



SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH  
SYSTEM MEDICAL CENTER GOVERNING BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

**Riverside  
University  
HEALTH SYSTEM  
Medical Center**

ITEM  
17.2  
(ID # 7256)

**MEETING DATE:**

Tuesday, October 30, 2018

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS): Approval of Global Healthcare Exchange, LLC United States Purchaser User Agreement and Statement of Work for Three Years Without Seeking Competitive Bids, All Districts. [Total Cost: \$638,958 up to \$63,895 in additional compensation] 100% Hospital Enterprise Fund.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Global Healthcare Exchange, LLC United States Purchaser User Agreement and Statement of Work for supply chain management services for three years without seeking competitive bids and authorize the Chairman of the Board to sign the agreement and statement of work on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the agreement and b) sign amendments to the compensation provisions that do not exceed ten (10) percent annually.


**ACTION:** Policy

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**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: October 30, 2018  
xc: RUHS-Medical Center, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
<b>COST</b>	\$ 323,378	\$157,790	\$638,958	\$ 0
<b>NET COUNTY COST</b>				\$ 0
<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19; 19/20; 20/21

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The healthcare system utilizes a program called PeopleSoft to manage procurement for the things it buys. A critical part of this system is the item master file. The item master file is utilized to ensure that appropriate pricing and product descriptions are maintained and serves as a mechanism to prevent overpayment.

The item master file (IMF) in PeopleSoft contains over 60,000 unique part records, of which, less than 10,000 are routinely used. These records are used by hospital to order and pay for items and to charge patients for the supplies used for their care. In 2016, the Medical Center engaged Oracle for a PeopleSoft optimization and insight study designed to review the business processes and data integrity in the system. Upon assessment completion, Oracle found a significant opportunity surrounding the data integrity of the IMF (recommendation #7). Currently, there is not standardization surrounding how items are built and maintained in the IMF, additionally there are also duplicate items with different descriptions and price points. Lastly, key data fields, such as HCPCS and UNSPCS codes are missing. These codes are integral to appropriate patient billing and commodity identification for cost accounting and reimbursement for supplies and implants from state and federal agencies.

As the County moves forward with the implementation of Jaggaer (RivCo Procure), it will be imperative that IMF data is correct as we move from a manual order process to an electronic order process. A clean and correct IMF is key to the success of the Jaggaer (RivCo Procure) solution.

The NuVia Content Management Solution reduces manual item master maintenance by cleansing and enriching the IMF data with product and pricing information derived directly

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from back-end integration to medical-surgical manufacturers and Group Purchasing Organization (GPO). The NuVia solution serves as a cloud-based virtual item master, continually monitoring an organization's item master for changes and updates, and then allowing the user to approve corrections to product data inaccuracies, removing duplicates and infilling missing information, such as manufacturer item numbers and units of measure (UOM), to help reduce transaction errors.

**Impact on Residents and Businesses**

Global Healthcare Exchange (GHx) is the sole provider for supply chain management services for all of Riverside County's medical service locations which includes the Medical Center.

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**Contract History and Price Reasonableness**

Vizient (formerly Novation) Novation selected GHX as a sole source for supply chain management services for the following reasons: GHX is the only company that has data integration with Novation's contract catalog ("NC2 ") for the purpose of creating access to the data for members; and GHX is the only company that integrates NC2 directly into the member's materials management information system and enterprise resource planning system.

**ATTACHMENTS:**

- Attachment A:        Novation Contract Summary U1047
- Attachment B:        Global Healthcare Exchange, LLC United States Purchaser User Agreement.
- Attachment C:        Global Healthcare Exchange, LLC ("GHX") Statement of Work

  
Melissa Noone, Associate Management Analyst

10/22/2018

  
Tina Grande, Assistant Purchasing Director

10/18/2018

# NOVATION CONTRACT SUMMARY

## Global Healthcare Exchange LLC (SV0510)

### Supplier

Global Healthcare Exchange LLC (GHX)  
1315 W. Century Drive  
Louisville, Colo. 80027  
[www.ghx.com](http://www.ghx.com)

This agreement was not awarded through Novation's competitive contracting process. You may wish to consider, under these circumstances, whether this contract qualifies under your institution's competitive contracting mandates.

**Participation election form required, available in Form Manager**

### Products and Services

- Content management services
- Procurement services
- Accounts payable services
- Business solutions services

### Contacts

Novation Customer Service — 888.7-NOVATE (766.8283) or [novcustomerservice@novationco.com](mailto:novcustomerservice@novationco.com)  
GHX Customer Service — 1.800.YOUR.GHX (968.7449) or [support@ghx.com](mailto:support@ghx.com)

### Audiences

- Vice president of supply chain
- Director of materials management
- Director of finance
- Vice president of finance
- Chief financial officer
- Chief operating officer
- Chief executive officer
- Controller

### Summary of services & pricing – Exhibit A

GHX provides comprehensive supply chain management services that include content management services, procurement services, accounts payable services, and business solutions services for the unique needs of members.

**Novation**



Members will receive the following services and discounts offered by GHX:

**CONFIDENTIAL - Members Only**

# Global Healthcare Exchange LLC (U1047)

## Standard Services

### NuVia Services

GHX offers the NuVia Services for cleansing a member's supply chain data. If the member's hospital is already integrated with the GHX Exchange, it will be able to send its information, including its item master and purchase order history, to NuVia in order to support the item master cleansing process. Once the member's data is processed by NuVia, it is available for viewing and download on a near real-time basis. NuVia also presents the information and allows the member to review the data in many ways.

Using the NuVia services, the member will be able to move strategically through its data, deciding what to remove add and customize. NuVia will help guide the member through this process by providing access to items to remove, descriptions to change, and effectively reconcile item duplicates. The member will be able to review descriptions, abbreviations and status through a series of easily-navigable screens. The member can also export its content information to an Excel spreadsheet for further analysis.

Along with the member's initial content cleansing and conditioning, the member will have access to the Nuvia Insight reports, which include an assessment of the member's data. The member will be able to use the information to provide insight into its data and to guide the member's strategic content management plan.

The member's Insight reports include:

- **Data Relevance:** Allows the member to see how often the member uses items and determine items for continued inclusion or exclusion
- **Data Consistency:** Identifies product description improvement opportunities and reconciles potentially duplicate items
- **Data Completeness:** Displays the data extracted from the member's materials management information system to help determine if any data is missing.

### Procurement Suite Services

Supplier offers the Procurement Suite Services which combines electronic requisitioning with the foundation of sound content thru NuVia, contract price validation and contract alignment. These capabilities enable members to procure products through Catalyst from current Novation Contract Catalog data while also helping to ensure that they are selecting products on contract. This will help significantly reduce non-file and off-contract spend.

### Requisition Management in Procurement Suite Services

Procurement Suite's requisition management makes it easy to order supplies and services using the industry's leading platform for catalog search, order management and approval workflow management. Approved orders are interfaced to purchasing for purchase order creation. While in Procurement Suite, a member can view real-time requisition status, add new approvers during the approval process and delegate another user to perform approvals in their absence.

### Contract Management in Procurement Suite Services

Procurement Suite's automated contract management feature helps ensure correct contract pricing. By extending a controlled version of the member's contract file to requisitioners, the member will be able to convert non-file spend to contract spend to help drive overall savings on medical-surgical products and reduce labor to manually key updates. Through contract management, the member's team can shift focus and energy away from the management of an item file and redirect them to the contract file.

# Global Healthcare Exchange LLC (U1047)

With the Procurement Suite Services, the member will benefit from:

Increased Novation Contract Catalog contract compliance:

- Reduced non-file and off-contract spend, including physician preference items
- Increased contract compliance to take advantage of the best tier-level pricing

Increased visibility:

- Ability to analyze trends to better manage inventory and resources
- Ability to reallocate resources to strategic, value-add activities

Increased control:

- Deliver managed content to requisitioners
- Shift from item file management to contract management

Supply Chain efficiencies:

- Correct requisitions to drive efficiencies and value through procure-to-pay cycle

Reduced errors in order to improve patient care:

- More spend under management control
- Reduced requisition order cycles
- Reduced requisition order costs
- Reduced maverick spending

## OnDemand AP

Supplier offers the OnDemand AP Services which deliver up to 100% of the member's organization invoices electronically, helping to eliminate paper and data keying. With OnDemand AP, the member's AP staff can work smarter, not harder. Combining the GHX exchange with full paper invoice conversion and an intuitive supplier web site, GHX provides the member with the tools to automate the member's invoice lifecycle. With up to 100% of the member's invoices processed electronically, regardless of the vendor's invoice capabilities, the member's staff will find invoice management easier than ever before.

Enhanced controls and visibility – Paper invoices can represent as much as 60–80% of all invoices. As with any paper-intensive process, it can be difficult to confirm that organizational procedures are being followed. And, with paper invoices potentially stacked on employee desks, hospitals often don't have the visibility into all of their open liabilities. With OnDemand AP services, hospitals can digitize the full invoice approval process. Invoices are electronically routed to employees, providing full visibility and a digital audit trail of edits and approvals. In a single view, the member can quickly confirm the status of all invoices. Alerts identify invoice problems and highlight potential early-payment discount opportunities.

Optimized cash flow – Significant savings are possible within the member's AP department — beyond simply increasing staff efficiencies. If the member's organization gains the ability to improve contract compliance, it will drive hard-dollar savings directly to its bottom line. With GHX's unique trading relationship with Novation and health care suppliers, OnDemand AP offers the ability to validate contract compliance of the member's invoices. With a streamlined electronic invoice process, the member will be able to capitalize on its early-payment discount opportunities. The result is optimized cash flow for the member.

## Global Healthcare Exchange LLC (U1047)

**Business Solutions Services** – Supplier offers the Business Solutions Services which analyze the member's people, products and processes to develop a customized approach to help the member maximize its efficiencies and see greater costs savings. By filling in gaps with the member's existing staff and systems and increasing the utilization of new processes, supply chain management is optimized. Two important Business Solutions Services that complement the member's existing staff and enhance Procurement Suite Services and OnDemand AP Services effectiveness are Procurement Resource Alignment Services and Trading Partner Acceleration Services.

**Procurement Resources Alignment Services** – Procurement Resources Alignment Services (PRA) utilizes a customized approach to provide these staffing resources. Without the expense of hiring a full-time employee, GHX can offer support in the exact areas you need it most. For example, the PRA Contract Analyst model can help with any combination of the following areas:

- Gain visibility into contract data and understand which contracts are expiring
- Increase on-contract spend and improve price compliance
- Identify new contracting opportunities for significant savings

The member may select from three levels of PRA support:

- One time/Single Event Support
- On-going/Continuous Support
- On-going/Customized Support

### Trading Partner Acceleration Services

Trading Partner Acceleration Services (TPA) were designed to help hospitals meet the need to onboard a large number of vendors to trade electronically in a short period of time — without draining the hospital's time or resources. Customer studies have shown that 80-95% of purchasing volume could be transacted electronically by maximizing trading partner connections and processing as much volume as possible through GHX.

When your organization utilizes TPA to increase your automated orders through GHX, you'll be able to significantly reduce purchasing labor. In some instances, GHX customers have experienced a 50%-70% reduction in time to place purchase orders. GHX offers four TPA solutions, allowing you to customize the level of support that best meets your hospital's unique needs. Considering the size, desired timing and available resources of the member's organization, the GHX Enterprise Solutions Executive will work with the member to identify the best TPA solution for its organization.

### MetaTrade

Order electronically from non-GHX suppliers through MetaTrade.

Members order from suppliers that are unable to receive electronic orders, often relying on phone, e-mail and fax orders, which leads to an inefficient process that reduces the ability to maximize the benefits of electronic trading.

MetaTrade enables members to transmit electronic orders to suppliers who are otherwise unable to process EDI transactions. With MetaTrade, members can eliminate fax server costs, license fees, long distance fees, up-time issues and maintenance costs.

MetaTrade also provides a web site where suppliers can create electronic purchase order acknowledgments against your MetaTrade purchase orders. The purchase order acknowledgement data is reflected on My Exchange and can be routed to your MMIS. When paired with Contract Center, your organization can validate contract pricing even on orders that are converted to fax and e-mail.



## Global Healthcare Exchange LLC (U1047)

MetaTrade in conjunction with GHX's contract management application CCXpert (a/k/a Contract Center) allows for over 90% of a hospitals purchase order lines to be validated against the contract price at the time the purchase order is created.

# Global Healthcare Exchange LLC (U1047)

## Discounted Service Fees:

### GHX Individual Supply Chain Automation Services and Benefits

GHX OFFERING	MEMBER BENEFIT
NUVIA	ANNUAL SUBSCRIPTION FEE—10% OFF LIST PRICE
PROCUREMENT SUITE (W/NUVIA)	ANNUAL SUBSCRIPTION FEE—15% OFF LIST PRICE
ONDEMAND AP	ANNUAL SUBSCRIPTION FEE—10% OFF LIST PRICE
BUSINESS SOLUTIONS ENGAGEMENT	FREE METATRADE INTEGRATION

### GHX Bundled Supply Chain Automation Services and Benefits

GHX BUNDLE SOLUTION	GHX SERVICES INCLUDED	MEMBER BENEFIT
CONNECTIVITY	METATRADE, TRADING PARTNER ACCELERATION	10% OFF SUBSCRIPTION FEE AND FREE METATRADE INTEGRATION
PRICE VALIDATION	METATRADE, PROCUREMENT RESOURCE ALIGNMENT	10% OFF SUBSCRIPTION FEE AND FREE STANDARD MMIS CONTRACT INTEGRATION (AKA 832 INTEGRATION)
PROCUREMENT VISIBILITY AND COMPLIANCE	METATRADE, TRADING PARTNER ACCELERATION, PROCUREMENT RESOURCE ALIGNMENT, PROCUREMENT SUITE, NUVIA	15% OFF SUBSCRIPTION FEE AND FREE STANDARD MMIS CONTRACT INTEGRATION (AKA 832 INTEGRATION)
AP OPTIMIZATION	METATRADE, ONDEMAND AP, TRADING PARTNER ACCELERATION	15% OFF SUBSCRIPTION FEE AND FREE METATRADE INTEGRATION
PROCUREMENT AND AP AUTOMATION	METATRADE, TRADING PARTNER ACCELERATION, PROCUREMENT RESOURCE ALIGNMENT, PROCUREMENT SUITE, NUVIA ONDEMAND AP	15% OFF SUBSCRIPTION FEE AND FREE STANDARD MMIS CONTRACT INTEGRATION (AKA 832 INTEGRATION)

#### Notes:

- Implementation and integration fees will not be discounted and will be statement of work driven given the variability in material management information systems.
- Assumption is that the member has Connect Plus and CCXpert.
- Standard MMIS contract integration is defined as integrating to Meditech, Lawson, McKesson or PMM with no customizations required.
- Business Solutions engagements will be statement of work driven given the variability in material systems.

# Global Healthcare Exchange LLC (U1047)

## Incentives

Additional discounts of 10% to 15% are offered to members who bundle services such as MetaTrade, Procurement Resource Alignment, Trading Partner Acceleration, Procurement Suite, and more.

## Price Protection

The Service Fees set forth in Exhibit A shall not be increased, and no discounts set forth in Exhibit A shall be eliminated or reduced during the Term of this Agreement.

## Contract Rationale

**Services Overview** GHX offers comprehensive Supply Chain Management Services which includes content management services, procurement services, accounts payable services and business solutions services for the unique needs of members.

**Demonstrated Value** Financial Value

- 10% off NuVia's annual subscription fee
- 15% off Procurement Suite (with NuVia) annual subscription fee
- 10% off OnDemand AP annual subscription fee
- Free MetaTrade integration with Business Solution Engagement
- Additional discounts of 10-15% for bundled services

## Award Rationale

Novation selected GHX as a sole source for supply chain automation services for the following reasons: GHX is the only company that has data integration with Novation's contract catalog ("NC<sup>2</sup>") for the purpose of creating access to the data for members; and GHX is the only company that integrates NC<sup>2</sup> directly into the member's materials management information system and enterprise resource planning system

**Awarded Supplier Profile** GHX helps any organization that buys, sells, tracks, and/or uses medical products to realize cost savings, gain efficiencies, and make better business decisions. Enabling performance excellence in health care is possible through GHX's broad industry ownership, a focus on delivering value across the entire supply chain, a robust and reliable exchange network, commitment to data accuracy and privacy, and a business model that is open and neutral. As the largest trading exchange in health care worldwide, GHX operates in the United States, Canada, and 9 European countries.

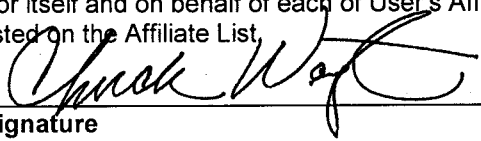
**GLOBAL HEALTHCARE EXCHANGE, LLC  
UNITED STATES PURCHASER USER AGREEMENT  
VIZIENT MEMBERS**


This Purchaser User Agreement is between Global Healthcare Exchange, LLC ("GHX"), and User listed in the signature block ("User").

**1. Definitions and Consents**

Defined Term	Definition
Effective Date	The date of last signature of this Agreement
Agreement	This Agreement consists of this signature page, the attached Purchaser Terms and Conditions, Affiliate List, or other attached exhibits, addendums or schedules.
Affiliate List	Affiliate List [Affiliate is User if the Affiliate List is not filled in]
SOWs	Statements of Work executed by User and GHX under this Agreement, all of which are incorporated in this Agreement.
Territory	United States
Term:	The Initial Term is three years from the Effective Date (the "Initial Term"). The Term may be extended by a written amendment signed by both parties
Transaction Data for GPO	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      User consents to GHX providing Contract Data and Non-Contract Data (as defined in the Ownership by User section) for User and its Affiliates to User's primary GPO.
Other defined terms	All terms as defined in this Agreement.

**2. Counterparts; Authority:** This Agreement may be executed in counterparts, including electronic counterparts. Each person signing this Agreement has authority to do so. This Agreement is not binding until signed by User and GHX.

<b>Global Healthcare Exchange, LLC, a Delaware limited liability company</b>	<b>User: The County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System</b>
	
Signature	Signature
Rob Gillespie Printed Full Name	Chuck Washington Printed Full Name
Chief Financial Officer Title	Chairman, Board of Supervisors Title
9/12/2018 Date	OCT 30 2018 Date
Address: Global Healthcare Exchange, LLC Attn: Customer Contracts 1315 W. Century Drive, Suite 100 Louisville, CO 80027 Email: <a href="mailto:customercontracts@ghx.com">customercontracts@ghx.com</a> Fax: 720.294.4514 Attn: Customer Contracts	Address: Riverside University Health System 26520 Cactus Ave. Moreno Valley, CA 92555 Email: Fax:

ATTEST:  
KECIA HARPER-IHEM, Clerk  
BY   
DEPUTY

Please return the signed contract to GHX at the address listed in the signature block

FORM APPROVED COUNTY COUNSEL  
BY:   
DANIELLE D. MALAND      DATE

OCT 30 2018 17.2

**GLOBAL HEALTHCARE EXCHANGE, LLC  
PURCHASER TERMS AND CONDITIONS OF USE**

1. **Background:** GHX is a company which has been formed to operate an on-line, independent electronic trading system (the "**Exchange**") intended to facilitate the real-time transfer of money, information, goods and services in the medical and healthcare equipment, products, services and supplies markets between suppliers ("**Suppliers**") of such information, goods and services ("**Products**") and their customers ("**Purchasers**"). GHX and User now desire to enter into an agreement to permit User to use the Exchange to enter into contracts with Suppliers and to purchase Products. The "**Licensed Products**" include the software and services described on each SOW. The Exchange includes all of the "Licensed Products." Suppliers and Purchasers using the Exchange are referred to collectively as "**Users**." A Supplier who is a User is referred to as a "**GHX Supplier**." The signatory is individually referred to as "**User**."
2. **The Exchange:**
  - a. **The Exchange.** GHX provides Users with an automated system and services for: (i) developing, maintaining and accessing information with respect to the features, characteristics and availability of Products from Suppliers for reference purposes and to create an accurate item master file to assist User in generating orders through the Exchange; (ii) conveying information between Suppliers and Purchasers, directly and through third parties, relative to the purchase and sale of Products and otherwise facilitating the formation and performance of contracts between Users for the purchase of Products; and (iii) providing information with respect to the fulfillment of orders for Products, summary information regarding the purchase and sale of Products, and other information that may be of interest to Users. GHX grants to User, for the term of this Agreement, solely for User's internal use in the United States, a non-exclusive right and license to (a) access the Exchange for the purpose of using the Licensed Products for the purposes set forth in clauses (i) through (iii) above and (b) obtain (directly or indirectly through a third party licensed by GHX), display and use the Catalog (as defined in the section titled Definitions) for the purposes set forth in clause (i) above and make such internal copies as are necessary to display the Catalog and to back-up the Catalog in the ordinary course of business.
  - b. **Authority and Amendments.** User represents and warrants that: (i) it is duly authorized to enter into this Agreement for itself and any Affiliates listed on the attached "**Affiliate List**," and (ii) it will comply with this Agreement in accessing and using the Exchange. Any amendments will only be effective when agreed in writing.
  - c. **Upgrades.** Updates and upgrades of the Licensed Products may be issued by GHX from time to time. Such updates and upgrades are included in the services, will not result in additional charges to User, and will not be subject to acceptance or rejection by User.
  - d. **Hardware and Software.** User will be responsible for obtaining and maintaining all hardware and software necessary to access the Internet and the Exchange.
  - e. **Services.** GHX, at its sole discretion, may enhance, delete or modify the features, format, "look and feel," functions or services of the Exchange, the procedures for use of the Exchange, or the information offered on the Exchange; provided, however, that no such deletion, modification or other change shall materially and adversely affect the functionality of the Exchange.
  - f. **Fees.** As consideration for User's access to the Exchange and use of the Licensed Products, User will pay GHX such fees in the amounts and at the times set forth in each SOW. In addition, User will pay all taxes levied in connection with this Agreement other than taxes based on GHX's net income.
3. **Contract Formation:** The terms and conditions of contracts between Users with respect to the purchase and sale of Products, including, without limitation, price, transportation, terms of payment, risk of loss, delivery, acceptance, and warranties are established between Users. GHX is not a party to contracts between Users and will not acquire title to Products or otherwise bear the risk of product performance. GHX will not intentionally influence the terms of any contracts between Users and will use commercially reasonable efforts to present competing products in a neutral manner, except as otherwise requested by a Purchaser. GHX will not intentionally influence the distribution channel of any Product.

4. **Security:**

- a. **Identification.** During the term of this Agreement, GHX will provide User with log-on identifications and passwords (each, an "**Identification**") for its representatives approved to use the Exchange. Each of User's authorized representatives will need an Identification to access the Exchange. User agrees to use commercially reasonable efforts: (i) to protect the security of each Identification; (ii) not to permit individuals other than employees or contractors approved by it to use the Identification to gain access to the Exchange; (iii) not to disclose any Identification to any person except on a need-to-know basis; and (iv) to ensure that approved employees or contractors access the Exchange only in connection with User's business purposes. User will provide GHX prompt notice of the loss or unauthorized disclosure of any Identification.
- b. **Exchange Security.** GHX will use commercially reasonable efforts to maintain the security of the Exchange, including, without limitation, constructing and maintaining firewalls and other security devices to limit any unauthorized access to information accessible from the Exchange. GHX and User each will take commercially reasonable precautions to avoid introducing into the other's computers any "computer virus," "trojan horse," "worm" or other malicious computer code. Except in furtherance of the purposes set forth in the section titled The Exchange, User may not upload, download, modify, disassemble, decompile, or copy GHX Intellectual Property or otherwise take any action that may affect the use or functionality of the Exchange. User will not breach or attempt to breach Exchange computer or software security, attempt to access the information of another User or otherwise invade the privacy of others in connection with its use of the Exchange.

5. **Ownership, Confidentiality and Licenses:**

- a. **Definitions.** The following terms will have the indicated meanings:
- "**Aggregated Data**" means a compilation of multiple Users' Transaction Data concerning which GHX has taken commercially reasonable precautions to ensure that no individual, particular transaction or entity can be identified.
- "**Catalog**" means the Product Data of multiple GHX Suppliers organized according to GHX's proprietary classification scheme (the "**Classification Scheme**").
- "**Developments**" means any information, inventions, discoveries, ideas, innovations, communications, writings, reports and other works (whether or not copyrightable or patentable), including any computer programs, which are made, conceived, developed or prepared by GHX during the Term and which are based upon or arise from the Services performed by GHX for User.
- "**Marks**" as used herein means an entity's identity elements, including, without limitation, its name and logo and such other trademarks, trade names, trade dress, service marks and service names that such entity uses or to which it has registration or license rights.
- "**Product Data**" means Product information that a Supplier provides to GHX for display on the Exchange or to communicate to Purchasers including, without limitation, product descriptions, Product specifications, User's Marks, catalog prices, catalogs, directions for use, text, pictures, sound, video and other data.
- "**Transaction Data**" means any information communicated by GHX to a User, by a User to GHX or between a Supplier and a Purchaser through the Exchange that relates to Product purchase, sale, availability, price, terms of payment or order status, including summaries of such information.
- b. **Ownership By GHX.** As between GHX and User, GHX owns and will own all right, title and interest in and to all intellectual property ("**GHX Intellectual Property**"), including, without limitation, all copyright, patent, trademark, trade secret, moral rights, goodwill and brand, design and so called "look and feel" and graphical user interface, data flows, product and connectivity specifications, schematics, documentation, source code and object code, data maps and definitions, and other proprietary rights, whether such is now existing or may hereafter come into existence, embodied in or associated with: (i) GHX; (ii) the Exchange (including, without limitation, all web pages of the Exchange and GHX's proprietary XML schema and document type definitions); (iii) GHX's Marks; (iv) the Catalog; (v) Aggregated Data; and (vi) Developments, but excluding in each of (i) through (vi) above, Transaction Data, Product Data, and User's Marks. In addition, GHX retains the right to use its knowledge, experience, and know-how, including processes, ideas, concepts, and techniques developed in the course of performing any Services, and constitutes GHX Intellectual Property.

- c. **Ownership/License By Third Parties.** The Exchange contains third party Marks, Product Data, software, and other intellectual property belonging to third parties. All such intellectual property is and will remain the property of its respective owners. Except as set forth in the section titled The Exchange, access to the Exchange does not grant a right to User to copy or use such Product Data, Marks, software, or intellectual property. User acknowledges that in connection with the Licensed Products, User may be granted a sublicense to software owned by third parties ("**Third Party Software**"). User shall be required to abide by applicable end user license agreements for Third Party Software provided in connection with its access to the Exchange. GHX will provide User with such license terms prior to the furnishing of, or the granting of access to, any such software, and User's agreement to abide by the terms of such end user licenses shall be a condition to its use of such software and the Exchange. Unless otherwise agreed between the parties, User will not be responsible for license fees related to the use of Third Party Software.
- d. **Ownership By User.**
- i. As between User and GHX, User will own all Transaction Data jointly with the Supplier that is a party to the transaction generating the Transaction Data, each with the right to use such Transaction Data as if it were the sole owner and without any duty to account to the other, except as may be provided in a separate agreement among the parties to such transaction. GHX may provide reports relating to Transaction Data in accordance with the instructions of either the Supplier or the Purchaser that is a party to a transaction giving rise to such Transaction Data. User will not issue any instructions regarding Transaction Data which would violate any agreement with a third party. GHX will be under no duty of inquiry regarding the ownership of such data or User's right to dispose of such data.
  - ii. For purposes of this Agreement, "**Contract Data**" means Transaction Data from User's purchase of products and services which are purchased under a group purchasing agreement with User's primary group purchasing organization ("**GPO**") and "**Non-Contract Data**" means Transaction Data from User's purchase of products and services which are not purchased under such a group purchasing agreement. User and its Affiliates consent or do not consent to GHX providing Transaction Data (including Contract Data and Non-Contract Data) to User's primary GPO as specified on the signature page of this Agreement or any other written consent provided by User to GHX. GHX may exclude data for User and its Affiliates from the Transaction Data provided to User's primary GPO if User and its Affiliates do not use GHX's Contract Center Xpert and have not consented to the release their Non-Contract Data to their primary GPO. User and its Affiliates User's primary GPO as of the Effective Date is Vizient, Inc., formerly known as Novation, Inc., VHA, Inc., University Healthcare Consortium, Provista, LLC or MedAssets, Inc. ("**Vizient**")
  - iii. Vizient shall be entitled to use any data shared by GHX pursuant to this Agreement for any and all purposes and in any format, including individualized Transaction Data. User expressly acknowledges and agrees that Vizient and User's vendors shall have the right to rely on User's authorization regarding access to and use of data by GHX, vendors and Vizient contained in this section titled Ownership By User and shall be considered third-party beneficiaries of such authorization.
- e. **Aggregated Data.** By executing this Agreement on the signature page, User grants GHX a worldwide, perpetual, royalty-free license to use Transaction Data for the preparation of Aggregated Data.
- f. **Reserved Rights.** Nothing in this Agreement grants User any right to use GHX's Marks in any Product Data, sales promotion, or press release without GHX's prior written approval. GHX reserves all rights in all GHX Intellectual Property. Except in furtherance of the purposes set forth in the section titled The Exchange, access to the Exchange does not constitute a right to copy or use any GHX Intellectual Property or intellectual property of any other User of the Exchange.
- g. **Confidentiality.**
- i. **Confidential Information.** Certain information furnished or disclosed by each party to this Agreement, including, without limitation, Product Data, Transaction Data and non-public information about each party's business strategies and future product or Exchange offerings may contain or reflect the confidential information of such party. Confidential information of GHX is referred to hereinafter as "**GHX Confidential Information.**" Except as provided below in this section titled Confidential Information, GHX Confidential Information includes, without

limitation, all GHX Intellectual Property, information about or of other Users and information accessed through use of or concerning the Exchange. Confidential information of User is referred to hereinafter as "User Confidential Information." User Confidential Information includes, without limitation, all Transaction Data. GHX Confidential Information and User Confidential Information are collectively referred to hereinafter as "Confidential Information." Confidential Information of the disclosing party also includes information that a reasonable person would generally understand and expect to be confidential or proprietary, as well as information that the disclosing party identifies at the time of disclosure as confidential. Confidential Information does not include information that the receiving party demonstrates:

- (a) was published or otherwise became available to the general public without breach of this Agreement;
- (b) was furnished by a third party without a breach of such third party's obligations to the disclosing party;
- (c) was in a party's possession prior to the disclosure by the other party; and
- (d) was developed independently by an employee or agent who was not aware of Confidential Information furnished to it pursuant to this Agreement.

Notwithstanding anything to the contrary set forth herein, any party to this Agreement (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the relationship contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure. This authorization of tax disclosure is retroactively effective to the commencement of the first discussions between the parties regarding the relationship contemplated herein. The preceding two sentences will be interpreted to comply with the requirements of Treasury Regulation 1.6011-4(b)(3)(iii).

- ii. **Obligations.** Each party agrees to protect the confidentiality of the other's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than due care and attention. Neither party will reproduce or use any Confidential Information of the other party, except for the purpose of conducting authorized transactions on the Exchange. Neither party will disclose to any other person the other party's Confidential Information without the prior written consent of the other party, except as provided in the section titled Ownership By User. Each party will give prompt notice to the other of any unauthorized disclosure of the other party's Confidential Information of which it becomes aware.
- iii. **Legal Process.** If either party receives a subpoena, other validly issued administrative or judicial process, or a Riverside County Public Records Act (PRA) request requesting the Confidential Information of the other party, the party receiving the subpoena, other process, or PRA request will provide prompt notice to the other party of such receipt and the substance of such subpoena, process, or PRA request if reasonably practical and permitted by law. In addition, to the extent permitted by applicable law, the receiving party will cooperate with the other party in any attempt to contest or limit such required disclosure, at such other party's sole expense. The receiving party will thereafter be entitled to comply with such subpoena, process, or PRA request to the extent reasonably required by law. Notice will not be required prior to disclosure of Confidential Information to tax authorities to the extent reasonably required in connection with tax audits of GHX or User.
- iv. **Return of Confidential Information.** Upon termination or expiration of this Agreement, each party will promptly return to the other party and/or delete or destroy all copies of the other party's Confidential Information in its possession, custody or control, except that GHX may retain Product Data solely for archive purposes and Transaction Data for archive purposes and for purposes of its joint owner.
- v. **Limits on Exchange of or Access to Information.** User will not use the Exchange or activities related to the Exchange for the purposes of exchanging among Suppliers or their affiliated entities competitively sensitive information such as prices or terms of sale.
- h. **Limitations on Display and Use of Catalog.** This section titled Limitations on Display and Use of Catalog is only applicable if User downloads and stores Product Data in its systems.



- i. GHX acts as a passive conduit for the display and publication of Product Data, and GHX reserves to GHX Suppliers complete control over the form and substance of all Product Data, subject to such GHX Suppliers' obligations under their Supplier User Agreements. User may display and use the Catalog and all Product Data contained therein verbatim as received, and may not edit, modify or create derivative works of the Catalog, any part thereof, or any such Product Data in any way. Notwithstanding any other provision of this section titled Limitations on Display and Use of Catalog, User may: (i) translate the Product Data into another format; (ii) display Product Data without displaying related elements of the Classification Scheme or using a Classification Scheme of its own choosing; and/or (iii) create, display and use subsets of the Product Data, including both subsets of Products and of the unmodified fields describing such Products. User may display data regarding other products together with the Catalog or permitted subsets thereof. Other than information regarding other products added by User, all modifications and subsets created by User pursuant to this section titled Limitations on Display and Use of Catalog will constitute part of the Catalog, and User will have no greater rights in any such modification or subset than its rights to use and display the Catalog as provided in this Agreement. If requested by GHX, User will, at no cost to GHX, provide GHX or applicable GHX Suppliers with reasonable access to User's systems to permit GHX and such Suppliers to verify User's compliance with the Agreement. Under no circumstances will User display the Product Data of any Supplier to any other Supplier. Any derivative works made or created by User pursuant to this Agreement or otherwise will remain the property of the applicable Supplier or GHX, as the case may be, and User will obtain no right, title, or interest in, or to, any such derivative works. User may not use the Catalog to populate, electronically or otherwise, electronic purchase orders that User sends, either directly or indirectly, to an on-line electronic trading exchange of Products other than the Exchange. Except as set forth herein, no other use, copying, display, transmittal or distribution of the Catalog, in any form, in whole or in part, by User is permitted without GHX's prior written consent.
- ii. GHX may withdraw or cancel all or any part of the Catalog if: (i) the Catalog becomes the subject of a claim that it infringes the rights of any third person or that GHX otherwise does not have the right to permit others to use it; (ii) the Catalog becomes illegal or contrary to any applicable law or regulation; or (iii) a GHX Supplier terminates GHX's right to supply its Product Data to User. Upon notice that GHX has withdrawn or cancelled all or any part of the Catalog pursuant to this section titled Limitations on Display and Use of Catalog, User will (a) cease all use of the Catalog and Product Data and (b) return or destroy all Product Data provided by GHX. Within 30 days of such termination, Purchaser will certify to GHX in writing that it has ceased use of the Catalog and all Product Data and has deleted all such Product Data from User's systems, unless the GHX Supplier consents in writing to the retention of such Product Data.

**6. Term and Termination:**

- a. **Term.** Unless sooner terminated as provided below, this Agreement will commence on the Effective Date and continue in effect until the end of the Term.
- b. **Termination.** Either party may terminate this Agreement or any statement of work for breach by the other party, if the breach is not cured within thirty (30) days after written notice by the non-breaching party. User's obligation for payment of this Agreement beyond the current fiscal year is contingent upon and limited by the availability of User funding which payment can be made. No legal liability on the part of User shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, User shall immediately notify GHX in writing and this Agreement shall be deemed terminated, having no further force and effect.
- c. **Consequences of Termination.**
  - i. **For GHX.** Upon termination of this Agreement, GHX will (i) de-activate User's Identifications and (ii) refund an allocable portion of Fees paid for any period after termination.
  - ii. **For the User.** Upon termination of this Agreement, User will: (i) cease all use of the Exchange; (ii) pay all outstanding fees due to GHX through the effective date of termination; and (iii) comply with the section titled Ownership By User, and (iv) honor all outstanding contracts with other Users.

- iii. **Survival.** All rights and obligations with regard to information disclosed or matters occurring or arising before the effective date of termination will survive the termination or expiration of this Agreement, including without limitation, the rights and obligations set forth in the sections titled Ownership, Confidentiality and Licenses, Consequences of Termination, Disclaimer, Limitation of Liability, Indemnity, and General.
7. **Disclaimer:** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GHX MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES, THE EXCHANGE OR ANY PRODUCTS SOLD THROUGH THE EXCHANGE. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, GHX PROVIDES ALL SERVICES PERFORMED HEREUNDER "AS IS." GHX HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE WITH REGARD TO THE EXCHANGE, THE EXCHANGE SOFTWARE AND ITS USER INTERFACE. GHX DOES NOT WARRANT THAT IT WILL BE ABLE TO CORRECT ALL REPORTED DEFECTS IN THE EXCHANGE OR THAT USE OF THE EXCHANGE, ACCESS TO PRODUCT DATA OR LINKS TO OTHER SUPPLIER MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE. GHX PROVIDES NO WARRANTIES WITH RESPECT TO THE FUNCTIONALITY OF THE SOFTWARE AND ITS USER INTERFACE. GHX MAKES NO WARRANTY REGARDING FEATURES, SOFTWARE OR SERVICES PROVIDED BY THIRD PARTIES.
8. **Limitation of Liability:** EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE SECTION TITLED INDEMNITY BY GHX AND THE SECTION TITLED INDEMNITY BY USER, EACH PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND (INCLUDING DEATH OR BODILY INJURY), WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT, WILL IN NO CASE EXCEED THE GREATER OF (1) THE AMOUNT OF FEES ACTUALLY PAID BY USER TO GHX HEREUNDER OR (2) \$200,000. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE SECTION TITLED INDEMNITY BY GHX AND THE SECTION TITLED INDEMNITY BY USER, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF BUSINESS, USE OR DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST USER OR GHX. NEITHER PARTY WILL APPLY FOR, SEEK OR OTHERWISE REQUEST FROM ANY COURT, RELIEF OR REMEDY IN THE FORM OF EXEMPLARY OR PUNITIVE DAMAGES.
9. **Indemnity:**
- a. **Indemnity by GHX.** GHX will defend, indemnify and hold harmless User, its officers, directors, agents, assigns and successors in interest (collectively the "User Indemnitees") from and against any claims, demands, suits, causes of action, legal or administrative proceedings and pay all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, paid, incurred or suffered by any of the User Indemnitees arising out of or resulting from any third party claim (i) that any GHX Intellectual Property infringes, misappropriates or violates such third party's rights under any United States trademark, United States copyright, trade secret or any United States patent issued as of the Effective Date unless such claim is caused by misuse or modification by User (except as authorized by GHX) or by User's use of such GHX Intellectual Property in combination with any product or information not owned by or developed by GHX, (ii) failure by GHX to comply with Requirements of Law, or (iii) resulting from GHX's gross negligence or willful misconduct.
- b. **Indemnity by User.** User will defend, indemnify and hold harmless GHX (and in the case of item (v), the Supplier of the relevant Product Data), their officers, directors, agents, assigns, successors

in interest (collectively the "GHX Indemnitees") from and against all claims, demands, suits, causes of action, legal or administrative proceedings and pay all damages, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, paid, incurred or suffered by any of the GHX Indemnitees, arising out of or resulting from any third party claim related to: (i) the use of any Product purchased through the Exchange; (ii) GHX's acts or omissions in accordance with User's instructions with respect to the delivery of Transaction Data; (iii) failure by User to comply with applicable laws and regulations; (iv) any errors in any data supplied to GHX by User; (v) if Product Data or the Catalog are stored on User's systems, any modification of the Catalog by User, including without limitation, changes to the Product Data or the Classification Scheme or (vi) User's gross negligence or willful misconduct.

- c. **Indemnification Procedures.** Promptly after receipt by an indemnified party of a notice of any third party claim or the commencement of any action, such indemnified party must (a) notify the indemnifying party in writing of any such claim; (b) provide the indemnifying party with reasonable assistance to settle or defend such claim at the indemnifying party's own expense; and (c) grant to the indemnifying party the right to control the defense and/or settlement of such claim, at the indemnifying party's own expense; provided, however, that (i) the failure to so notify, provide assistance or grant authority and control will only relieve the indemnifying party of its obligation to the indemnified party to the extent that the indemnifying party is prejudiced thereby; (ii) the indemnifying party will not, without the indemnified party's consent (such consent not to be unreasonably withheld or delayed), agree to any settlement which: (x) makes any admission on behalf of the indemnified party; or (y) consents to an injunction against the indemnified party (except an injunction relating solely to the indemnified party's continued use of any infringing intellectual property); and (iii) the indemnified party will have the right, at its expense, to participate in any legal proceeding to contest and defend a claim and to be represented by legal counsel of its choosing, but will have no right to settle a claim without the indemnifying party's written consent, such consent not to be unreasonably withheld or delayed, and (iv) in the event the indemnifying party elects not to assume the control granted pursuant to clause (c) above, the indemnified party will have the right, notwithstanding anything in the preceding clause (iii) to the contrary, to control the defense and/or settlement of such claim, at the indemnifying party's expense.

#### 10. General:

- a. **Independent Contractors; Non-Exclusive.** Each party to this Agreement is an independent contractor with respect to the other, and neither will have any authority to bind or commit the other. Nothing in this Agreement will create a joint venture, partnership, or agency relationship between the parties. This Agreement is not intended to be an exclusive arrangement and nothing contained herein will prevent User from purchasing or selling any Product through any other electronic or other medium or channel.
- b. **Integration and Waiver.** This Agreement and any exhibits attached hereto constitute the entire agreement between the parties relating to this subject matter. All previous and collateral agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement. Any understanding, promise, representation, warranty, or condition not incorporated into this Agreement will not be binding on either party. Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar.
- c. **Severability.** The invalidity or unenforceability of any term or provision herein will in no way affect the validity or enforceability of any other term or provision.
- d. **Disputes.**
- i. If any dispute arises between the parties, either party may provide the other party with written notice of such dispute that reasonably, accurately and completely explains the dispute, and which requests that one senior executive from each party meet to discuss and attempt to settle the dispute within fifteen (15) business days after the other party receives such notice. The designated executives of each party will meet and attempt to settle the dispute in good faith within such fifteen (15) day time period. If the dispute is not settled to the mutual satisfaction of both parties with such fifteen (15) day time period, then they will have recourse to settle the dispute as set forth below in this section.

- ii. Upon the expiration of the fifteen-day period contemplated above in this section, all disputes will be subject to arbitration pursuant to the rules of, and before three (3) arbitrators selected by, the Center for Public Resources Institute for Dispute Resolution. Arbitrations will take place in Riverside, California. The cost of any arbitration is to be shared equally by the disputing parties. Arbitration will be the only method, apart from good faith negotiations and requests for injunctive or other preliminary relief in a court of law, by which the parties resolve disputes.
  - e. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California as though all acts or omissions related hereto occurred in such state. All court actions arising out of or relating to this Agreement will be brought exclusively in a state or federal court located in the City and County of San Francisco, California. User hereby consents to the jurisdiction of such courts.
  - f. **Force Majeure.** Except for obligations to make payment neither party will be liable to the other for any delay in performance or inability to perform due to Force Majeure. "Force Majeure" includes any acts or omissions of any civil or military authority, acts of God, acts or omissions of the other party hereto, terrorism, fires, strikes or other labor disturbances, major equipment failures, fluctuations or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment that cannot reasonably be foreseen or prevented, or any other act, omission or occurrence beyond either party's reasonable control, irrespective of whether similar to the foregoing enumerated acts, omissions or occurrences. If either party's performance is delayed by Force Majeure, the time for performance will be reasonably extended.
  - g. **Assignment and Sublicense.** User will not assign, delegate, sublicense, transfer or subcontract the whole or any part of this Agreement or its rights under the section titled Limitations on Display and Use of Catalog without GHX's prior written consent, provided however, that the merger, consolidation, reorganization or change in control or the acquisition of substantially all of the business and assets of User will not be deemed an assignment and will not require the consent of GHX provided that User's successor-in-interest undertakes in writing to be bound by the terms of this Agreement. User may extend this Agreement to additional Affiliates by notice to GHX. GHX may assign, delegate, sublicense, transfer, or subcontract any of its rights or obligations hereunder to any of its wholly owned subsidiaries. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
  - h. **Notices.** All notices, requests and other communications required or permitted to be given under this Agreement, except those specifically permitted to be given by e-mail, must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by express mail, private courier or facsimile to the party to whom such notice is required or permitted to be given. Any such notice will be considered to have been given when received, or if mailed, five business days after it was mailed, as evidenced by the postmark. The mailing address or electronic mail address for notice to either party will be the address shown on the signature page of this Agreement. Either party may change its mailing address or electronic mail address by notice as provided by this section titled Notices.
  - i. **Third-Party Rights.** Each GHX Supplier that owns Product Data that is sublicensed to User by GHX hereunder will be a third-party beneficiary of all of GHX's rights with respect to such Product Data, provided, however, that such GHX Suppliers will not be entitled to enforce their respective rights under this Agreement unless: (i) User has materially breached this Agreement with respect to such Product Data; (ii) such breach has continued for at least 60 days after the expiration of any applicable grace or cure period; and (iii) GHX has failed to enforce its rights with respect to such Product Data. Except as provided to the contrary in this Agreement, this Agreement will not be construed to confer any right or benefit on any party other than the parties hereto and their permitted successors and assigns.
11. **Use of Name:** User grants to GHX the right to list its name for the purpose of identifying it as a user of the Exchange.
12. **HIPAA:** If specific Licensed Products invite User to transmit protected health information as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and the applicable regulations (collectively, "HIPAA"), the parties will negotiate in good faith to enter into a mutually-agreed Business Associate Agreement meeting HIPAA requirements.

- 13. Insurance:** Without limiting or diminishing GHX's obligation to indemnify or hold User harmless, GHX shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the User herein refers to the County of Riverside, and its respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives related to User as Additional Insureds.

**A. Workers' Compensation:**

If GHX has employees as defined by the State of California, GHX shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of GHX's performance of its obligations hereunder. Policy shall name User as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then GHX shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the User as Additional Insureds.

**D. Cyber Liability:**

GHX shall procure and maintain for the duration of the Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Services hereunder by GHX, its agents, representatives, or employees including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. GHX shall procure and maintain cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by GHX in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If GHX maintains broader coverage and/or higher limits than the minimums shown above, User shall be entitled to the broader coverage and/or higher limits maintained by GHX. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to User.

**E. General Insurance Provisions - All lines:**

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) GHX must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, GHX's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) GHX shall cause GHX'S insurance carrier(s) to furnish User with a properly executed original Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the User prior to any, cancellation (10 days' notice for non-payment of premium) of such insurance. In the event of a cancellation in coverage, User may terminate this Agreement for cause in accordance with the terms of the Agreement. User may prohibit GHX from commencing operations until User has been furnished original Certificate (s) of Insurance and copies of endorsements. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the parties hereto that the GHX'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

[Remainder of page is intentionally blank]

### AFFILIATE LIST

This Affiliate List lists User and each Affiliate of User eligible to participate and that User has elected to participate in the Exchange. "Affiliate" means controls, is controlled by, or is under common control with User. "Control" means holding, directly or indirectly, 50% or more of the outstanding voting securities, or having the power to designate a majority of directors or similar functions.

#	User Name	Address
*	County of Riverside	26520 Cactus Ave., Moreno Valley, CA 92555
Affiliate Name	Address	
1.	Riverside University Health System-Medical Center	26520 Cactus Ave., Moreno Valley, CA 92555
2.		

\* User is not receiving any GHX Services under the Agreement, New SOW or any other SOW under the Agreement.

**GLOBAL HEALTHCARE EXCHANGE, LLC  
STATEMENT OF WORK**

This Statement of Work is between Global Healthcare Exchange, LLC ("GHX") and the User listed in the signature block ("User").

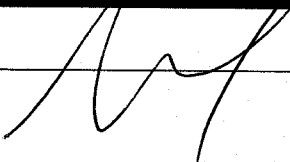
**1. Definitions**

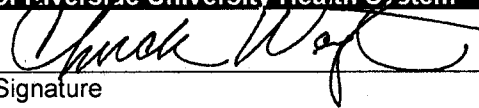
Defined Term	Definition
Effective Date	This SOW is effective as of the later of (i) the date of last signature; or (ii) the date of the Agreement.
Agreement	User Agreement between User and GHX, including all addendum, schedules, exhibits, attachments and amendments <div style="float: right; border: 1px solid black; padding: 2px;"> <b>Title: United States Purchaser User Agreement</b>  <b>Date:</b> </div>
Schedules	<b>SOW Services Schedules, Invoice Schedule</b> , and any exhibits or attachments to these schedules.
Services	The GHX services described in the SOW Services Schedules.
SOW	Statement of Work consisting of this signature page, the SOW Terms and Conditions and all Schedules.
SOW Terms and Conditions	The <b>SOW Terms and Conditions</b> at <a href="http://www.ghx.com/contracts/sow-terms-and-conditions">www.ghx.com/contracts/sow-terms-and-conditions</a> which are incorporated in this SOW. <span style="float: right;">Rev: 102016</span>
Term	The Initial Term is three years from Effective Date. The Term may be extended by a written amendment signed by both parties.
Other defined terms	All terms defined in the Agreement have the same meanings in this SOW unless otherwise specified in this SOW.


**2. Counterparts; Authority; Amendment:** This SOW may be executed in counterparts, including electronic counterparts. Each person signing this SOW has authority to do so. This SOW is not binding until signed by User and GHX. This SOW, including the SOW Terms and Conditions, may only be amended in writing signed by the parties.

**Global Healthcare Exchange, LLC, a Delaware limited liability company**

**User: The County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System**

Signature   
 Rob Gillespie  
 Printed Full Name  
 Chief Financial Officer  
 Title  
 9/12/2018  
 Date

Signature   
 Chuck Washington  
 Printed Full Name  
 Chairman, Board of Supervisors  
 Title  
 OCT 30 2018  
 Date

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 BY   
 DEPUTY

Please return the signed document and update notice address to GHX Customer Contracts: via mail to GHX, LLC, Attn: Customer Contracts, 1315 W. Century Drive, Suite 100, Louisville, CO 80027; via fax to 720.294.4514, Attn: Customer Contracts; or via e-mail to [customercontracts@ghx.com](mailto:customercontracts@ghx.com)

FORM APPROVED COUNTY COUNSEL  
 BY:   
 DANIELLE D. MALAND  
 DATE

OCT 30 2018 17.2



## INVOICE SCHEDULE

<b>Account Name</b>	Riverside University Health System
<b>Account Address</b>	26520 Cactus Ave, Moreno Valley, CA 92555
<b>A/P Contact</b>	Name: Jeffrey Espinoza Title: Administrative Services Manager, Value Analysis Email: j.espinoza@ruhealth.org Phone: 951.486.4000
<b>Primary GPO</b>	Vizient

Product Name	Fee (USD)	Invoice Milestone	Invoice Cycle
NuVia Subscription & MMIS Integration Subscription Fees (for 1 Affiliate, 1 Instance, and up to 68K SKU's)	\$145,185.03	50% due on Effective Date and 50% due on Acceptance and 100% due on each anniversary of Effective Date thereafter	Yearly
NuVia Implementation & MMIS Integration - NuVia Integration Fees (for 1 Affiliate, 1 Instance, and up to 68K SKU's)	\$51,873.15	50% due on Effective Date and 50% due on Acceptance	One Time
Consulting - NuVia Consulting Fee (for 1 Instance and up to 500 licensed beds)	\$88,200.00	50% due on Effective Date and 50% due on Acceptance	One Time
Contract Center Xpert Subscription Fee (for 1 Affiliate)	\$10,400.00	50% due on Effective Date and 50% due on Acceptance and 100% due on each anniversary of Effective Date thereafter	Yearly
PeopleSoft Core Integration - Integration Fee	\$10,500.00	50% due on Effective Date and 50% due on Acceptance	One Time
PeopleSoft Core Integration Subscription Fee	\$2,205.00	50% due on Effective Date and 50% due on Acceptance and 100% due on each anniversary of Effective Date thereafter	Yearly
Provider Integration - Connect Plus Only Integration Fee (for 1 Affiliate)	\$15,015.00	50% due on Effective Date and 50% due on Acceptance	One Time
Year 2 NuVia, MMIS Integration Subscription, PeopleSoft Core Integration Subscription, and Contract Center Xpert Subscription Fees (for 1 Affiliate, 1 Instance, and up to 68K SKU's)	\$165,159.54	Anniversary of Effective Date	Yearly
<b>Total due upon Effective Date</b>	<b>\$161,689.09</b>		
<b>GHX Sales Executive (for internal GHX use only)</b>	<i>Jamie Frame</i>		C-44041

**SOW SERVICES SCHEDULE  
PROVIDER INTEGRATION - CPLUS ONLY**

1. **Overview:** Provider Integration - CPlus Only (the "Service") provides User with a GHX Connect Plus server to integrate User's Materials Management Information System or Enterprise Resource Planning (MMIS/ERP) to the GHX Installed Services listed in the Services Details ("Installed Services").
2. **Services Details:**
  - a. Service Selected [Check one]
    - Virtual Connect Plus Server ("Virtual Server") Integration
    - Hardware Connect Plus Server ("Hardware Server") Integration
  - b. MMIS/ERP System Information:

System: PeopleSoft	Version: 9.1
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  - c. **Installed Services:**
    - i.  NuVia
    - ii.  Other [Fill In]: \_\_\_\_\_
3. **Fees, Fee Metrics and Adjustments:**
  - a. **Fee Adjustments:** Fees will increase if the Service Details change. Fee adjustments will be at then-current rates for the Service.
  - b. **Additional Scope:** The Service includes the basic configuration of User's Virtual Server or Hardware Server, and connection of the Connect Plus solution to User's MMIS/ERP and required GHX Products listed in the Service Details. Any services or requests outside of the scope of this Services Schedule, including changes to transaction sets, data file processing, reintegration services, additional MMIS/ERP integrations, or conversion to a new MMIS/ERP will require additional GHX integration, reintegration or upgrade services SOW or Schedule and is subject to the Additional Scope section of the **SOW Terms and Conditions**
4. **Term:** This is a one-time Service, not an ongoing subscription. The Term for this Service is until Acceptance. Services requested after the Term are subject to the Additional Scope section of the **SOW Terms and Conditions**. This section takes precedence over the Term defined in the SOW signature page.
5. **Assumptions:**
  - a. User subscribes to the Installed Services.
  - b. The Service does not grant access, rights, permission, or subscription to Provider Exchange, Supplier Exchange, Supplier Exchange Distributor services, or any Service other than the Installed Service.
  - c. The GHX Connect Plus server(s) installed at User's data center(s) will act as the single gateway between User's MMIS/ERP and the available services attached to this SOW.
  - d. User and GHX agree that User shall send outbound purchase orders to the GHX Connect Plus server and the GHX Exchange in GHX's standard EDI single format.
  - e. User and GHX agree that the Service will provide required documents (as identified in the attached **Service Schedule**) for pickup or delivery to the MMIS/ERP in the standard single format for all documents that originate from the GHX Installed Services.
  - f. If User requires additional services or functionality that User's MMIS/ERP application or its own resources do not natively support, the Additional Scope section of the **SOW Terms and Conditions** apply.
6. **GHX Responsibilities:**
  - a. Assessment

- i. Schedule the Service installation with User.
  - ii. Work with User to complete boarding documents, business and technical assessments.
  - iii. Register User in the GHX Exchange for Installed Services.
  - iv. Ship the Virtual Server or Hardware Server to User.
  - v. Implement standard EDI or XML maps, if needed as determined by GHX.
  - vi. Configure integration software and interfaces.
  - vii. Connect User's MMIS/ERP application to GHX.
- b. Testing
- i. Work with User to test User's MMIS/ERP system for connectivity.
  - ii. Completes Service production changes.

**7. User Responsibilities:**

- a. Work with GHX to perform all the tasks described in the Section titled GHX Responsibilities.
  - b. Provide contact information to GHX to be used to resolve service issues. Respond in a timely manner when service issues are identified.
  - c. Integration
    - i. User will utilize native MMIS/ERP application capabilities, and User's own custom programming and resources (internal staff, consultants, etc.), as necessary, to process User's transaction sets in the standard single format.
    - ii. User is responsible for implementing the necessary MMIS/ERP modules, MMIS/ERP application setups, and/or custom programming needed to process, present and manipulate the inbound transaction in the MMIS/ERP after it is delivered by the GHX Service in the standard single format.
    - iii. User facilitates communication between User, User's MMIS/ERP vendor and GHX to determine the native and supported capabilities of the MMIS/ERP application and its setup as needed.
  - d. Testing
    - i. User will manage connectivity validation to GHX Installed Services from MMIS/ERP through the Virtual Server or Hardware Server.
    - ii. User agrees on mutually determined go-live date
- 8. Acceptance:** This Service is accepted upon the transmission of file from User's MMIS to the Service via Connect Plus (Virtual Server or Hardware Server).
- 9. License and Ownership:** The Service (including all software provided as part of the Service) is a Licensed Product under of the Agreement. This section takes precedence over any conflicting terms in the Agreement.
- a. License Grant: In return for the Service fees, GHX grants User and its Affiliates (as defined in the Agreement) a non-exclusive license to install, use and display the Service for the purposes described in the Agreement in the territory selected in this SOW.
  - b. Term and Termination: This license is concurrent with the term of the Agreement or this SOW. Upon termination of the Agreement or this SOW, User will cease using all Services, return the server, uninstall all software (hardware or virtual) and comply with its termination obligations under the Agreement. If User is migrating from hardware to virtual Service, User will return the hardware to GHX, cease using and uninstall any software not required for the virtual Service promptly after the virtual service is installed.
  - c. Restrictions: User will not and will not permit its Affiliates or anyone except GHX to:
    - i. copy or translate the Service, except for reasonable copies for back up, archive or disaster recovery;

- ii. decompile, disassemble, reverse assemble or reverse engineer, or otherwise attempt to determine source code, protocols or configuration of the Service;
  - iii. modify or create any derivative works of the Service, its components or configuration of the software components used for the Service;
  - iv. import, add, modify or delete data in the Connect Plus™ Virtual software database by any method other than direct data entry through the application or through a GHX-developed interface.
  - v. transfer or assign (except as permitted in the section of the Agreement titled assignment) distribute, sell, lease, sublicense, host or operate the Service as a service bureau; or
  - vi. remove, obscure or deface any proprietary notice or legend in the Service or any of its components.
- d. **Ownership by GHX:** The Connect Plus server and all software used to provide the Service are GHX Intellectual Property under the Agreement. As between User, its Affiliates and GHX, GHX retains all right, title and interest in the Service and any modifications or derivative works based on the Service, its configuration or any of its components.
- e. **Third Party Software:** The Service includes third party software. All third party software is the property of its respective owner or licensor. User and its Affiliates will comply with all applicable third party software licenses. Licenses for third party software included in the Services as of the Effective Date, are listed in the Connect Plus Tag Along Document included with the delivery of the Service. Updates to the third party license terms will be made available to User by GHX in connection with implementation of any upgrades or enhancements to the Service during the term of this SOW. All third party software is provided AS IS. GHX AND THE THIRD PARTY SOFTWARE OWNER OR LICENSOR DISCLAIM ALL INDEMNITIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Additional disclaimers of warranty may be included in the license terms for all the third party software.
- f. **Export:** User is responsible for compliance with all laws and regulations applicable to use of the Service, including export controls and economic sanctions.

**SOW SERVICES SCHEDULE  
CONTRACT CENTER XPRT**

1. **Overview:** Contract Center Xpert (the "Service") is a repository of contract product and price data. The Service can accept automated feeds of contract data from User's group purchasing organization ("GPO") and manual uploads from User directly into the Service. Compatibility between the Service and GHX Provider Exchange allows User to view contract price discrepancies between transaction sets that process through Provider Exchange and the contract price in the Service.
2. **Service Details**
  - a. **Integration Selected:** [Check one]
    - i.  Not Integrated to a Materials Management Information System/Enterprise Resource Management ("MMIS/ERP")
    - ii.  Integrated to MMIS/ERP. Please see attached **SOW Services Schedule for MMIS/ERP Integration or Upgrade.**
  - b. **Service Selected**
    - i.  Contract Center Xpert
    - ii.  Contract Manager Xpert – Contract Center Xpert plus Contract Manager. See attached **SOW Services Schedule for Contract Manager.**
  - c. **GPO as named in the Agreement.**
  - d. **Number of Affiliates as set forth in the Invoice Schedule as of the Effective Date.**
3. **Fee Adjustments - Changes to Service Details:** Fees are based on the Service Details section. Fees will increase as the Service Details change. Fee increases will be at then-current rates for the Service.
4. **Assumptions:** User subscribes to Contract Manager if Contract Manager Xpert is selected.
5. **GHX Responsibilities**
  - a. Aid User with initial configuration of User's settings in the Service.
  - b. Load distributor product numbers received either from the distributor or User, if available. Distributor product numbers may not be available for every product.
  - c. Load UOM conversion data received from User, if available. UOM conversion data may not be available for every product.
6. **User Responsibilities**
  - a. Provide GPO identifiers to GHX for any automated feeds of contract data
  - b. Provide UOM conversion data to GHX not loaded directly on the contract by GPO.
  - c. Provide distributor product numbers to GHX, and assist GHX in obtaining distributor product numbers from distributors.
  - d. Configure or re-configure settings needed to support contract price comparison and other uses of the Service.
  - e. Use GPO tools to activate GPO contracts for automated feeds of contract data
  - f. Validate and maintain accurate contract data within the Service.
  - g. Upload and maintain all GPO and local contract data into the Service. The Service can accept automated feeds of contract data from User's GPO if available.
7. **Acceptance:** The Service is accepted when one contract has been loaded into the Service.

**SOW SERVICES SCHEDULE  
CONSULTING – NUVIA**

1. **Overview:** Consulting – NuVia (the "Service") allows GHX to work with User to design and implement processes, policies, and procedures that incorporate NuVia and leverage master file maintenance industry best practices.
  
2. **Service Details**
  - a. **Service Type** [check one]: User must meet the requirements for the Service selected as listed in the Assumptions section.
    - i.  Standard
    - ii.  Standard with Contract Center Xpert
    - iii.  Custom – see attached **Variations Schedule**.
  - b. **Number of licensed beds:** Listed in **Invoice Schedule** as of the Effective Date.
  - c. **Number of NuVia instances:** Listed in the **NuVia SOW Services Schedule**.
  
3. **Fee Adjustments:** Fees are based on the Service Details section. Fees will increase as the Service Details change. Fee increases will be at then-current rates for the Service.
  
4. **Term:** This is a one-time Service, not an ongoing subscription. The Term for this Service will not exceed eight months from Effective Date. Services requested after the Term are subject to the Additional Scope section of the **SOW Terms and Conditions**. This section takes precedence over the Term defined in the SOW signature page.
  
5. **Assumptions**
  - a. User subscribes to NuVia. If Standard with Contact Center Xpert is selected, User subscribes to Contract Center Xpert.
  - b. User is not engaged in any other projects that will impact the scope, timing, or resources of the Service.
  - c. Up to three item masters may be submitted by User for this Service.
  - d. User has a single, consolidated data management team for User and all its Affiliates for each instance of NuVia.
  - e. User is a member of no more than two GPOs.

6. **Responsibilities for Key Tasks and Deliverables**

Key Task/Deliverable		Responsible Party	
		GHX	User
1.	Identify User's executive leadership to participate in User's goal review related to supply chain, revenue cycle, or cost savings initiatives		X
2.	Identified User executive leadership and key stakeholders and GHX project management will participate in goal and process interviews	X	X
3.	Identify key stakeholders to participate in process redesign sessions to review item master maintenance, contract maintenance, revenue cycle processes, reporting, value analysis program, purchasing, requisitioning, and downstream system impacts		X
4.	Participate in individual process redesign sessions with identified key stakeholders	X	X
5.	Identify key breakpoints in reviewed processes that impact item master data management	X	

Key Task/Deliverable		Responsible Party	
		GHX	User
6.	Provide recommendations for deviations from best-in-class processes for reviewed processes	X	
7.	Determine item master file maintenance requirements to support data mapping	X	
8.	Define future-state process for item master file maintenance	X	
9.	Review NuVia system integration interfaces to determine downstream system impact	X	
10.	Conduct a quality assurance review of initial outbound item master data from User to validate accuracy of field formatting and that field mapping is populated to support defined item master file maintenance requirements, and recommend move of data from the integration to the production environment	X	
11.	Validate accuracy and content of item master data and approve move of data from integration to production environment		X
12.	Identify key stakeholders impacted by item master descriptions		X
13.	Review item master description generation tool with project manager and key stakeholders, as needed, to determine communication and change management approach	X	X
14.	Develop and deliver NuVia communication and change management plan for all identified User stakeholders	X	
15.	Facilitate NuVia description communication with designated individuals, as needed, to support change management plan	X	X
16.	Provide recommended best practice criteria to support item master include/exclude activities	X	
17.	Complete include/exclude activities to add and/or inactivate items based on established criteria		X
18.	Review and inactivate duplicate items in Materials Management Information System/Enterprise Resource Planning (MMIS/ERP)		X
19.	Analyze contract opportunity and revenue alignment*	X	
20.	Produce standardization opportunities report	X	
21.	Determine key performance indicators, capture baseline, and post implementation metrics	X	X
22.	Create key performance indicator dashboard	X	
23.	Align to approach; review all deliverables, including future-state processes		X
24.	Review and approve item master edits and the corresponding updates to the MMIS/ERP		X

Key Task/Deliverable		Responsible Party	
		GHX	User
25.	Provide quality assurance for all system setup details that GHX may provide		X
26.	Verify designated individuals are prepared to operate MMIS/ERP and non-GHX applications		X
27.	Review GPO distributor selection, relevant mark-ups, and tier level configurations*	X	
28.	Review GHX Contract Center Xpert configurations*	X	
29.	Provide GHX up to 100 local contracts in GHX-specified format within 15 business days following launch*		X
30.	Upload up to 100 local contracts in GHX Contract Center Xpert*	X	
31.	Analyze top 1,000 off-contract items for contract mismatches. Fix issues where possible and provide report*	X	
32.	Provide 30 days of post-NuVia deployment support and review to verify designated individuals are following recommended processes	X	X
33.	Facilitate transition to standard GHX support		X
34.	Complete close-out meeting	X	X
35.	Support a 90-day transition (1 remote meeting per month hosted by Customer Success Manager) starting after close-out meeting	X	

\*For Standard with Contract Center Xpert only

7.

**Milestones**

- a. Define future-state process
- b. Deliver communication and change management plan
- c. Create key performance indicator dashboard
- d. Complete close-out meeting



**SOW SERVICES SCHEDULE  
NUVIA**

1. **Overview:** NuVia (the "Service") is a web-based content management application to compare and present User's item master and purchase order ("PO") history data (collectively "Content") with data verified and enriched by GHX from other sources. The Service cleanses and conditions User's Content on an ongoing basis, and monitors this data for changes, updates and duplicates to help improve consistency and accuracy and reduce order exceptions.

2. **Service Details**

a. **Materials Management Information System/Enterprise Resource Planning**

<b>(MMIS/ERP) Information</b> (fill in for each MMIS/ERP)	
System	PeopleSoft
Version	9.1
<b>MMIS/ERP Setup</b>	
Select one of these implementation or integration options. [Check one]	
<input type="checkbox"/> <b>Standard Implementation:</b> configuration of GHX C Plus server to enable NuVia file processing for MMIS/ERP [Included].	
<input checked="" type="checkbox"/> <b>NuVia MMIS Integration:</b> See attached <b>MMIS Integration or Upgrade Schedule</b> .	
<input type="checkbox"/> <b>NuVia MMIS Integration Plus:</b> See attached <b>MMIS Integration or Upgrade Schedule</b> .	
Also select custom if implementation or integration is non-standard. [Check if applies]	
<input type="checkbox"/> <b>Custom:</b> Integration with non-standard MMIS requiring custom configuration and setup for file processing or other non-standard implementation or integration. See attached <b>NuVia – Custom Integration Addendum</b> .	

- b. **Connect Plus Server:** If User does not subscribe to GHX Connect Plus Server, then see attached **Provider Integration (Connect Plus Only) Schedule**.

c. **Service Selected** [select one]

- i.  NuVia – Provider  
 ii.  NuVia – Distributor (See attached **NuVia – Distributor Addendum**)

d. **Revenue Optimization** (HCPCS code assignment) [Check one]

- i.  Included  
 ii.  Not Included

e. **Fee Metrics**

User Submitted Items (# of skus) year 1 (starts upon acceptance)	As listed in the <b>Invoice Schedule</b> as of Effective Date.
User Submitted Items (# of skus) subsequent years (starts each anniversary of acceptance):	Up to 140% of User Submitted Items in previous year.
Number of Instances of Service:	As listed in the <b>Invoice Schedule</b> as of the Effective Date.
Number of Affiliates:	As listed in the <b>Invoice Schedule</b> as of the Effective Date.

f. **Functionality**

1.	Access to AllSource Prime catalog
2.	Manufacturer and Vendor Part Number Validation/Correction & Power Sourcing
3.	Manufacturer & Vendor Name Normalization
4.	UNSPSC Assignment & Power Sourcing
5.	HCPCS Assignment, if Revenue Optimization is selected
6.	Item Descriptions based on GHX attribution
7.	Content Cleansing
8.	Contract Match, if User subscribes to Contract Center Xpert

### 9. Aggregated Item Spend Reporting

- g. **In-Scope Items:** The Service applies only to Medical Surgical Supply Items which are defined as tangible health care products that are either consumable or disposable and are typically used to serve a medical purpose. Implantables are considered medical surgical supplies for this Service. Medical surgical supplies do not include drugs, pharmaceutical products, food, software, services, purchased services, equipment or other items specified by GHX as out of scope.
- h. **Units of Measure:** GHX will display units of measure ("UOM") results according to the ANSIx12 standards. GHX is not responsible and does not assume liability for providing all possible UOM and full packaging string information available in the Service.
- i. **Item Descriptions:** Description length is typically limited in MMIS/ERP systems. GHX seeks to populate relevant descriptive attributes, but all descriptive attributes are not filled out for every item. Guaranteeing all product descriptions are unique is not part of this Service.
- j. **Item Status:** GHX will assign a status to each item provided by the User.
  - i. Discerned means manufacturer and vendor name and part numbers have been validated, UNSPSC has been assigned and descriptive attributes have been assigned and normalized.
  - ii. Obsolete are items that have been identified as obsolete by the Supplier (as defined in the Agreement) and no longer available.
  - iii. Unknown are items not recognized by the Supplier when GHX contacted the Supplier to validate the items.
  - iv. In process items are items that are currently being researched and cleansed by GHX.
  - v. Ineligible items are out of scope items.
- k. **UNSPSC:** GHX will deliver both the eight-digit UNSPSC code and the text description for the Segment, Family, Class, and Commodity. GHX will assign a UNSPSC to each item provided by the User that is Discerned. Some commodities have yet to be defined to the level of granularity necessary to fully categorize a product to the Commodity level.
- l. **Revenue Optimization:** This section applies only if Revenue Optimization (HCPCS Assignment) is selected. GHX will use commercially reasonable efforts to assign Level II Health Care Financing Administration Common Procedure Coding System (HCPCS) codes to the portion of billable items that are included in the item master and are identified by the Centers for Medicaid and Medicare Services in its HCPCS publication but not included in Current Procedural Terminology. User is solely responsible for verifying the accuracy of HCPCS codes assigned by GHX. GHX assumes no responsibility for verification of the HCPCS codes. User will defend, indemnify, and hold GHX harmless from any claims related to the HCPCS codes provided as part of the Service.
- m. **Contract Match:** This functionality is only available if NuVia - Provider is selected and User subscribes to GHX Contract Center Xpert. GHX will match User's Content loaded to the Service with GPO and local contract data available in Contract Center Xpert. Upon identifying contracted product matches, GHX will supply User with the contract price, contract number, description, UOM, effective date and expiration date (if available) of the contract.

### 3. Fee Adjustments

- a. **Changes to Service Details:** Fees are based on the Service Details section. Fees will increase as the Service Details change. Fee increases will be at then-current rates for the Service.
- b. **Service Specific Adjustments:** If User Submitted Items exceeds the number of User Submitted Items specified in Service Details during the applicable year (year 1 or any subsequent years), User will be invoiced for excess User Submitted Items at GHX's

then current rates for the Service. If the User Submitted Items are not consumed by User within the applicable year (year 1 or any subsequent years), User is not entitled to a refund. This section supersedes any conflicting provisions in the Agreement or SOW.

#### 4. Assumptions

- a. User subscribes to a GHX Connect Plus server (either stand alone or as part of GHX Provider Exchange if NuVia - Provider is selected or GHX Supplier Exchange – Distributor if NuVia – Distributor is selected). User must also subscribe to GHX Contract Center Xpert for contract match functionality.
- b. There will be items that cannot be processed due to insufficient available data.
- c. The item status percentages may fluctuate as new items are added to the Service.
- d. The Service does not include any data fields specifically for Protected Health Information as defined in the Health Insurance Portability and Accountability Act (HIPAA) or similar type of information if User is located in Canada (collectively, PHI). User will not submit any PHI in connection with the Service.

#### 5. GHX Responsibilities

- a. Load Content files provided by User into the Service.
- b. **For contract match only:** Match User's Content with User's GPO and local contract data available in Contract Center Xpert.
- c. Process up to the number of User Submitted Items provided by User for the applicable year (year 1 or subsequent years) until at least 85% of those items have a status of Discerned, Obsolete or Unknown. This section does not apply to contract match.
- d. **Training:** Training will follow the train the trainer model and include up to two on site and up to four remote one-hour training sessions, as mutually agreed to during launch. An additional post-deploy remote session, not to exceed four hours, will be provided within 30 days following deployment. GHX provides in project training during the implementation with supportive post live 30 and 60 day sessions on Nuvia to ensure key champions within the customer organization are well versed in the use of the product. GHX leverages multiple vehicles post implementation to ensure customers are able to stay current on new features. This includes online learning through the learning portal, videos, printable in product help and on demand training.
- e. GHX will use commercially reasonable efforts to verify and enrich User's Content, and will monitor for changes, updates and duplicates. The Service is designed to help improve accuracy and consistency to reduce order exceptions, but does not guarantee or warrant accuracy and consistency. User is encouraged to review and validate the data verified and enriched by GHX which is provided by GHX as the Service. Verification and enrichment of User's Content by GHX is the Service and, as such, is GHX Intellectual Property (as defined in the Agreement). References to the Service include all data verified or enriched by GHX.
- f. For the Initial Term of the New SOW, both User and GHX agree to use commercially reasonable efforts to hold a business review, once per calendar quarter at a time mutually agreed to by the parties, with team member from both User and GHX, as designated by the respective party, in attendance ("QBR"). User and GHX may participate in the QBR remotely utilizing telephonic or other electronic means.

#### 6. User Responsibilities

- a. Provide the Service with Content files not more than daily or at less frequent intervals if mutually agreed during launch.

- b. Records without a vendor name and part number will be rejected and a report will be made available through the Service. User is responsible for populating vendor name and part number for processing of Content by the Service.
  - c. **For contract match only:** Upload and maintain all GPO and local contract data in GHX's Contract Center Xpert. Contract Center Xpert can accept automated feeds of GPO contract data from User's GPO, if available.
  - d. Only utilize GHX's AllSource Prime or any GHX verification or enhancement of Content as part of this Service. User may not use any third party or User-developed service, software or product to copy or otherwise scrape any data from AllSource Prime or the Service. User and its Affiliates who subscribe to and pay for the Service may use the Service, and the Content from the Service during the Term. User and its Affiliates may not use the Service or the GHX Intellectual Property from the Service after the term or resell, distribute, market the Service or the GHX Intellectual Property from the Service, or host or act as a service bureau of the Service from the Service during or after the Term.
7. **Aggregated Data:** User grants GHX a worldwide, perpetual, royalty-free license to use Transaction Data for the preparation of Aggregated Data.
8. **Transaction History Data:** "Transaction History Data" means purchase order history data and invoice history data including all (i) available metadata, such as purchase order number, seller and date, and line level data, such as description, price and unit of measure; and (ii) line level data. GHX is extracting and collecting Transaction History Data. GHX will collect Transaction History Data from User on a regular basis, no less often than monthly. User will provide its Transaction History Data to GHX in a mutually agreed format for the Term of the Agreement. User grants GHX a worldwide, perpetual, royalty-free license to use Transaction History Data for the preparation of Aggregated Data and to perform the Service. User further grants GHX the right to sublicense its rights to Transaction History Data provided, that each sublicense contains confidentiality provisions at least as favorable to User as those specified in the Agreement. GHX will own all Aggregated Data and all information, products, services and intellectual property rights derived from and analytics, development, marketing and sales activities related to this Aggregated Data.
9. **Acceptance:** The Service is accepted when GHX:
- a. Loads User's initial Content files into the Service; and
  - b. Delivers a login credential for the Service to User.

**SOW SERVICES SCHEDULE  
MMIS/ERP INTEGRATION OR UPGRADE**

1. **Overview:** MMIS/ERP Integration or Upgrade (the "Services") provides functionality for integration of inbound and outbound data files in the User's Materials Management Information System/Enterprise Resource Planning (MMIS/ERP) format in connection with the User's subscription to GHX services.

2. **Service Details**

a. **MMIS/ERP System Information**

- Integration (Net new system or service)
- Reintegration (MMIS/ERP system change)
- Upgrade (MMIS/ERP version change only)

Current System: PeopleSoft
Current Version: 9.1

b. **Services Selected [Check all that apply]:**

- i.  **PeopleSoft Core Integration [Check all that apply].** These are subscription services.
  - a)  **Purchase Order (PO, 850) Data Mapping - PeopleSoft:** This Service provides a PeopleSoft application consisting of two components that enable User to: (1) Send header and line comments from PeopleSoft to the EDI 850 PO and (2) maintain accounts, DUNS# and GLN within PeopleSoft and to send these values to the EDI 850 PO. This is a subscription service.
  - b)  **Invoice (INV, 810) Invoice - PeopleSoft:** Provider Exchange will convert the EDI 810 into a custom PeopleSoft Voucher message. This Service provides User a custom PeopleSoft invoicing application for EDI 810 processing.
  - c)  **Price/Sales Catalog (832) - PeopleSoft:** This Service allows User to review, approve or reject pricing before pricing is updated in PeopleSoft and to review an online report.
- ii.  **GHX Direct Purchase Order Acknowledgement (POA, XML) - PMM/HEMM:** This Service provides User a properly formatted XML inbound confirmation file which can be loaded into PMM using a program also provided by GHX as part of the service. This is a one-time service.
- iii.  **Advanced Order Manager - Lawson or PeopleSoft:** This Service provides User a requisition entry page to enter consignment and/or implantable data. The data carries over to the PO in requisition line comments. Provider Exchange will map the data elements to the appropriate fields prior to the PO being sent to the trading partner. If User is changing its MMIS/ERP version, the Service is upgraded to meet the User's new MMIS/ERP specific version. This is a subscription service.
- iv.  **Procurement Suite MMIS/ERP Integration:** This Service provides User with integration of requisition data into its MMIS/ERP or User's Network-specific format as well as configured scripts for extracting data from the User's MMIS/ERP or User's Network in the GHX specified format. This Service also provides punchout setup assistance in a User's MMIS/ERP (Lawson and PeopleSoft only) or User's Network, if the User subscribes to Procurement Suite – Punchout. If User is changing its MMIS/ERP version, the Service is upgraded to meet the User's new MMIS/ERP or User's Network specific version. Pre-requisite – Procurement Suite. This is a one-time service.
- v.  **NuVia MMIS/ERP Integration:** This Service provides User with configured scripts, provided by GHX, to extract Item Master and Purchase Order History from User MMIS/ERP (outbound only) (PeopleSoft, Lawson, PMM, and Meditech only) if the User subscribes to NuVia. If User is changing its MMIS/ERP version, the

Service is upgraded to meet the User's new MMIS/ERP specific version. Pre-requisite – NuVia. This is a subscription service.

- vi.  **NuVia MMIS/ERP Integration Plus:** This Service provides User with configured scripts to extract Item Master and Purchase Order History from User's MMIS/ERP and process item updates from NuVia into MMIS/ERP (bi-directional). (PeopleSoft, Meditech, and PMM only. Must select for PMM.) If User is changing its MMIS/ERP version, the Service is upgraded to meet the User's new MMIS/ERP specific version. Pre-requisite – NuVia. This is a subscription service.
- vii.  **Clinical ConneXion MMIS/ERP Integration:** This Service provides User with configured scripts, provided by GHX, to extract Item Master and Purchase Order History from User MMIS/ERP (outbound only) (PeopleSoft, Lawson, PMM, and Meditech only) if the User subscribes to Clinical ConneXion. If User is changing its MMIS/ERP version, the Service is upgraded to meet the User's new MMIS/ERP specific version. Pre-requisite – Clinical ConneXion. This is a subscription service.
- viii.  **OnDemand AP MMIS/ERP Integration:** This Service provides User with configured scripts to integrate data into its MMIS/ERP-specific format as well as extract data from its MMIS/ERP in the GHX-specific format for PeopleSoft, Lawson, McKesson PMM/HEMM and Meditech only. For any other MMIS/ERPs or User's Network, User is responsible for delivering extract data that adheres to the GHX specified format and integrated data that adheres to the specified format for its MMIS/ERP or User's Network. If User is changing its MMIS/ERP or User's Network version, the Service is upgraded to meet the User's new MMIS/ERP or User's Network specific version. Subsequent changes to the agreed upon approach (e.g. requesting GHX build interface to support extracts and integration) are subject to the Additional Scope section of the **SOW Terms and Conditions**. Pre-requisite – OnDemand AP. This is a one-time service.
- ix.  **Provider Intelligence MMIS/ERP Integration:** This Services provides user with configured scripts for extracting data from the User's MMIS/ERP in the GHX specified format. If User is changing its MMIS/ERP version, the Service is upgraded to meet the User's new MMIS/ERP specific version. Pre-requisite – Provider Intelligence. This is a one-time service.

3. **GHX Services ("Installed Services")**

- i.  Contract Center Xpert
- ii.  NuVia
- iii.  OnDemand AP
- iv.  Procurement Suite
- v.  Provider Intelligence

4. **Fee Adjustments**

- a. **Changes to Service Details:** Fees are based on the Service Details section. Fees will increase as the Service Details change. Fee increases will be at then-current rates for the Service.
- b. **Additional Scope:** These Services include functionality for integration of inbound and outbound data files in the User's MMIS/ERP. Any service or requests outside of the scope of this Services Schedule, including changes to User's MMIS/ERP or to User's installed services, are subject to the section titled Additional Scope of the **SOW Terms and Conditions**.

5. **Assumptions**

- a. User subscribes to Provider Exchange and the additional GHX service pre-requisites listed in the Service Selected section.
- b. Selection of Services in this SOW does not grant license to pre-requisite services.
- c. If User's MMIS/ERP is PeopleSoft, the Services are supported on PeopleTools version 8.5x or greater, and PeopleSoft Applications 9.1.x or greater only.

- d. If User's MMIS/ERP is Meditech, the Services are supported on Meditech Magic 5.5.x – 5.6.x, Client Server 5.5.x – 5.6.x and version 6.x only.
  - e. If User's MMIS/ERP is Lawson, the Services are supported on Lawson Applications 9.1.x or greater only.
  - f. If User's MMIS/ERP is PMM, the Services are supported on PMM version 11.x up to but not including version 16 only.
  - g. PMM Direct 855 XML is supported on PMM version 16.x and higher only.
  - h. User must have a physical Connect Plus server for Meditech and Paragon MMIS/ERP Integration services for installation of Boston Workstation User interface.
  - i. User must not have made customizations to the components with which these Services interact. GHX does not support any changes made by the User to the delivered Services.
6. **GHX Responsibilities:** GHX is only responsible for the Services that GHX delivers to the User for installing in the User's MMIS/ERP.
7. **User Responsibilities**
- a. Install the Services delivered by GHX in the User's MMIS/ERP.
  - b. Configure User's MMIS/ERP as necessary to operate the Services.
  - c. Add security (roles/permission lists) around the components and registering the pages/components to the portal.
  - d. Import any new releases or upgrades made by GHX to the Services, complete necessary setup outlined in the GHX documentation, and migrate between MMIS/ERP environments.
  - e. Modifications made by User to the GHX Services and the impact of those modifications are at the User's discretion and are the User's responsibility if the Services do not work properly.
8. **Acceptance:** Each Service selected is accepted when GHX delivers to User the MMIS/ERP Integration data extraction and integration tools (programs or scripts) as appropriate for the Service selected.