, or license additional instances of the entire Solution or specific components of the Solution. Upon Customer’s order and Prodigio’s acceptance of such request, and subject to Customer’s payment therefore, such additional instances will be licensed to Customer on the terms and subject to the conditions of this Agreement. This Agreement will be amended to reflect such increased number of instances.

2.7. Customer shall be responsible for all choices relating to User Interface (screen designs, field selections, etc.). Prodigio shall not be held liable for any damages caused by Customer's choices in User Interface design and layout.

2.8. Customer agrees not to submit or upload to the Solution or any of its components any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third party proprietary rights, invasive of personal privacy, or otherwise objectionable to a reasonable person (collectively "Objectionable Matter"). Customer will be responsible to ensure that information will be available to Users about how Users cannot submit any Objectionable Matter. Prodigio reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any Prodigio rules regarding appropriate use, but is not obligated to do so. Customer will comply with all applicable laws regarding Customer Data, use of the Service and the Prodigio Content, including laws involving private data and any applicable export controls. Prodigio reserves the right to terminate this Agreement for cause in case the Customer materially breaches the provisions of this Section.

2.9. Prodigio reserves the right to suspend or terminate immediately any Customer or User account or activity that is disrupting or causing harm to Prodigio's computers, systems or infrastructure or to other parties, where such disruption or harm is in no way caused by Prodigio or by Prodigio's lack of proper maintenance of its systems, or is in violation of state or federal laws regarding "spam," including, without limitation, the CAN-SPAM Act of 2003 or similar acts. Any such spamming activity by Customer will be a material breach of this Agreement.

2.10. Passwords and Access: Customer is responsible for all activities that occur under Customer's User accounts, including the User Accounts of certain permitted non-related third party End-Users. Customer is responsible for maintaining the security and confidentiality of all User usernames and passwords. Customer agrees to notify Prodigio within 48 hours of discovery of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

2.11. Customer has the right to develop interfaces to the Solution strictly for Customer's use in conjunction with its use of the Solution. Such Customer-developed software interfaces will remain the property of Customer, and Customer will have no obligation to return or destroy such Customer-developed software interfaces upon termination or expiration of this Agreement.

2.12. Customer shall be responsible for all content accessed through various engines or interfaces created for Solution by Customer, or by Prodigio ("Content"), in addition Customer is responsible for all data loaded (e.g. hosted catalogs).

2.13. Further, Customer shall be responsible for all relationships with third party Content providers (e.g. punchout vendors and Group Purchasing Organizations).

### 3. DELIVERY, ACCEPTANCE, AND IMPLEMENTATION

3.1. Delivery of the Solutions defined in Schedule B will be via the Internet through a secure, password protected web page.

3.2. Customer agrees that acceptance of the Solution(s) (as specified in a mutually developed Statement of Work which will be attached hereto as Schedule A, "Statement of Work") will occur upon Customer's agreement that the Solution(s) perform in a manner that is consistent with the User Acceptance Criteria included in the Statement of Work ("Acceptance Criteria"). Customer shall have 20 business days from date of Customer's receipt of the Solution(s) delivered by Prodigio to perform tests to determine whether the Solution(s) conforms to the defined Acceptance Criteria. If Customer does not notify Prodigio in writing that it does not accept the Solution(s) within 30 business days from date of Customer's receipt of the Solution(s) delivered by Prodigio, the Solution(s) will be deemed accepted.

3.3. Changes to Scope of Statement of Work or Implementation  
- Any changes to or deviations from the work or schedule set forth in the Customer Project plan must be agreed in writing by the parties

using a mutually agreed on Change Request Form. An authorized signatory of each party shall identify such changes in reasonable detail in writing to the other party representative(s) who shall have the authority to sign Change Request Forms.

3.4. Prodigio and its strategic partners will be solely responsible for delivery/implementation of the Solutions, unless otherwise agreed to and described in Schedules A and B.

### 4. SUBSCRIPTION FEES

4.1. In General. In consideration for the subscription granted by Prodigio under this Agreement, Customer shall pay Prodigio a fee as set forth in Schedule B.

4.2. Payment Terms. Each installment of the License Fee shall be due and payable in accordance with the Payment Schedule set forth in Schedule B. All amounts not paid within the agreed to payment terms shall bear interest at the rate of 1 percent (1%) per month, or at the highest rate allowed by law, whichever is less, from the due date until paid. FAILURE OF CUSTOMER TO PAY ANY UNDISPUTED AMOUNTS WHEN DUE SHALL CONSTITUTE SUFFICIENT CAUSE FOR PRODIGIO TO IMMEDIATELY TERMINATE THIS AGREEMENT.

4.3. Taxes. Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

### 5. OWNERSHIP

5.1. Title. The Parties agree that Master Licensor(s) and/or Prodigio (together with its strategic partners) owns all Intellectual Property rights, including source code, patent, copyright, trade secret, trademark and other proprietary rights, in and to the Solution and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Solution, whether made by Prodigio, Customer or any third party, except such ownership rights as set forth in Section 2.10 of this Agreement.

5.2. Transfers. With the exception of certain permitted sub-licensing as defined herein, under no circumstances shall Customer sell, license, publish, display, distribute, or otherwise transfer to a third party the Solution or any copy thereof, in whole or in part, without Prodigio's prior written consent.

5.3. Escrow. Master Licensor(s) will escrow the source code of the software with its Escrow Agent. The source code will be released to Customer upon the occurrence of the following:

5.3.1. If an involuntary petition is filed against Prodigio in a Federal Bankruptcy proceeding, or

5.3.2. Prodigio files a voluntary petition of insolvency and is unable to reorganize, or

5.3.3. Prodigio makes a general assignment for the benefit of its creditors, or

5.3.4. Prodigio liquidates substantially all of its assets or ceases to do business and maintain its software in the ordinary course of operations.

5.4. Should Escrow occur, Customer can use the source code only to maintain the licensed software for its own and will take reasonable measures which to protect it from disclosure.

### 6. CONFIDENTIAL INFORMATION

6.1. Customer agrees that the Solution(s) contains proprietary information, including trade secrets and confidential information that is the exclusive property of Prodigio. During the period this Agreement is in effect and for five (5) years after its termination, Customer and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer

shall not disclose any such proprietary information concerning the Solution(s), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee or agent of Customer without the prior written consent of Prodigio.

6.2 Except as otherwise provided in this Agreement or with the consent of other party, both parties agree that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning Prodigio or Customer, respectively, shall remain strictly confidential and shall not be utilized, directly or indirectly, by either party for its own business purposes other than contemplated by this Agreement or for any other purpose except as to information that (i) Was publicly known or made generally available in the public domain prior to the time of exposure, (ii) Becomes publicly known or made generally available to the public through no fault of the receiving party, (iii) Is in the possession of the receiving party, without confidentiality restrictions, at the time of exposure as shown by competent evidence prior to the time of exposure, or (iv) Is independently developed by the receiving party.

6.3 Prodigio is not a Business Associate as defined in the HIPPA Privacy Rule. Customer understands and agrees that the Solution(s) offered in this Agreement are not intended to receive, process, or store Protected Health Information (PHI). Customer understands and agrees that it is solely responsible for any PHI entered into a Prodigio Solution.

6.4 Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. Prodigio will not use the Customer Data for any purpose other than to provide the Service to Customer and for statistical reporting purposes. Prodigio may aggregate anonymous statistical data regarding use and functioning of its system by its various Users. Such aggregated anonymous statistical data will be the sole property of Prodigio.

6.5 Subject to the terms and conditions of this Agreement, Customer grants to Prodigio a non-exclusive license to use, copy, store, transmit and display Customer Data solely for the purpose and to the extent reasonably necessary to provide and maintain the Service in accordance with this Agreement.

6.6 Notwithstanding anything to the contrary contained herein, Prodigio may, to procure other customers and to generally promote its business, include Customer's name in its customer list as well as disclose that Customer is its customer, but Prodigio shall not disclose any further information except as described herein.

6.7 Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Act of 1933, as amended, and the rules and regulations promulgated there under, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

## 7. TERM, TERM(S) AND TERMINATION

7.1 The Agreement and Terms & Conditions shall become effective as of the Effective Date specified in this Agreement and remain in full force and effect until the Agreement terminates or expires, except for such provisions that shall survive termination or expiration as expressly set forth herein this Agreement. The term of Service will commence upon Acceptance of Service per the Criteria specified and shall continue for a period five (5) years ("Initial Term"). At the end of the Initial Term, the term of this Agreement may be renewed for successive two (2) year periods upon the mutual written agreement of Prodigio and Customer.

7.2 Either party may terminate this Agreement immediately if after giving thirty (30) days written notice for the other party's material breach, such material breach is not cured within such thirty (30) day period. "Material breach" shall include, without limitation, non-payment of undisputed amounts due from one party to another,

insolvency, bankruptcy, or a general assignment by either party for the benefit of its creditors.

7.3 The Date upon which the Termination is effective is referred to herein as the "Termination Date." Promptly after termination, Prodigio shall: (i) stop any further development of the Deliverables. Promptly after termination, Customer shall stop using all Prodigio solutions, except as otherwise provided herein this Agreement, such as but not limited to Section 2.10. Parties shall work in good faith to establish interim software maintenance and support terms, if required, as well as proper transfer of information of any unfinished development work. Section 6, Confidential Information shall survive termination of this Agreement and shall continue in full force and effect for five (5) years from the Termination Date.

7.4 Prodigio, in its sole discretion, may suspend or terminate Customer's username and password, account, or use of the Service if Customer materially breaches this Agreement and such breach has not been cured within 30 days of written notice of such breach.

7.5 In the event that this Agreement is terminated (for any reason), Prodigio will, within 5 days of a Customer's request, make available one backup of the Customer Data and System Configurations in Prodigio's standard format. Customer agrees and acknowledges that Prodigio has no obligation to retain and may delete Customer Data and System Configurations that remains in Prodigio's possession or control more than 60 days after termination.

7.6 Should Prodigio become subject to an insolvency event, Customer will be immediately entitled to a full backup copy of all Customer Data, System Configurations and the support to enable Customer to continue to operate their business for the remainder of the Term.

## 8. REPRESENTATIONS AND WARRANTIES

Both Prodigio and Customer (collectively referred as "Parties") hereby represent and warrant as follows:

8.1 Parties are duly organized and are duly authorized to execute and deliver this Agreement and to perform each of their respective obligations hereunder.

8.2 This Agreement is a legal and valid obligation binding upon Parties and enforceable in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium, and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.

8.3 The execution, delivery, and performance by Parties of this Agreement and the consummation by Parties of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate

8.3.1 any provision of law, rule, or regulation to which Parties are subject,

8.3.2 any order, judgment, or decree applicable to Parties or binding upon Parties' assets or properties,

8.3.3 any provision of Parties by-laws or certificate of incorporation,

8.3.4 any Agreement or other instrument applicable to Parties or binding upon Parties' assets or properties, or

8.3.5 any previous Agreement between Parties and any third party.

8.4 Parties are the sole and exclusive owner of any trademarks, trade name, service marks, logos or copyrighted material provided to the other Party.

8.5 Parties will not enter into any other Agreement or assume any obligation or restriction, which would be inconsistent with the exercise of rights and licenses granted to Parties herein.

8.6 No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by Parties in connection with the execution, delivery, and performance of this Agreement or the taking by Parties of any other action contemplated hereby.

8.7 Prodigio has licensed certain solutions from third parties (referred to as "Master Licensor" or "Master Licensors"). Prodigio represents that it has secured the appropriate rights to grant sublicenses to end users of the Solutions contained in Schedule B.

8.8 Prodigio warrants that it has the right to authorize the use of the Solution. If Prodigio's authorization of Customer's use of the Solution shall be invalid, Prodigio's sole obligation under this warranty shall be to refund to Customer the total amount received by Prodigio from Customer during the twelve (12) months prior to the date such authorization is deemed invalid, upon return to Prodigio of all software and related materials. Prodigio shall have no other liability to Customer or any other person because of the failure of such Solution to perform or the ineffectiveness of such authorization for any reason.

8.9 Prodigio warrants that the Solution(s) products delivered hereunder, including all modifications, corrections and enhancements thereto will have the functions and features and perform as described in the Statement of Work and such other specification as are agreed to by the parties. Prodigio makes no representation that the operation of software will be uninterrupted or error free, and Prodigio will not be liable for the consequences of any interruptions or errors. Further, both parties acknowledge that the Solution is capable of retrieving material from the Internet, which Customer may deem offensive or objectionable and that neither party shall have any liability to the other party or others for any such content retrieved through the use of the Solution.

8.10. The Service may include gateways, links or other functionality that allows Customer and/or Users to access third party services ("Third Party Services") and/or third party content and materials ("Third Party Materials"). Prodigio does not supply and is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use.

8.11 OTHER THAN THE FOREGOING WARRANTIES, ALL SOFTWARE AND SOLUTIONS ARE PROVIDED "AS IS." PRODIGIO DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, MERCHANTABILITY FOR COMPUTER PROGRAMS, AND INFORMATIONAL CONTENT.

## 9. INFRINGEMENT INDEMNITY

In the event that any Solution as provided by Prodigio to Customer under this Agreement is accused of infringing the intellectual property rights in a claim or cause of action by a third party and Customer promptly provides notice that it seeks Prodigio's indemnification, Prodigio shall indemnify Customer with respect to such claim or cause of action as follows: i) Prodigio may defend Customer against any legal action accusing infringement of such intellectual property rights, or ii) Prodigio may obtain appropriate licenses under such intellectual property rights. If Prodigio opts to defend, Prodigio shall pay all damages or settlements and control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and Customer shall, at Prodigio's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by Customer), provide all commercially reasonable assistance requested by Prodigio. Prodigio's maximum cumulative liability under this Section shall not exceed the total amount received by Prodigio from Customer in twelve months prior to the date of notice to Prodigio.

## 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

Each party (the "Indemnifying Party") shall defend, indemnify and hold the other party and its commissioners, directors, officers, members, employees, agents, and representatives (the "Indemnified Party") harmless from and against, any and all liabilities, together with any and all costs, expenses, and damages, including reasonable attorneys' fees and costs (collectively, "Damages") arising from claims

asserted by a third party or the Indemnifying Party's employees or agents as a result of the Indemnifying Party's, or its commissioners', directors', officers', members', employees', agents' and representatives' negligent acts or omissions, intentional acts or wrongful acts relating to performance under this Agreement, or breach of this Agreement. Damages shall not include any amount resulting from the Indemnified Party's (i) negligent acts or omissions, intentional acts or wrongful acts or (ii) breach of any representation, warranty, covenant or agreement, or breach or failure of performance under this Agreement. The indemnification obligation stated herein shall survive the termination or expiration of this Agreement.

Except for a breach of the Confidentiality and Indemnification obligations set forth in this Agreement, and to the extent permitted by applicable law: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR A MONETARY AMOUNT GREATER THAN THE TOTAL AMOUNTS PAID TO DATE PURSUANT TO THIS AGREEMENT, AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. GENERAL

11.1 Neither party may assign this Agreement, in whole or in part, without the other party's written consent, which consent shall not be unreasonably withheld, except that no such consent will be required in connection with a merger, reorganization or sale of all, or substantially all, of either party's assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of and enforceable against the parties and their respective successors and assigns. Any attempt to assign this Agreement other than as permitted above will be void. The Terms & Conditions of this Agreement are solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.

11.2 This Solution License Agreement, all Schedules, Schedules and any addenda hereto shall constitute the entire agreement between Prodigio and Customer with respect to the subject matter hereof and all prior Agreements, representations, and statements, verbal or written, with respect to such subject matter are superseded hereby, including without limitation any non-disclosure Agreement previously executed between the parties.

11.3 This Agreement may not be altered, amended, or modified, except as set forth herein, or except by written instrument signed by the duly authorized representatives of both parties. THE TERMS AND CONDITIONS OF ANY PURCHASE ORDER SHALL NOT SUPERSEDE THIS AGREEMENT OR ANY SCHEDULE OR ADDENDA TO THIS AGREEMENT.

11.4 The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the Commonwealth of Pennsylvania. In the event of any court action which may be allowed by this Agreement, the venue of such shall be in the State or Federal Court of Allegheny County, Pennsylvania, unless the parties shall otherwise agree.

11.5 Either party's failure to enforce strict performance of any provision of this Agreement shall not constitute a waiver of that party's right to subsequently enforce such a provision or any other provision of this Agreement.

11.6 Customer agrees that Prodigio may identify Customer as a Prodigio customer on its website and in press releases, presentations, and all general marketing materials. Customer understands that Prodigio may ask Customer to consider customer referral requests on terms that may differ from those contained in this Agreement (provided they are mutually acceptable).

11.7 Customer has independently evaluated the desirability to participate as a Prodigio Customer and is not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

11.8 In the event any provision of these Terms & Conditions is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of these Terms & Conditions will remain in full force and effect. The parties further agree that in the event such provision is an essential part of these Terms & Conditions, they will begin negotiations for a replacement provision.

11.9 Force Majeure. If the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes; provided, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.

11.10 Relationship of Parties.

11.10.1 Independent Contractors. In all matters relating to this Agreement, Customer and Prodigio shall act as independent contractors and not as principal and agent, employer and employee, partners or joint venturers. Nothing in this Agreement shall be construed to create any other relationship between the parties. Except as may be otherwise expressly permitted hereunder, neither party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity. In the performance of this Agreement, Prodigio and any agents, employees, and representatives of Prodigio will at all times act as an independent contractor and shall not be considered as employees of Customer. Neither Prodigio nor any agents, employees, or representatives of Prodigio shall have any claim against Customer for employee benefits of any kind. Prodigio shall be solely responsible for compensating its agents, employees, and representatives for services provided under this Agreement.

11.10.2 Taxes. Unless otherwise provided under this Agreement, Prodigio shall be solely responsible as an independent contractor for the timely payment of (i) all taxes related to the income or revenue of Prodigio, including business and occupation tax, and (ii) all taxes related to Prodigio's employees, including unemployment tax, workers' compensation tax, Social Security tax, federal and state income tax, and any other taxes applicable to services rendered by or amounts paid to Prodigio under this Agreement. Prodigio shall hold harmless and indemnify Customer from any liability for such taxes, interest, or penalties arising out of Prodigio's obligations contained in this Section. Customer shall provide Prodigio with prompt notice of any claim for indemnity hereunder. Any failure to notify Prodigio of a liability shall not affect the indemnification provided hereunder except to the extent Prodigio is actually prejudiced as a result of the untimely notice. Prodigio may not settle any such liability in any manner affecting Customer's liability without the Customer's prior written consent, which consent shall not be unreasonably withheld.

11.10.3 Audit. If Customer reasonably requests information needed by Customer to respond to a pending request in connection with an audit or investigation by a government agency, Prodigio shall provide documentation demonstrating that all such taxes, if such were required to be paid by Prodigio, have been timely paid. Customer agrees to maintain the confidentiality of such information except to the extent disclosure is necessary to the applicable governmental agency.

11.11 Insurance. Prodigio shall obtain and maintain throughout the term of the Agreement, on behalf of itself and all employees, agents, and contractors providing services hereunder, at its sole expense, (i) professional liability insurance covering errors and omissions in the

System and all services provided hereunder with limits of not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate, (ii) Commercial General Liability Insurance including coverage for contractual liability, product liability, personal injury and bodily injury, including death, in an amount not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Prodigio shall furnish the Customer with a certificate of insurance evidencing the coverage as outlined above at the request of the Customer. Prodigio shall carry Workers' Compensation Insurance as required by applicable law.

11.12 Notice. All notices, demands, requests, or other communications required to be given or sent by either party, will be in writing and will be mailed by first class mail or by courier service, postage prepaid, or transmitted by hand delivery, electronic mail, or facsimile (with a confirmation copy sent by first-class mail), addressed as follows:

**Prodigo Solutions Inc:**

Prodigo Solutions Inc  
600 Cranberry Woods Drive, Suite 150  
Cranberry Township, PA 16066  
Attention: Legal Department  
Fax: 412-202-7947  
Email: legal@prodigosolutions.com

**Customer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such notice will be deemed to have been given upon the expiration of 36 hours after mailing (if sent by first class mail) or sending by courier or 12 hours after sending (if sent by email or facsimile), or, if earlier, when received. Either party may, by giving notice, change its applicable address, email, or other contact information.

11.14 Compliance.

11.14.1 With Applicable Law. Customer and Prodigio will comply in all respects with all applicable federal, state and local laws and regulations, including the Social Security Act, the False Claims Act, the Anti-Kickback Act, and the regulations of the Department of Health and Human Services, as those laws and regulations now exist or as subsequently renumbered or revised.

11.14.2 Amendments to Comply with Law. If for any reason the performance of this Agreement should become a risk to Customer's licensure, the participation of Customer in, or payment or reimbursement from Medicare, Medicaid, or other government reimbursement or payment programs, Customer's full accreditation by any state or nationally recognized accrediting organization, the tax exempt status of Customer, compliance with limitations applicable to tax exempt bond financing, or constitute a violation of any statute, ordinance, or regulation, then notwithstanding anything herein to the contrary, the parties shall immediately initiate negotiations to resolve the matter through amendments to this Agreement. If the parties are unable to resolve the matter within thirty (30) days thereafter, either party may, at its option, terminate this Agreement immediately by providing written notice thereof to the other.

11.14.3 Debarment. Prodigio warrants and represents that Prodigio and all personnel directly involved in providing services under this Agreement (i) have not been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. § 1320a(7), (ii) have not otherwise been excluded from doing business with the federal government as provided by the list maintained by the General Services Administration ("GSA"), and (iii) have not been convicted of a felony or any crime relating to healthcare. If during the term of this Agreement, Prodigio or any such individual is placed on the

sanctions list, excluded from government contracts, or convicted of a felony or any crime relating to healthcare, Prodigio will promptly notify Customer in writing of the event and such notice shall contain reasonably sufficient information to allow Customer to determine the nature of the sanction, exclusion or conviction, and in such event, Customer will have the right to terminate this Agreement immediately by written notice to Prodigio without further obligation.

11.15. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

11.16 No Third Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to confer upon any person or entity except the parties hereto any rights or remedies hereunder, and there are no third party beneficiaries of this Agreement. This Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

11.17 Counterparts. This Agreement may be executed by facsimile or in multiple copies, each of which shall be deemed an original, and all of which taken together will constitute one single agreement.

The Terms & Conditions of this Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. Except as provided herein, the rights and remedies of the parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity. These Terms & Conditions shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns. Each party shall comply with all applicable laws, regulations, and ordinances relating to their performance hereunder.

IN WITNESS WHEREOF, the parties to this Agreement hereby indicate their acceptance of the terms and conditions stated herein by the signatures of their authorized representatives.

**AGREED TO AND ACCEPTED:**

**Maricopa Integrated Health System**

By:

**PRODIGIO SOLUTIONS INC.**

By:

Name:

Title:

Date:

Name: Bob Pavlik

Title: EVP

Date:

**SCHEDULE A TO THE MASTER SERVICES AND END USER LICENSE AGREEMENT**



**Statement of Work**

**For**



**DRAFT COPY**

*This generic document is intended for review purposes only. A formal Statement of Work call will be completed with the Prodigo Solutions LLC implementation team and a Statement of Work document will be prepared to address Maricopa Integrated Health District (MIHD) specific implementation requirements.*

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**1.0 Introduction**

**Exhibit 0: The Team**

*Our Team Has a Long History of Supporting the Healthcare Community*

Project Leads	
Prodigo Solutions LLC	Ted Dagnal Director, Client Services 412.889.1621 <a href="mailto:ted@prodigosolutions.com">ted@prodigosolutions.com</a>  <a href="#">Project Manager Information</a>

**Exhibit 1: Summary of Team Experience**

*Our team has demonstrated capabilities in all functional areas relevant to this domain.*

Project Management	
Data Integration	
Workflow Configuration	
User Interface Design	
Supplier Onboarding	

Customer Support								
Training								
HealthCARE Supply Chain Best Practices								
Prodigo Solutions	X	X	X	X	X	X	X	X

The remainder of this proposal contains the technical discussion that includes our understanding of the problem statement, our technical approach to the tasks in the statement of work, our project administration and management approach, team capabilities, and personnel; as well as the Cost Proposal for this task order.

**2.0 Project Background**

Maricopa Integrated Health District (MIHD) is committed to delivering savings for the enterprise. However, MIHD has identified several barriers to achieving optimal operational efficiency. These barriers include:

*This is a list of barriers that MIHD has identified. It is used to provide focus and direction for the implementation team.*

- Desire to increase contract compliance
- Desire to increase process automation
- Current ERP User Interface is not user friendly/efficient
- High levels of special requests (causing significant manual handling and rework)
- Poor overall data quality (specifically in relation to the Item Master)
- Poor overall user adoption of procurement tools/processes

In order to improve operational efficiency and to drive cost reduction, MIHD requires a procurement platform system that includes the following core capabilities: robust content management, contemporary and advanced search and a simple user-friendly interface. MIHD and Prodigo Solutions will accomplish this by implementing ProdigoMarketplace.

Further, MIHD desired procurement platform must allow internal MIHD to improve responsiveness, lower cost, reduce cycle time by optimizing internal logistics and by linking suppliers and trading MIHD to deliver the right products, at the right price, to the right place.

**3.0 Project Scope**

**This project involves the implementation of ProdigoMarketplace and consists of the following key elements: contemporary search tool, robust content management and a user-friendly interface. The following is a detailed outline of the Project Scope by phase. After the initial project kickoff meeting, a formal project plan (with milestones and dates) will be provided for review and final approval. See Appendix D for detailed project breakdown.**

**3.1 In-Scope MIHD Requirements**

- All current ProdigoMarketplace functionality is available as part of this deployment.
- MIHD SPECIFIC REQUIREMENTS WILL BE LISTED HERE AT A LATER DATE WHEN A MORE DETAILED STATEMENT OF WORK CAN BE CREATED.

**Exhibit 3: Project Breakdown**

**Project Breakdown \***

## PROJECT TIMELINE:

Task	Duration	Start
Kick Off	1 Day	3.1.1.1
Project Plan Posted	1 week	
Implementation	3-5 Months	3.1.1.2
Training	2-3 Weeks	3.1.1.3
Go Live	3-5 Days	

### 3.2 Additional MIHD Requirements – extra charge applies

- Prodigio Solutions includes the standard training videos as a part of its standard technology solution. Should MIHD choose to customize or add additional modules, Prodigio will contract with MIHD at the rate of \$195 per hour, plus travel and living expenses. All travel will be done within the guidelines of the MIHD travel and expense policy.

### 3.3 Out-of-Scope MIHD and Other Requirements

- Business Unit / Location: The scope of this implementation is limited to current and future MIHD business units only.
- Changes to browser settings (IE, Safari, Firefox, or Chrome) by Prodigio are out of scope.
- Any feature enhancements that are not currently part of the ProdigioMarketplace are out of scope unless mutually agreed upon by Prodigio and MIHD

*Note: Any requirements deemed to be required for go-live, that are not in scope, must be requested via the Change Control Process (section 6) and be documented in the Prodigio Requirements document template.*

## 4.0 Assumptions and Responsibilities

**The Services, fees and delivery schedule for this engagement are based upon the following assumptions, representations or information supplied by Client thus far in onsite meetings and conference calls.**

### 4.1 Assumptions

- Subject Matter Experts representing MIHD Supply Chain, Finance and IT organization (as well as other functional areas) will be readily available to respond to the Implementation Team questions and assist in identification and prioritization of metrics.
- If conceptual design exposes a need for additional technology components not currently part of Client's licensed toolset, vendor analysis and selection will not be provided in the scope of this engagement. For this engagement we understand that MIHD ERP system will connect to the ProdigioMarketplace

The Implementation Team is relying upon the information provided by MIHD and will assume that such information is true, accurate and complete. Any changes in these assumptions, material additions or substitutions may impact project fees and timelines.

## 4.2 Implementation Team Responsibilities

The Implementation Team will be responsible for working with the MIHD project team and management on the following:

- Defining the overall approach for the Project, and following through on the approach described in this document.
- Assisting with the completion of deliverables as outlined herein.
- Providing experienced, qualified resources to perform the work detailed herein.
- Providing detailed work plan, tasks, and activities for the project team.
- Coordinating weekly status and design meetings.

## 4.3 Client Responsibilities

In connection with the Implementation Team's provision of the Services, MIHD will perform the tasks, furnish the personnel, provide the resources, or undertake the responsibilities specified below ("Client Responsibilities").

- Commit to attending weekly status meetings (held via conference call) during implementation phase, with the appropriate subject matter experts.
- Commit to attending monthly status meetings (held via conference call) after initial go-live. These meetings will be critical for monitoring and measuring key success metrics.
- Keep the Implementation Team informed of any organizational, technical, or other material issues or changes that may affect the overall implementation.
- Team members listed herein will be available on a timely basis to participate in completion of all tasks as well as resolve issues on a daily basis.
- MIHD will provide adequate workspace to facilitate conducting discussions during any on-site visit. MIHD will provide one small to medium-sized conference room when onsite meetings are required.
- Sign off on a revised SOW prior to implementation. Changes to scope or requirements during the project will also require formal signoff as outlined in section 6.0 of this document.
- Provide detailed written requirements of any customizations required for Go Live.
- MIHD is responsible for developing their own test scripts. The acceptance criteria (Appendix A) serve as an initial list that MIHD should expand.
- Per the acceptance criteria listed in Appendix A, execute and sign off on all testing, including stress/load testing, content/pricing validation and integration testing with your ERP system.
- Complete and certify training of end users prior to the mutually accepted go-live date. Certification of end users requires evidence of the following competencies: ability to search by keyword, supplier/manufacturer part number, create a favorites list, use checkout history, quick order, access a punchout supplier and add items to a cart and checkout.

## 5.0 Implement ProdigioMarketplace

### 5.1 ProdigioMarketplace Design

**Prodigo shall set up and conduct design sessions with the MIHD Project team to discuss the system design and to identify specific requirements. Prodigio will provide the conference call and web meeting information for these sessions. MIHD will provide the right technical and functional resources to attend these sessions.**

Prodigo will work with MIHD to design any user specific information related to the ProdigioMarketplace in order to ensure each user or user group has access to the right content set.

Prodigo and MIHD will design a MIHD branded User Interface (UI) per specifications provided by the MIHD

Marketing Department. The UI design is limited to the branding and color scheme used throughout the system and does not include any changes to the page layout or style sheets used to configure the page or site.

Prodigo and MIHD will design how content is updated in the system. Prodigo can support various update schedules (i.e. daily, weekly, or monthly). Catalog interfaces will also be part of the Marketplace design. Catalogs can be sent to the Marketplace in various forms (i.e. FTP, email, or manual entry of individual items). Prodigo and MIHD will design a format and interface type during this phase as well as an update schedule.

Prodigo and MIHD will design the interface between the MIHD ERP system module and the ProdigoMarketplace. Typically this interface is configured using a native cXML Punchout capability. Prodigo will provide a sample of the cXML set up *needed to configure the punchout from the MIHD procurement module.* The Punchout Order Message (POOM) design must be completed prior to testing to confirm that cart baskets from the ProdigoMarketplace successfully populate an ERP System requisition upon checkout. The POOM is a standard cXML payload and is sent back to the ERP via a standard web service.

**Exhibit 4: Interfaces and Connection Points**

Complete data design and integration between Prodigo and ERP eProcurement. Ensure the following interface is supported for Go Live				
#	Interface	Direction	Frequency	Type
1	ERP Item File	ERP to Prodigo	Daily	Batch
2	ERP cXML Connection - POSR	ERP Procurement to ProdigoMarketplace	On Demand	cXML Punchout
3	ERP cXML Connection - POOM	ERP Procurement to ProdigoMarketplace	On Demand	cXML Punchout

**5.2 ProdigoMarketplace – Build**

During the Build Phase, Prodigo synthesizes the technical and functional requirements from the Design Phase to develop the solution. Prodigo will work with MIHD to configure the integration between the ERP System and the ProdigoMarketplace. Additionally, Prodigo will work with MIHD to contact the suppliers that will connect to Prodigo Marketplace via punchout. After the initial call with the supplier, Prodigo will complete the onboarding process and test the connection prior to providing access to MIHD. Prodigo will also set up the suppliers that will be locally hosted in the Marketplace. Prodigo will provide MIHD with an Excel Spreadsheet to capture the content for each locally hosted catalog. Prodigo will also provide MIHD with either an FTP site or custom email address to send the captured file into the ProdigoMarketplace Admin. MIHD will validate and monitor the content being loaded as well as verify item pricing.

**5.3 ProdigoMarketplace – Test and Train**

Prodigo will conduct initial Marketplace unit testing. Prodigo will then release the system to MIHD to complete QA/System testing. Finally, MIHD will complete the User Acceptance Testing (UAT) and provide feedback to Prodigo on any issues encountered (i.e. not working as expected or designed). MIHD will capture all issues on an excel spreadsheet provided by Prodigo. Prodigo will address each issue and determine whether or not the issue is in scope or a missed requirement that is out of scope. Prodigo will address all issues in scope.

During this testing phase, Prodigo recommends focusing on making sure Requesters can see the right content set as well as how the search results are presented to the users. Testing should also include ensuring the content is set up properly and the item attributes and pricing are correct. MIHD will also test all features and capabilities in the system and provide feedback to Prodigo on any issues. MIHD should also be able to conduct end-to-end testing during this phase, meaning; requisitions created in the ERP system with content sourced from ProdigoMarketplace are returned to the ERP system and converted into an ERP Requisition and Purchase

Order.

Prodigo will work with MIHD to develop a custom training plan that will consist of the following mixed approaches; onsite "Train the Trainer" and or User/Approver sessions, web based training documentation for all products, and webinar sessions for those folks that cannot make the onsite sessions. MIHD will provide a conference room or large room for the onsite training sessions as well as Internet access and laptop projector or large flat screen monitor to help facilitate the sessions. Prodigo will provide personnel to conduct the training that are familiar with the project and the application. MIHD is responsible for printing all training documentation to support the training sessions.

Prodigo will build a Final MIHD specific Project Plan and post it on the Prodigo Project Management Website (Comindwork, <http://www.comindwork.com>) after the SOW has been approved.

#### 5.4 ProdigoMarketplace – Deploy and Go Live Support

Prodigo will deploy the system to MIHD by providing all accounts and access levels identified during the Design and Build phases. Prodigo will also support the "Go Live" process by being on site and supporting any issues that occur. The onsite "Go Live" support could last between 3-5 days. Prodigo will also outline the support process after "Go Live" by providing the MIHD team with access to the Prodigo Knowledge Base, support email address, and toll free support phone number. Prodigo will work with MIHD on the support model and discuss the different levels of support so that all MIHD constituents feel comfortable using the tool.

#### 6.0 Change Control Process

During the project either party may request changes to the roles, participation level, or resources described in this Agreement. "Changes" may include additions, deletions, or modifications. Prodigo and Client shall execute such Changes via an electronic Change Order process. Each Change Order shall contain a description of the Changes and include the elements shown on the sample Change Order contained in Appendix C.

#### 6.1 The Change Order Process shall be executed as follows

- Discussion of the proposed change will occur between the implementation team and the client
- Implementation team will document this via the Change Order Form
- Proposed Changes will be discussed with client lead team managers at either the standing weekly lead team meeting or an ad hoc meeting
- Implementation team will send an electronic mail to client project manager, or designated contact person
- Within five days of receipt, client contact will respond via electronic mail with a statement indicating:
  - *"I Approve this Change Order request"*- This then means the approver will take responsibility for modifying the requisition amount and any other internal processing required.
  - *"I reject this Change Order request"*- This then means the case implementation team will not proceed with the proposed work.

The Implementation Team shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon as described above.

Client or Implementation Team shall compensate the other at the same rates as those described under fees & expenses, client discounted rates, or, in the case of a fixed fee engagement, at the rates used in calculating such fixed fee.

Any change effected hereunder shall be subject to all of the terms and conditions set forth herein.

**7.0 Schedule**

An ERP specific Project Plan will be provided to MIHD upon the completion of a more detailed Statement of Work.

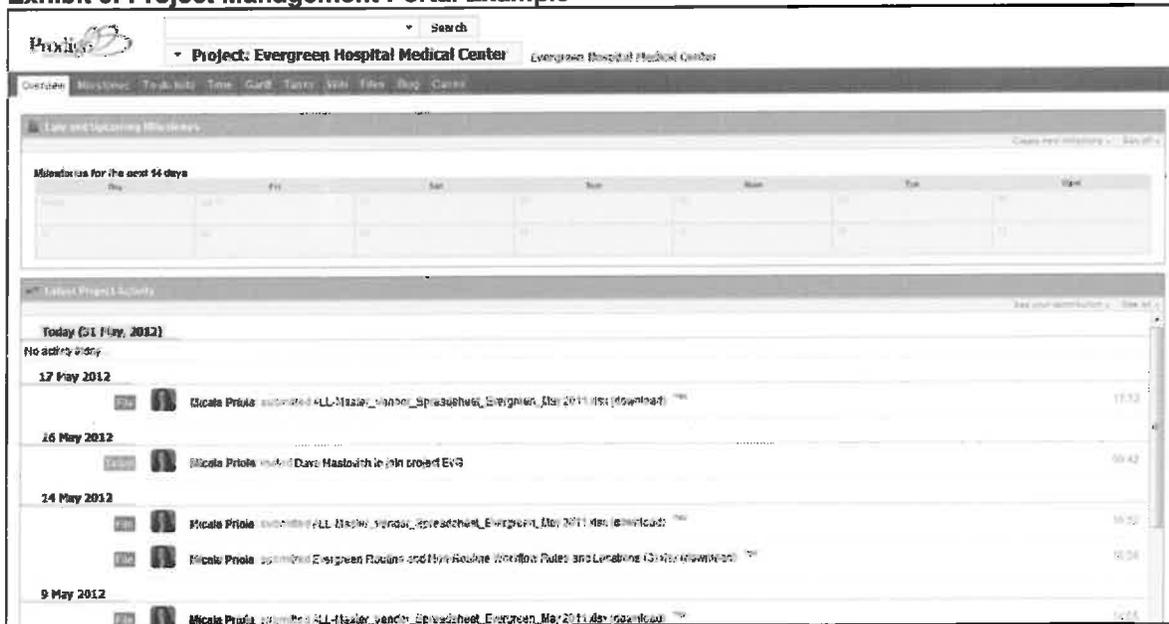
**8.0 Deliverables**

**Exhibit 5. Deliverables**

Deliverable	Description
Project Work Plan	During project kickoff, a Project Work Plan will be presented for the project. This work plan will include a timeline, key activities, milestones, deliverables, and resources assigned to specific tasks
Management Lists: <ul style="list-style-type: none"> <li>○ Issues</li> <li>○ Tasks</li> <li>○ Calendar</li> </ul>	Management lists will be created for the client and Prodigio project team members to manage "Issues", track "Tasks" and the "Calendar". The management lists will be available through a web-based project management site that Prodigio will set up and administer.

There will be a list of acceptance criteria to accompany the deliverables ([Appendix A](#))

**Exhibit 6: Project Management Portal Example**



**9.0 Subscription and Maintenance**

**SUBSCRIPTION PROFILE AND TERM**

Client **Maricopa Integrated Health District**  
 Subscription Type Standard  
 Term Refer to Master Services Agreement for details concerning the contract term

Client has agreed to subscribe to the following solutions:  
**Exhibit 7: Subscription Profile**

Solution Element	License Type	Go Live Configuration	Additional Fees
ProdigoMarketplace	Subscription	Supplier connections: See agreement Hosting: See agreement	None

*For Details on Maintenance & Support Terms See Appendix B*

**10.0 Personnel**

**10.1 Personnel Summary**

**Exhibit 8: Key Personnel**

Name/Role	Prodigo - Contact Information
Prodigo Overall Project Manager/Solution Lead	
Prodigo Project Team Member/Project Management	
Prodigo Executive Stakeholder	

**CLIENT:** \_\_\_\_\_

**Prodigo Solutions, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit 9: Client Key Personnel**

Name/Role	MIHD - Contact Information
Project Sponsor	
Project Manager	
Functional Analyst	
Technical Analyst	TBD

**Exhibit 10: Roles and Rates**

Role	Hourly Rate
Technical Consultant	\$195.00 Hour
Project Management	\$125.00 Hour

*Note: Any requirements deemed to be required for go-live, that are not in scope, must be requested via the Change Control Process in Section 6*

**Appendix A: Sample Acceptance Criteria**

ProdigioMarketplace						
Test No.	Acceptance Criteria	Functional Area	Pass/Fail	Owner (Client or Prodigio)	Validated By	Comments
PM1	User can execute a Keyword search	Search		Client		
PM2	User can execute a Supplier Part Number Search	Search		Client		
PM3	User can execute a Manufacture Part Number Search	Search		Client		
PM4	User can execute an Item Master Part Number Search	Search		Client		
PM5	User can sort search results by attributes	Search		Client		
PM6	User can refine a search using the Refine Search Feature	Search		Client		
PM7	User can refine a search by clicking on a vendor name or category name	Search		Client		
PM8	User can share a Favorite (if enabled)	User Preferences		Client		
PM9	User can make changes using Profile tool	User Preferences		Client		
PM11	User can execute a search across all suppliers	Search		Client		
PM12	User can fill a cart with items from a single or multiple vendors	Shopping cart functionality		Client		
PM13	User can save a cart to their Favorites List, then retrieve that Favorite on a later session	Favorites functionality		Client		
PM15	User can execute a Quick Order	Build cart		Client		
PM16	User can create a Special Request (if enabled)	Build cart		Client		
PM17	User can save items to the Favorites area.	User Preferences		Client		
PM18	System can receive and post the Item Master to the ProdigioMarketplace via an automated process	Integration		Client		
PM19	User can access all loaded supplier punchout sites	Integration		Client		
PM20	User can return a cart from each punchout supplier	Integration		Client		

PM19	User can fill a cart with items from a punchout site and checkout to ERP	Integration		Client		
PM20	User can add items to a cart from their checkout history	Checkout History		Client		
PM21	User can see Alerts submitted by an Admin when they connect to the ProdigioMarketplace from the ERP system	Alerts		Client		

## Appendix B: Maintenance & Support Terms

- As a subscriber to the Prodigio Solutions Platform (ProdigoMarketplace ), Client has rights to the following for so long as Client is current in the payment of fees to Prodigio:
  - **Support Services:** Prodigio Support Services are available to Client's in-house help desk, system administrators, or other approved designees, via phone, email or other designated means, from 8:00 a.m. to 8:00 p.m., Eastern Standard Time, Monday through Friday, excluding Prodigio observed holidays, unless otherwise specified. After hours support can be obtained by sending an email to support@prodigosolutions.net which will alert all Prodigio Help Desk personnel.
  - There are two specific-types of Support Services offered:
    - **(a) Scheduled Support:** The provision, when and if available, of version upgrades, major or minor, including bug fixes and service packs and any documentation related to the Licensed Technology.
    - **(b) Help Desk Support:** Prodigio will provide the Client assistance by telephone or internet or otherwise with respect to the Licensed Technology, including:
      - (i) clarification of functions and features of the Licensed Technology
      - (ii) clarification of the Documentation
      - (iii) guidance in the operation of the Licensed Technology
      - (iv) Error verification, analysis and correction. All errors must be related to a perceived or identified error in the Licensed Technology attributable to Prodigio and not previously identified attributable to Prodigio shall be those that are reproducible on an unmodified and supported version of the Licensed Technology.
- The Prodigio Help Desk will support issue related calls as described below:
  - 1) A Client Admin and/or Client Help Desk representative and/or Licensee Help Desk representative can contact Prodigio's Support Services using the following information:
    - a. Email address: support@prodigosolutions.net
    - b. Phone: 1.855.583.6946
  - 2) A Prodigio Help Desk Representative will acknowledge the call or email within a 1 hour and log a Help Desk Ticket in Prodigio's Help Desk Management System (HDMS).
    - a. All issue details, resource leads, communication, notes and resolution information are permanently tracked and maintained within the HDMS for future use.
  - 3) Upon notification of the technical issue, Prodigio will classify the issue and respond back to the Client and/or Licensee with an acknowledgement email. Prodigio support will begin corrective action efforts immediately to supply a reasonable correction or work –around solution as soon as possible (see chart below for tiers, resolutions goals and other details)
  - 4) Prodigio will assemble the appropriate personnel to analyze the situation, identify potential solutions and determine the best action plan.
  - 5) The Client and/or Licensee may be required to participate in this process when necessary and provide Prodigio with additional documentation and examples to assist in resolving the issue.
  - 6) A Prodigio representative will keep Client informed via email and/or phone communication at least on a daily basis of the status and progress of any open help desk call related to a Level 2 or 3 Tier issue

- 7) In the event of a Level 1 Tier issue - Critical Failure of Service - additional services are incorporated as follows:
- a. Prodigio will acknowledge the issue with the following SLA: between the hours of 8AM – 5PM, Prodigio will acknowledge receipt within 30 minutes. Between the hours of 5PM – 8AM, Prodigio will provide MIHD with an after hours support phone number to call that will connect them with a Prodigio Support technician to determine the nature of the outage. This phone number is only available for Tier 1 issues after hours and is not available for Tiers 2 and 3.
  - b. Communication between Prodigio and the Client and/or Licensee will be provided via email or phone at least every four ( 4) hours.
  - c. Assign senior engineers to coordinate with Prodigio's hosting partner and take corrective action to resolve the issue.
  - d. The Prodigio Help Desk will alert the appropriate Prodigio Account Manager of the situation who will be made available to the Client and/or Licensee for any adhoc meeting requests or resolution updates.
  - e. Exercise all commercially reasonable efforts on an urgent first priority basis to provide client with a temporary solution as soon as reasonably possible and/or a permanent solution as soon as commercially feasible.
  - f. Upon resolution, communicate the issue details, reason, and resolution to the Client and/or Licensee via email.

Support Tier Structure

Tier Level	Resolution Goal	Resolved By	Level of Issue/ Problem
Level 1	24 Hours	Prodigo Help Desk	HIGH~ Critical Failure of Service / Functionality / Agent Maintenance / or Elevation of Level 2 Issue
Level 2	1 – 3 Days	Client Help Desk or Prodigio Help Desk	• Medium~ Non-Critical Functionality Error / Unexpected Result or Elevation of Level3 Issue
Level 3	1 – 5 Days	Client Admin	• Low~ Non Critical Business Level Administrative or Setup Error / New Agent Development Request
Functionality Tier	Next Release	Prodigo Help Desk	• Functionality~ Non-Standard Requests / Product Enhancement Suggestions

Prodigo's Supplier Maintenance services correct and/or update supplier site alteration or changes to client

business rules. Supplier Maintenance is coordinated by the Client Administrator as a "Level 1" Issue with Supplier update files returned to the Client typically within twenty four (24) hours. As a value added service, Prodigio concurrently monitors supplier site changes to ensure connectivity and uptime. In such cases Prodigio will notify the Client Administrator or Help Desk, make the appropriate alterations to the Supplier, test the connectivity and update the client as to the status.

1. Supplier monitoring notifies (via an e-mail alert) Prodigio Support Help Desk, if site is not responding, most common causes are:
  - a. Internet connection problem,
  - b. Supplier site is down,
  - c. Supplier site is going through a major upgrade
2. Prodigio Support will remove setup of the Supplier connection, create ticket with "Tier Level 1 Resolution"
3. Prodigio Support will investigate cause, modify and test
4. Supplier connection is tested and re-deployed on Client Environments

Prodigio Support submits email notification regarding corrective action and redeployment to Client Admin and Licensee Help Desk when the ticket is closed.

## **10.2 Software Release Policy**

All version releases are scheduled with the assigned **MIHD** contact prior to release. All Version releases are published to a Staging environment which can be made available to the **MIHD** upon request as defined in the **MIHD SLA** agreement. Software updates are scheduled for release based on the following Classification definitions and timelines.

These questions are used to determine the appropriate level of impact and/or risk:

### **10.2.1.1 Software Classification:**

#### **Tier 1 - High Impact**

- Is this a new feature release?
- Will the new functionality be deployed as a system wide feature?
- Is this change visible to all users of the system or function?
- Does this change affect multiple client areas / multiple services / multiple support areas?
- Is the change difficult or impossible to back out?
- Does this change require onetime jobs, conversion of data / formats or values prior to installation?
- Does this change have change dependencies that expand across multiple **MIHD** departments [IT, Materials Management, Contracting, Supply Chain]?
- Would problems with the change result in having service interruptions?
- Would problems with the change potentially have impact outside of the **MIHD** [eg. trading **MIHD**]?

#### **Tier 2 - Medium Impact**

- Is this a patch of existing functionality?
- Will the new functionality be a configurable feature based on **MIHD** preference?
- Is it difficult for the user to change their configuration?
- Will the change be available to multiple departments?
- If a problem occurs, will the service become unavailable or would there be significant reduction in the quality of service?
- Does this change require onetime jobs, conversion of data/ formats, or values prior to installation
- Would failure of the change impact other system availability of function?

#### **Tier 3 - Low Impact/No Impact**

- Is this change independent of any dependencies (changes or resources)?
- Would failure of the subsequent change be limited to only the system being modified?

- Will the change have only minimal or insignificant impact on the quality of service?
- Will services continue to be available even if the quality of service may be reduced during the change process?
- Will the change be visible only to a contained group of end users?
- Has the change been implemented successfully a number of times before?
- Is this change a part of a proven procedure?
- Can change be implemented or backed out quickly without requiring support external to the Change Assignee's support staff?

**10.2.1.2 Release Schedule:**

Release Type	Description	Release Class	Release Schedule	Notification Period
Version Release	New functionality	Tier 1	Quarterly	2 weeks prior
Build	Enhancement to existing functionality	Tier 2	Monthly	2 days prior
Patch	Fix of existing functionality	Tier 3	As required	24 hours prior

**Section 4 Hosting Service Level Agreement**

Because availability is vital for your mission-critical hosting environment, our SLA is designed to protect our MIHD against unscheduled outages. We have options to support our MIHD uptime requirements. Pricing for uptime is dependent on the level of service the MIHD wants Prodigio to guarantee. Higher SLA terms are available for an additional cost. Details can be obtained through the Prodigio Sales Rep.

**Hosting Provider Infrastructure**

Prodigo, through our hosting partner, guarantees that the critical infrastructure systems, power, and HVAC, will be available 99% or better in a given month, excluding scheduled maintenance. Critical Infrastructure includes functioning of all power and HVAC Infrastructure including UPSs, PDUs and cabling, but does not include the power supplies on MIHD servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems and the MIHD records such failure as a case with Prodigio Support. Infrastructure downtime is measured from the time the MIHD opens a case regarding server downtime to the time the problem is resolved and the server is powered back on.

**Prodigo Hardware and Software**

Prodigo's standard uptime guarantee is 99% for all hardware components and will replace any failed component at no cost to the MIHD. Hardware replacement will begin once Prodigio identifies the cause of the problem. Hardware replacement is guaranteed to be complete within four hours of problem identification.

Prodigo guarantees a 99% uptime of all software components. Outages and system issues are reported using our Maintenance & Support Terms, which is Appendix B of this SOW. Software outages and recovery procedures are part of our Back up, Recovery and Disaster Operations procedure. Prodigio will share our process but do not publish the details of this plan without a signed agreement in place.

**Appendix C: Change Request Form**  
 Prodigio Change Request Form

<b>Project Name</b>		<b>Reference Number</b>	
<b>Project Manager</b>		<b>Date Requested</b>	
<b>Requestor</b>		<b>Date Required</b>	
<b>Change Request Details</b>			
1.			
2.			
3.			
<b>Impact Analysis</b>			
<b>Work products to be modified</b>			<b>Version number</b>
1.			
2.			
3.			
<i>State foreseen impact of the suggested changes.</i>			
<b>Schedule Impact &amp; Scope of Work</b>			
<b>Deliverables Description</b>	<b>Effort Hours</b>	<b>Date Required</b>	<b>Resource Required</b>
1.			
2.			
3.			
<i>Based on the impact, state the projected timing consequences of making the requested change. List the tasks and work effort in man-hours or man days.</i>			
<b>Decision</b>			
<input type="checkbox"/> Approved		<input type="checkbox"/> Rejected	
<input type="checkbox"/> Approved with modifications		<input type="checkbox"/> Deferred	
<b>Justifications</b>			
<i>Signature Block</i>			

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**Appendix D: Detailed Project Breakdown**

<b>ProdigoMarketplace</b>
Will ERP system timeout be an issue (Heartbeat)?

# of items in Item Master
# of Local Catalogs
# of Punchout Vendors
# of Requesters
GPO Extract?
Using UNSPSC/Category Code?
# of Filter Groups (Filtering Content by Business Unit)
Will Special Requests be available for Go Live?
Will the Staging Tool be available for Go Live?
Will duplicate logic or Location Based Filtering be necessary for Go Live?
Will replacement functionality be necessary for Go Live?
Full/Partial Go Live?
Tentative Go Live Date
Does Prodigio need to be Onsite for Training/Go Live?
Does MIHD have a separate Requirements Document (Will be added to the Prodigio SOW)
Any NEW development required for Project? Example: Heartbeat (NOTE: Will need to add these tasks to the Project Plan)
Will the Training Video need edited?

**Schedule B – Subscription Profile and Term**

**Client** Maricopa Integrated Health System  
**Subscription Type** Standard  
**Term** The term of Service is effective for 5 years (the “Initial Term”). At the end of the Initial Term, The Agreement and Terms & Conditions are effective as of Effective Date, and shall remain in full force and effect until the Agreement terminates or expires, except for such provisions that shall survive termination or expiration as expressly set forth in the Agreement.

**Client has agreed to subscribe to the following solutions:**

Solution Elements	License Type	Go Live Configuration	Additional Fees
ProdigoMarketplace	Subscription	Per the Statement of Work(s)	N/A

**Total Annual Contract Price: \$112,000** (\$560,000 total over contract term excluding implementation fees)

**Payment Schedule:**

Description	Fee Amount	Payment Terms
Annual ProdigoMarketplace Subscription Fee	\$102,000	30 days after go-live and every anniversary
Annual Maintenance & Hosting fee	\$10,000	30 days after go-live and every anniversary
One-Time Implementation Fee	\$20,000 Plus Travel and Expenses	30 days after execution of agreement

**Payment Terms:**

- All payment due thirty (30) days from the receipt of proper invoice.
- MedAssets will pay 1<sup>st</sup> year Annual ProdigoMarketplace subscription fee and Annual Maintenance & Hosting fee (\$112,000), Customer will pay One-Time Implementation Fee (\$24,000).
- Customer will pay 2<sup>nd</sup> through the 5<sup>th</sup> year Annual ProdigoMarketplace subscription fee (\$102,000)
- MedAssets will pay the 2<sup>nd</sup> through the 5<sup>th</sup> year Annual Maintenance & Hosting Fee (\$10,000)

**Client Purchase Order:** The following purchase order number has been approved and will be referenced in all billing:

\_\_\_\_\_

**Notes:**

(1) The pricing outlined herein does not include changes in configuration, additions, etc. as requested by the Client, or additional professional services resulting from changes in scope. Any and all changes will be agreed to in writing and amended to this Master Agreement.

**Consulting Services – Schedule of Rates:**

For required resources deemed to be beyond the intended project scope, the following rates will apply:

Role	Hourly Rate
Technical Consultant	\$195 / hr.
Project Management	\$125 / hr.

**Note: Any requirements deemed to be required for go-live, that are not in scope, must be requested via the Change Control; Process Prodigio's Help Desk Management System (HDMS).**

- a. All issue details, resource leads, communication, notes and resolution information are permanently tracked and maintained within the HDMS for future use.

**Schedule C –Maintenance & Support Terms**

As a subscriber to the Prodigio Solutions Platform (ProdigoMarketplace), Customer has rights to the following for so long as Customer is current in the payment of fees to Prodigio:

**Support Services:** Prodigio Support Services are available to Customer's in-house help desk, system administrators, or other approved designees, via phone, email or other designated means, from 8:00 a.m. to 8:00 p.m., Eastern Standard Time, Monday through Friday, excluding Prodigio observed holidays, unless otherwise specified. After hours support can be obtained by sending an email to support@prodigosolutions.net which will alert all Prodigio Help Desk personnel.

There are two specific-types of Support Services offered:

(a) **Scheduled Support:** The provision, when and if available, of version upgrades, major or minor, including bug fixes and service packs and any documentation related to the Licensed Technology.

(b) **Help Desk Support:** Prodigio will provide the Customer assistance by telephone or internet or otherwise with respect to the Licensed Technology, including:

- (i) clarification of functions and features of the Licensed Technology
- (ii) clarification of the Documentation
- (iii) guidance in the operation of the Licensed Technology
- (iv) error verification, analysis and correction. All errors must be related to a perceived or identified error in the Licensed Technology attributable to Prodigio and not previously identified attributable to Prodigio shall be those that are reproducible on an unmodified and supported version of the Licensed Technology.

The Prodigio Help Desk will support issue related calls as described below:

- 1) A Customer Admin and/or Customer Help Desk representative and/or Licensee Help Desk representative can contact Prodigio's Support Services using the following information:
  - a. Email address: support@ProdigoSolutions.net
  - b. Phone: 1.855.583.6946
- 2) A Prodigio Help Desk Representative will acknowledge the call or email within a 1 hour and log a Help Desk Ticket in

- 3) Upon notification of the technical issue, Prodigio will classify the issue and respond back to the Customer and/or Licensee with an acknowledgement email. Prodigio support will begin corrective action efforts immediately to supply a reasonable correction or work-around solution as soon as possible (see chart below for tiers, resolutions goals and other details)
- 4) Prodigio will assemble the appropriate personnel to analyze the situation, identify potential solutions and determine the best action plan.
- 5) The Customer and/or Licensee may be required to participate in this process when necessary and provide Prodigio with additional documentation and examples to assist in resolving the issue.
- 6) A Prodigio representative will keep Customer informed via email and/or phone communication at least on a daily basis of the status and progress of any open help desk call related to a Level 2 or 3 Tier issue
  - a. Communication between Prodigio and the Customer and/or Licensee will be provided via email or phone at least every four (4) hours.
  - b. Assign senior engineers to coordinate with Prodigio's hosting partner and take corrective action to resolve the issue.
  - c. The Prodigio Help Desk will alert the appropriate Prodigio Account Manager of the situation who will be made available to the Customer and/or Licensee for any ad-hoc meeting requests or resolution updates.
  - d. Exercise all commercially reasonable efforts on an urgent first priority basis to provide Customer with a temporary solution as soon as reasonably possible and/or a permanent solution as soon as commercially feasible.
  - e. Upon resolution, communicate the issue details, reason and resolution to the Customer and/or Licensee via email.
- 7) In the event of a Level 1 Tier issue – Critical Failure of Service – additional services are incorporated as follows –

**Support Tier Structures**

Level 1 Resolution	24 Hours	Prodigo Help Desk	High ~ Critical Failure of Service / Functionality / Agent Maintenance / or Elevation of Level 2 Issue
Level 2 Resolution	1 to 3 Days	Customer Help Desk or Prodigio Help Desk	Medium ~ Non-Critical Functionality Error / Unexpected Result or Elevation of Level 3 Issue
Level 3 Resolution	1 to 5 Days	Customer Admin or Customer Help Desk	Low ~ Non Critical Business Level Administrative or Setup Error / New Agent Development Request
Functionality Tier	Next Release	Prodigo Help Desk	Functionality ~ Non-Standard Requests / Product Enhancement Suggestions

**Section 2 - Agent Maintenance Process**

Prodigo's Search Agent Maintenance services correct and/or update agents based on a supplier site alteration or changes to Customer business rules. Agent Maintenance is coordinated by Customer Administrator as a "Level 1" Issue with Agent update files returned to the Customer typically within twenty four (24) hours. As a value added service, Prodigo concurrently monitors supplier site changes requiring agent modification, prior to being notified by the Customer. In such cases Prodigo will notify the Customer Administrator or Help Desk, make the appropriate alterations to the Agent and deliver the Updated Agent to the Customer for necessary fees as applicable.

1. Agent monitoring notifies (via an e-mail alert) Customer Admin, Licensee Help Desk and Prodigo Support Help Desk, if site is not responding (most common causes are Internet connection problem, supplier site down, supplier site major upgrade).
2. Prodigo Support will un-deploy the Agent, create ticket with "Tier Level 1 Resolution"
3. Prodigo Support will investigate cause, modify and test
4. The modified Agent is sent to Prodigo Support with instructions for redeployment
5. Agent tested and re-deployed on Customer Environments
6. Prodigo Support submits email notification regarding corrective action and redeployment to Customer Admin and Licensee Help Desk; ticket closed.

**Section 3 - Prodigo Platform Upgrades / Service Packs:**

Prodigo provides periodic version upgrades and/or service packs to all active Customers. Prodigo support will apply the upgrade / service packs at appropriate coordinated non business hours that do not interfere with Customer system usage. Upgrades / Service pack enhancements are configurable and thus features can be activated or turned off at the discretion of the Customer, upon their review of the release notes.

In addition, all upgrades / service packs are first fully tested in Prodigo's internal release environment prior to packaging. Deployment follows normal migration path from Customer's non-production environment(s) prior to a coordinated release to the Customer's Marketplace Production environment.

**Section 4 - Hosting Service Level Agreement**

Because availability is vital for your mission-critical hosting environment, our SLA is designed to protect our customers against unscheduled outages. Through Prodigo's hosting partners we guarantee a 99.9% or better solutions availability excluding scheduled maintenance and two-hour hardware replacement.

**Infrastructure**

Prodigo, through our hosting partner, guarantees that the critical infrastructure systems, including power and HVAC, will be available 99.9% or better of the time in a given month, excluding scheduled maintenance. Critical Infrastructure includes functioning of all power and HVAC Infrastructure including UPSs, PDUs and cabling, but does not include the power supplies on customers' servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems and the customer records such failure as a case with Prodigo Support. Infrastructure downtime is measured from the time the customer opens a case regarding server downtime to the time the problem is resolved and the server is powered back on.

**Hardware**

Prodigo, through our hosting partner(s), guarantees the functioning of all leased hardware components and will replace any failed component at no cost to the customer. Hardware replacement will begin once Prodigo identifies the cause of the problem. Hardware replacement is guaranteed to be complete within two hours of problem identification.



**Maricopa County Special Health Care District  
d.b.a.**

**Maricopa Integrated Health System  
2611 East Pierce Street  
Phoenix, AZ 85008-6092  
602.344.1497  
602.344.1813 (Fax)**

**BUSINESS ASSOCIATE AGREEMENT**

This Agreement sets out the responsibilities and obligations of MedAssets Performance Management Solutions, Inc., and its affiliate MedAssets Net Revenue Systems, LLC, (collectively, "Business Associate" or "Associate") as a business associate of the Maricopa County Special Health Care District, d.b.a. Maricopa Integrated Health System ("MIHS"), a covered entity, under the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and pursuant to the Contract or Engagement Letter between Associate and MIHS.

MIHS may make available and/or transfer to Associate Protected Health Information ("PHI") of individuals in conjunction with Services, which Associate will use or disclose only in accordance with this Agreement. Associate and MIHS agree to the terms and conditions of this Agreement in order to comply with the use and handling of PHI under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E ("Privacy Standards") and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C ("Security Standards"), both as amended from time to time. Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Standards and Security Standards. Associate and MIHS will comply with the terms of this Agreement for the duration of the Contract or Engagement Letter and for such other continuing periods as provided in this Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by the Secretary of Health and Human Services that affects Associate's use or disclosure of PHI, the parties agree to take such reasonable action as is necessary to amend this Agreement in order for MIHS to comply with such final regulation or amendment to final regulation.

Definitions for terms in this Agreement:

1. **Business Associate or Associate** means an entity that performs or assists in the performance of a function on behalf of a Covered Entity, which involves the use, or disclosure of Individually Identifiable Health Information as defined in 45 C.F.R. § 160.103. In addition, an Associate can be an entity that provides data transmission services to a Covered Entity, is more than a mere conduit of information, and allows a Covered Entity to access the maintained information in a manner beyond a random or infrequent basis. The terms "Business Associate", "Associate" and "Contractor" are synonymous. Notwithstanding this definition, if Contractor does not have access to or create Protected Health Information under this Contract, Contractor is not an Associate, and the terms of this Agreement do not apply to Contractor.
2. **Contractors of Business Associate** means a person or an entity to whom an Associate delegates a function, activity, or service that the Associate has agreed to perform for a Covered Entity. A contractor of an Associate which creates, receives, maintains, or transmits personal health information on behalf of the business associate is itself a Business Associate and therefore will comply with the terms of this Agreement. For purposes of this Agreement the term "Contractor" includes the Contractor, its employees, its subcontractors and its agents.

3. **Protected Health Information** ("PHI") means the health information that is created or received by a Covered Entity; and relates to the physical condition, mental health or other health condition of an Individual, or to the provision of health care to the Individual (including but not limited to the payment for such health care); and identifies or can be used to identify the Individual as defined in 45 C.F.R. § 160.103.
4. **Individual** shall have the meaning set forth in 45 CFR §160.103, including a person who is the subject of the Protected Health Information, and shall include an individual or entity who qualifies as a personal, legal representative of the person, as the context requires.
5. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E, as may be amended, modified or superseded, from time to time.
6. **Security Rule** shall mean the Standards for Security of Individually Identifiable Electronic Health Information at 45 CFR Parts 160 and 164, Subparts A, C and E, as may be amended, modified or superseded, from time to time.
7. **Breach** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule, that compromises the security or privacy of the Protected Health Information as defined, and subject to the exception given to such term in 45 C.F.R. § 164.402.
8. **Breach Notification Rule** shall mean the interim final rule related to breach notification for unsecured protected health information at 45 C.F.R. Parts 160 and 164.
9. **Covered Entity** shall have the meaning given to such term in 45 C.F.R. § 160.103.
10. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule at 45 C.F.R. § 164.501.
11. **Security Incident** shall have the meaning given to such phrase under the Security Rule at 45 C.F.R. § 164.304.
12. **Unsecured PHI** shall have the meaning given to such phrase under the Breach Notification Rule at 45 C.F.R. § 164.402.
13. **Electronic Protected Health Information** or **ePHI** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. § 160.103.
14. **Electronic Media** shall have the same meaning given to such term in 45 C.F.R. § 160.103.
15. **Health Information Technology for Economic and Clinical Health (HITECH) Act**, as codified at 42 U.S.C. §§ 17921-17954.
16. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

**It is agreed by and between the parties that:**

1. **Uses and Disclosures of Protected Health Information.** Associate will use and disclose PHI only for those purposes necessary to perform its duties, obligations and functions under the Contract, or as otherwise expressly permitted in this Agreement or as required by other law.
  - a. Associate will not use or further disclose any PHI in violation of this Agreement.
  - b. Associate may use PHI to perform data aggregation services as permitted by 45 C.F. R. § 164.504(e) (2) (i) (B).
  - c. Associate agrees that anytime it provides PHI received from MIHS to a Contractor, its employees, subcontractor, or agent to perform Services for MIHS, Associate first will enter into a contract with such Contractor, employees, subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this Agreement.

- d. If Associate maintains a Designated Record Set, MIHS will provide Associate with copies of applicable policies and procedures, which the Associate will comply with as related to an individual's right to access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.
2. **Associate Use or Disclosure of Protected Health Information for its Own Purposes.** Associate may use or disclose PHI received from MIHS for Associate's management and administration, or to carry out Associate's legal and contractual responsibilities. Associate may disclose PHI received from MIHS to a third party for such purposes only if:
    - a. The disclosure is required by law; or
    - b. Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify the Associate of any breaches in the confidentiality of the PHI.
    - c. Associate may use and disclose de-identified health information, if (i) the use is disclosed to MIHS and permitted by MIHS in its sole discretion, (ii) that the de-identification is in compliance with 45 C.F.R. § 164.502(d), and (iii) the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. § 164.514(a) and (b).
    - d. Associate shall use and disclose PHI only to the extent reasonably necessary to accomplish the intended purpose of such PHI.
  3. **Safeguards.** Associate will implement and maintain appropriate safeguards to prevent any use or disclosure of PHI not otherwise permitted in this Agreement.
    - a. Associate also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("e-PHI"), if any, that Associate creates, receives, maintains, and transmits on behalf of MIHS.
    - b. Upon request of MIHS, Associate will provide evidence to MIHS that these safeguards are in place and are properly managed.
  4. **Reports of Improper Use or Disclosure of Secure or Unsecure Protected Health Information and of Security Incidents and Breaches.** Associate will report in writing to MIHS any use or disclosure of PHI, including any breach, not permitted by the contract between Associate and MIHS within five (5) days of Associate's learning of such use, disclosure or breach or within five (5) days following the exercise of reasonable diligence would have known of the improper use, disclosure, or breach.
  5. **Mitigation of potential harmful effects.** Associate shall mitigate all potential harmful effects of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Promptly following the Associate's discovery of a Breach, Associate shall provide MIHS with sufficient information to permit MIHS to comply with the Breach notification requirements set forth at 45 C.F.R. §164.400 et seq.
    - a. Specifically, if the following information is known to (or can be reasonably obtained by) the Associate, Associate will provide to MIHS all available information that MIHS is required to include in its notification to the individual pursuant to the Breach Notification Rule, including but not limited to:
      - i. contact information for individuals who were or who may have been impacted by the Breach (e.g., first and last name, mailing address, street address, phone number, email address);
      - ii. a brief description of the circumstances of the Breach, including the date of the Breach, the date of discovery of the Breach, and the identity of who accessed and received the Unsecured PHI;
      - iii. a description of the types of unsecured PHI involved in the Breach (e.g., names, social security number, date of birth, address(s), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);

- iv. a brief description of what the Associate has done or is doing to investigate the Breach, mitigate harm to the individual impacted by the Breach, and protect against future Breaches; and
  - v. contact information for a liaison appointed by the Associate with whom MIHS may ask questions and learn additional information concerning the Breach.
- b. Following a Breach, Associate will have a continuing duty to inform MIHS of new information learned by Associate regarding the Breach, including but not limited to the information described in items (1) through (5), above.
- c. Associate also will report in writing to MIHS any (successful or unsuccessful) Security Incident (successful or unsuccessful) of which Associate becomes aware within five (5) business days of Associate learning of such use or disclosure. Notwithstanding the foregoing, Associate and MIHS acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and MIHS acknowledges and agrees that no additional notification to MIHS of such unsuccessful Security Incidents is required. However, to the extent that Associate becomes aware of a quantifiable impending information security risk due to the unusually high number or type of such unsuccessful Security Incidents. Associate shall notify MIHS of these attempts.

Specifically, Associate will report to MIHS any unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with system operations in an information system containing e-PHI of which Associate becomes aware, provided that such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and.

- i. if the definition of "Security Incident" under the Security Standards is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy e-PHI, the portion of this Section 5 addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.
6. **Obligations Regarding Associate Personnel.** Associate will appropriately inform all of its employees, agents, representatives, members of its workforce, its employees, subcontractors, or agents of Associate ("Associate Personnel"), whose services may be used to satisfy Associate's obligations under the Contract and this Agreement of the terms of this Agreement. Associate represents and warrants that the Associate Personnel are under legal obligation to Associate, by contract or otherwise, sufficient to enable Associate to fully comply with the provisions of this Agreement. Associate will maintain a system of sanction for any Associate Personnel who violates this Agreement.
7. **Access to Protected Health Information.**
- a. **MIHS Access.** Within five (5) business days of a request by MIHS for access to PHI received from MIHS, Associate will make requested PHI available to MIHS.
  - b. **Patient Access.** If a Patient requests access to PHI directly from Associate, Associate will within five (5) business days forward such request in writing to MIHS. MIHS will be responsible for making all determinations regarding the grant or denial of a Patient's request for PHI and Associate will make no such determinations. Only MIHS will release PHI to the Patient pursuant to such a request.
8. **Amendment of Protected Health Information.**
- a. **MIHS Request.** Within five (5) business days of receiving a request from MIHS to amend an individual's PHI received from MIHS, Associate will provide such information to MIHS for amendment. Alternatively, if MIHS request includes specific information to be included in the PHI as an amendment, Associate will incorporate such amendment within five (5) business days of receipt of the MIHS request.
  - b. **Individual Request.** If an individual makes a request for amendment directly to Associate, Associate will forward within five business days such request in writing to MIHS. MIHS will be responsible for making all determinations regarding amendments to PHI and Associate will make no such determinations.

**9. Accounting of Disclosures; Requests for Disclosure.**

- a. **Disclosure Records.** To the extent applicable, Associate will keep a record of any disclosure of PHI received from MIHS that Associate makes to its employees, subcontractors, and agents, or other third parties other than:
- (1) Disclosures to health care providers to assist in the treatment of patients;
  - (2) Disclosures to others to assist MIHS in paying claims;
  - (3) Disclosures to others to assist MIHS in conducting its health care operations, as defined in 45 C.F.R. § 164.501; or
  - (4) Disclosures made pursuant to an individual's Authorization.

Associate will maintain this disclosure record for six (6) years from the termination of this Agreement.

Associate also agrees to maintain necessary and sufficient documentation of Disclosures of Protected Health Information as would be required for MIHS to respond to a request by an individual for an accounting of Disclosures, in accordance with 45 CFR 164.528.

- b. **Data Regarding Disclosures.** For each disclosure for which it is required to keep a record under paragraph 8(a), Associate will record and maintain the following information:
- (1) The date of disclosure;
  - (2) The name of the entity or person who received the PHI, and, the address of such entity or person, if known.
  - (3) A description of the PHI disclosed; and
  - (4) A brief statement of the purpose of the disclosure.
- c. **Provision to MIHS.** Associate will provide to MIHS its record of disclosures under paragraph 8(a), if any, within thirty days of each disclosure. Within five business days of receiving a notice from MIHS of an individual's request for an accounting, Associate also will provide to MIHS its disclosure record.
- d. **Patient Request to Associate.** If a Patient requests and accounting of disclosures directly from Associate, Associate will forward the request to MIHS within five (5) business days of Associate's receipt of the request, and will make its records of disclosures available to MIHS as otherwise provided in this Section. MIHS will be responsible to prepare and for delivery of the records of disclosure to the Patient. Associate will not provide an accounting of its disclosure directly to the Individual.

10. **Notice of Privacy Practices.** MIHS shall provide Associate a copy of its Notice of Privacy Practices ("Notice") in accordance with 45 C.F.R. § 164.520 as well as any changes to the Notice. If MIHS' Notice specifically affects Associate's use or disclosure of PHI, MIHS shall inform Associate of the specific limitations. Associate shall abide by the limitations of MIHS' Notice that affects its use or disclosure of PHI of which it has been specifically informed. Any use or disclosure permitted by this Agreement may be amended by changes to MIHS' Notice if MIHS specifically informs Associate of the amendment: provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Associate relied prior to receiving notice of such amended Notice.

**11. Access to Books and Records.**

- a. **MIHS Access.** Associate will, within five (5) business days of MIHS written request, make available during normal business hours at Associate's offices, all records, books, agreements, policies and procedures relating to the use or disclosure of PHI received from MIHS for the purpose of allowing MIHS or its agents or auditors to determine Associate's compliance with this Agreement.

**Government Access.** Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Associate on behalf of, MIHS available to the Secretary of the Department of Health and Human Services to the extent required for determining

compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Associate or MIHS as a result of this Section.

12. **Termination.** MIHS may terminate the Contract and this Agreement upon written notice to Associate if MIHS determines that the Associate or subcontractor(s) or agent(s) of Associate has breached a material term of this Agreement that remains uncured for thirty (30) business days. If Associate fails to timely cure the breach, as determined by MIHS at its sole discretion, MIHS may terminate the Contract and this Agreement.
13. **Return or Destruction of Protected Health Information.**
  - a. **Return of PHI; Destruction.** Within thirty (30) days of termination of the Contract or this Agreement, Associate will return to MIHS all PHI received from MIHS or created or received by Associate on behalf of MIHS that Associate maintains in any form or format if feasible. Associate will not maintain or keep in any form or format any portion of such PHI. Alternatively, Associate may, upon MIHS written consent, destroy all such PHI and provide written documentation of such destruction. The requirement to return or destroy such PHI will apply to all agents or subcontractors of Associate. Associate will be responsible for recovering any PHI from such agents or subcontractors. If Associate cannot obtain the PHI from any agent or subcontractor, Associate will so notify MIHS and will require that such agents or subcontractors directly return PHI to MIHS or otherwise destroy such PHI, subject to the terms of this Section.
  - b. **Alternative Measures.** If Associate believes that returning or destroying PHI at the termination of the Contract or this Agreement is infeasible, it will provide written notice to MIHS within five (5) business days of the effective date of termination of this Agreement. Such notice will set forth the circumstances that Associate believes makes the return or destruction of PHI infeasible and the alternative measures that Associate recommends for assuring the continued confidentiality and security of the PHI. MIHS promptly will notify Associate of whether it agrees that the return or destruction of PHI is infeasible. If MIHS agrees that return or destruction of PHI is infeasible, Associate agrees to extend all protections, limitations and restrictions of this Agreement to Associate's use or disclosure of PHI retained after termination of this Agreement and to limit further uses or disclosures to those purposes that make the return or destruction of the PHI infeasible. Any such extended protections, limitations and restrictions will apply to any agents or subcontractors of Associate for whom return or destruction of PHI is determined by MIHS to be infeasible. If MIHS does not agree that the return or destruction of PHI from Associate or its agents or subcontractors is infeasible, MIHS will provide Associate with written notice of its decision, and Associate, its agents and subcontractors will proceed with the return or destruction of the PHI pursuant to the terms of this Section within fifteen (15) days of the date of MIHS notice.
14. **Restrictions on Use or Disclosure of Protected Health Information.** If MIHS advises Associate of any changes in, or restrictions to, the permitted use or disclosure of PHI received from MIHS, Associate will restrict the use or disclosure of such PHI consistent with the MIHS instructions.
15. **Mitigation Procedures.** Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of PHI received from MIHS in a manner contrary to this Agreement or the Privacy Standards.
16. **Compliance with the HITECH Act.** Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Associates, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations.
  - a. Associate will also comply with Section 13402 of the HITECH Act, codified at 42 U.S.C. § 17932, and with all regulations issued by HHS to implement this statute, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations. Associate will make a report to the MIHS of any breach of unsecured protected health information, as required by 42 U.S.C. § 17932(b), within five (5) business days of Associate's discovery of the breach. Associate will

indemnify MIHS for any reasonable expenses MIHS incurs in notifying individuals of a breach caused by Associate or its subcontractors or agents.

**17. Miscellaneous.**

- a. **Compliance with Laws.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Should such developments occur, and upon either Party's good faith request, the other Party agrees to enter good faith negotiations concerning the terms of an amendment to this Agreement.
- b. **Construction of Terms.** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards and Security Standards issued by the Department of Health and Human Services and other applicable state or federal laws, rules and regulations as amended from time to time.
- c. **No Third Party Beneficiaries.** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
- d. **Assignment of Rights and Delegation of Duties.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonable withheld or delayed. Notwithstanding any provisions to the contrary, however, MIHS retains the right to assign or delegate any of its rights and obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
- e. **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
- f. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards and Security Standards, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- h. **Written Agreement.** This Agreement is considered as an integral part of the underlying Contract, and is incorporated as though fully set forth within the Contract. This Agreement will govern in the event of conflict or inconsistency with any provision of Contract.
- i. **Choice of Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Arizona, without regard to applicable conflict of law principles.
- j. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.
- k. **Facsimile and Electronic Signatures.** Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- i. **Notices.** Any notices required under this Agreement will be sent to the parties at the following address by first class mail, fax or hand delivery:

**18. Obligations of MIHS**

- a. Provisions for MIHS to Inform Associate of Privacy. MIHS shall notify Associate of any limitation(s) in its notice of privacy practices of MIHS in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Associate's use or disclosure of Protected Health Information.
- b. MIHS shall notify Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Associate's use or disclosure of Protected Health Information.
- c. MIHS shall notify Associate of any restriction to the use or disclosure of Protected Health Information that it has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Associate's use or disclosure of Protected Health Information.
- d. MIHS shall obtain any consent, authorization or permission that may be required by the HIPAA Rules or applicable state laws and/or regulations prior to furnishing Associate the Protected Health Information pertaining to an individual.
- e. MIHS is responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Covered Entity's PHI transmitted to Associate pursuant to this BAA, in accordance with the standards and requirements of HIPAA and HITECH, until that PHI is received by Associate.
- f. MIHS will provide to Business Associate only the minimum amount of PHI necessary for Associate to perform the BA Services under the Services Agreements.

MIHS COMPLIANCE/PRIVACY OFFICER

BUSINESS ASSOCIATE ('Associate')

Maricopa Integrated Health System

2601 East Roosevelt Street

Phoenix, AZ 85008

FAX 602.344.5190

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Agreed to by MIHS and Associate by:

MIHS

ASSOCIATE

 12-16-14

SIGNATURE

DATE

SIGNATURE

DATE



PRINT NAME AND TITLE

PRINT NAME AND TITLE



Maricopa Integrated Health System
2611 East Pierce Street
Phoenix, AZ 85008-6092
602.344.1497
602.344.1813 (Fax)

BUSINESS ASSOCIATE AGREEMENT
FOR RELEASE OF INFORMATION TO THIRD PARTIES

- 1. Associate is a business associate of Maricopa County Special Health Care District...
2. Associate is permitted to disclose PHI to Recipient...
3. Associate seeks to disclose PHI to Recipient...
4. The disclosure of PHI to Recipient is conditioned upon Recipient's assurance that...

ASSOCIATE

RECIPIENT

SIGNATURE

DATE

SIGNATURE

DATE

PRINT NAME AND TITLE.

PRINT NAME AND TITLE