

# Services Order MHS18875

THIS SERVICES ORDER (the "**Services Order**") to Master Relationship Agreement No. License 18881 and any applicable Solution Order (the "**Agreement**") is effective as of the date executed by both parties (the "**Services Order Effective Date**") between Change Healthcare Technologies, LLC ("**Change Healthcare**") and Texas A&M University Health Science Center ("**Customer**"). To the extent that this Services Order conflicts with the Agreement, the terms of this Services Order will control. Where not in conflict, all applicable terms in the Agreement are incorporated herein. The terms of this Services Order will apply only to the Facilities and Services listed herein.

## **Facilities:**

The following Facilities will be provided with the Services listed in this Services Order:

Facility
Texas A&M University Health Science Center 2700 Earl Rudder Freeway College Station, TX 77845

## **Payment Schedule:**

Customer will pay the fees as described in Exhibit A. Customer is solely responsible for reporting all discounts or appropriate net prices received from Change Healthcare pursuant to this Services Order on cost reports filed by Customer with any government entity. Unless Customer provides Change Healthcare prior to the Services Order Effective Date satisfactory evidence of exemption (including evidence of renewal if applicable) from applicable sales, use, value-added, or other similar taxes or duties, Change Healthcare will invoice Customer for all such taxes applicable to the transactions under this Services Order.

## **Administration:**

Sold To:	Bill To:
Texas A&M University Health Science Center 2700 Earl Rudder Freeway College Station, TX 77845	Texas A&M University Health Science Center 2700 Earl Rudder Freeway College Station, TX 77845
Attention: Lori Bowman, UM Program Coordinator	Attention: Lori Bowman, UM Program Coordinator
Telephone: +1 (979) 436-0413	Telephone: +1 (979) 436-0413
Email/Fax: lori.bowman@tamu.edu	Email/Fax: lori.bowman@tamu.edu
Taxable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Ship To:	
Texas A&M University Health Science Center 2700 Earl Rudder Freeway College Station, TX 77845	
Attention: Lori Bowman, UM Program Coordinator	
Telephone: +1 (979) 436-0413	
Email/Fax: lori.bowman@tamu.edu	

## **Terms & Conditions:**

- Except as defined herein or otherwise required by the context herein, all capitalized terms used in this Services Order have the meaning set forth in the Agreement.
- The Services provided hereunder will be in accordance with the Change Healthcare Implementation Services and Training Guide ("Services Guide"), which may be amended at Change Healthcare's discretion and are incorporated herein by reference. At no time will changes reduce the functionality or services provided. To obtain the most current version of the Services Guide, contact your Change Healthcare Sales Executive, Account Manager or download from Customer Connection.
- The Services fee does not include Change Healthcare travel-related expenses. Customer is responsible for all reasonable travel-related expenses incurred in connection with the Services as per the Services Guide.
- Customer acknowledges that Services will be provided only for Facilities licensed under the Agreement.
- If Change Healthcare delivers any software to Customer during the course of Change Healthcare's Services under this Services Order, then such software will be deemed "Software" under the Agreement.

# Services Order MHS18875

6. This Services Order, together with any attachments and the Agreement, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Pre-printed terms and conditions on or attached to Customer's purchase order will be of no force or effect, even if acknowledged or accepted by Change Healthcare.

**Authorization:** The pricing contained herein is valid until 3/15/2023.

IN WITNESS WHEREOF, the Parties have caused this Services Order to be executed by their duly authorized representatives.

**Texas A&M University Health Science Center**

DocuSigned by:  
By: Jeffery T. Burton  
A40854436043409...

Name: Jeffery T. Burton

Title: Vice President and Chief Financial Officer

Date: 3/21/2023 | 10:19:45 CDT

**Customer – For Execution:**

Change Healthcare no longer requires the exchanging and signing of hard copy contracts. Please fax or email (scanned document) the signed agreement to your sales executive or account manager.

**Change Healthcare Technologies, LLC**

DocuSigned by:  
By: Domingo Santiago  
3B48FB7D64174EC...

Name: Domingo Santiago

Title: Strategic Sales Executive

Date: 3/21/2023 | 8:33:08 PDT

Change Healthcare Technologies, LLC  
100 Airpark Center Drive E  
Nashville, TN 37217  
Attn: General Counsel

With a copy to:  
Change Healthcare Technologies, LLC  
5995 Windward Parkway  
Alpharetta, GA 30005  
Attn: Vice President of Product Operations

SAP Number	1052485
Contract Number	MHS18875-G

# Services Order MHS18875

## EXHIBIT A - SERVICES EXHIBIT

### IMPLEMENTATION, EDUCATION AND CONSULTING SERVICES TERMS

#### InterQual® Services

#### 1.0 SERVICE PRICING (MHS18875-G)

Table 1: Services for Texas A&M University Health Science Center – College Station TX

InterQual Services	Number of Participants	Annual Fee (Year 1-3)
<u>IQCI: InterQual® Certified Instructor-recert (virtual)</u> <ul style="list-style-type: none"> <li>Acute Care</li> </ul>	1 session annually 3-6 participants per session Estimated 1.5 days per session  Material: 75002924	\$5,250.00
<b>Fixed Fee Total:</b>		<b>\$5,250.00</b>

#### Payment Terms - Services Fees

\$5,250.00 \*due on the Services Order Effective Date.

\$5,250.00 \*due on 1/17/2024

\$5,250.00 \*due on 1/17/2025

\* plus any applicable taxes

#### 2.0 STATEMENT OF PROJECT SCOPE

Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Training Services ("Services Guide") which may be amended at Change Healthcare's discretion and is incorporated herein by reference. To obtain the most current version of the Services Guide, contact your Change Healthcare Sales Executive, Account Manager or download from Customer Connection. At no time will there be a material change that will reduce or adversely affect the services to be delivered.

#### 3.0 ASSUMPTIONS

- 3.1 Customer will incur additional fees and training material costs for each additional participant beyond the agreed upon maximum number of participants identified herein and/or each additional instructor-led session requested beyond the Change Healthcare recommended number of session(s). Customer will be billed separately for additional participants and/or sessions not covered.
- 3.2 Change Healthcare will contact Customer to schedule education although it is ultimately Customer's responsibility for contacting Change Healthcare to ensure that annual education sessions(s) are scheduled.
- 3.3 Customer acknowledges that Services will be provided only for licensed Facilities.
- 3.4 Education Services will not be carried over from prior years.
- 3.5 Education includes all applicable self paced trainings.
- 3.6 Applicable self-paced education should be completed prior to virtual session(s).

#### 4.0 DEFINITIONS

**"Fixed Fee ("FF")"** means that the Services will be delivered by Change Healthcare at a set price considering the project scope and the time and resources necessary to complete the Services.

## Services Order MHS18875

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**“New User”** refers to staff that are new to the use of InterQual criteria

**“VILT”** means virtual instructor-led training. This method of delivering traditional classroom courses using the Internet and teleconferencing technologies whereby the instructor and students are at independent locations.



Texas A&M University Health Science Center  
 Customer No. 1052485  
 Amendment No. 38503  
 Quote No. 193083  
 February 15, 2023

### Amendment

This Amendment ("Amendment") to the contract(s) listed in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC" or "Change Healthcare") and Texas A&M University Health Science Center ("Customer"). This Amendment is effective as of the latest date in the signature block ("Amendment Effective Date").

### Amended Agreements

Contract No./Name:	Effective Date:
"Solution Order #1", No. 37625	January 19, 2023

### Purpose

Customer wishes to add a new Facility.

The parties agree to the following terms.

### Exhibits

1	Product Terms, Products, and Facility
2	Fees

### Terms

- Addition of Facilities.** Subject to the terms in the Agreement, as of Amendment Effective Date, and for the remainder of the Initial Term identified in the Agreement, the Facility known as Rice Medical Center, as more fully depicted in Exhibit 1 attached hereto is added to the Agreement.
- Fees.** The annual License fees for the Products listed in Exhibit 1 to this Amendment are as set forth in Exhibit 2.
- Discount Reporting.** This Amendment, and any discounts provided under this Amendment, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this Amendment and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount.

Texas A&M University Health Science Center  
 Customer No. 1052485  
 Amendment No. 38503  
 Quote No. 193083  
 February 15, 2023

#### 4. Administration.

<b>Sold To:</b>	<b>Bill To:</b>
Texas A&M University Health Science Center	Texas A&M University Health Science Center
2700 Earl Rudder Freeway	2700 Earl Rudder Freeway
Crystal Park Plaza, Suite 3000	College Station, TX 77845
College Station, TX 77845	
	Attention: Lori Bowman, UM Program Coordinator
	Telephone: (979) 436-0413
	E-mail: lori.bowman@tamu.edu
<b>Tax Status*</b>	
Tax Exempt Id No. On File	
Taxable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	*If Customer is not tax-exempt, taxes will be based on the state Customer provides in the "Ship To" section of this Amendment.
<b>Ship To**:</b>	
**See Facilities information on Exhibit 1.	
<b>Download Central Administrator</b>	
Lori Bowman, UM Program Coordinator	
E-mail: lori.bowman@tamu.edu	

5. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment.

#### Change Healthcare Technologies, LLC

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

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

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

Date: 3/21/2023 | 8:33:08 PDT

#### Texas A&M University Health Science Center

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

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

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

Date: 3/21/2023 | 10:19:45 CDT

## **Exhibit 1**

### **Product Terms, Products and Facility**

#### **1. Product Integrations and Interfaces.**

- a. Customer may not install any interface and/or integration to the Software without the prior written consent of Change Healthcare, not to be unreasonably withheld. Only interfaces or integrations, including Customer-developed integrations or third-party integrations, that have been approved by CHC in writing may be used in conjunction with Products and Services. Customer is solely responsible for securing the installation, support, and maintenance of any interface and/or integration. ALL SUCH INTERFACE OR INTEGRATION PRODUCTS AND SERVICES ARE NOT PROVIDED BY CHC AND ARE EXPRESSLY EXCLUDED FROM WARRANTIES PROVIDED BY CHC UNDER THE AGREEMENT
- b. To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products and Services, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC's then-current integration validation process.

#### **2. InterQual Mobile.** InterQual Mobile is a Subscription Service as set forth in the Agreement.

**[FACILITY PAGE FOLLOWS]**

### Facility

# indicates a product being added to the license as of the Amendment Effective Date

#### **Facility**

Rice Medical Center  
 600 South Austin Road  
 Eagle Lake, TX 77434

**Attn:** Lori Bowman, UM Program Coordinator

**Tel:** +1 (979) 436-0413

**E-Mail:** lori.bowman@tamu.edu

	Size / Type
<b>InterQual® Clinical Content</b>	
InterQual® Acute Adult Criteria	25 / Beds
InterQual® Acute Pediatric Criteria	25 / Beds
# InterQual® Subacute & SNF Criteria	25 / Beds
<b>Software</b>	
InterQual® Mobile	25 / Beds
InterQual® Review Manager (Non-Production)	25 / Beds
InterQual® Review Manager (SQL)	25 / Beds
InterQual® View (Included)	25 / Beds
InterQual® View (SQL)	25 / Beds
<b>3rd Party</b>	
Oracle JDBC8 Driver - IQ	25 / Beds
SAP - Business Objects Crystal Reports – 2008 Runtime	25 / Beds



Texas A&M University Health Science Center  
Customer No. 1052485  
Amendment No. 38503  
Quote No. 193083  
February 15, 2023

## Exhibit 2

### Fees

1. **Payment Schedule for Products License Fees:** Annual payments for the Products and the number of Beds are not subject to decrease. These are in addition to all other fees due under the Agreement.

\$3,771.75 due on the Amendment Effective Date. (Fee is pro-rated amount beginning from the Amendment Effective Date and ending on January 15, 2024.)

\$3,945.16 due on January 16, 2024.

\$3,945.16 due on January 16, 2025.



Texas A&M University Health Science Center  
 Customer No. 1052485  
 Amendment No. 38503  
 Quote No. 193083  
 February 15, 2023

## Amendment

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## Exhibits

1	Product Terms, Products, and Facility
2	Fees

## Terms

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- Fees.** The annual License fees for the Products listed in Exhibit 1 to this Amendment are as set forth in Exhibit 2.
- Discount Reporting.** This Amendment, and any discounts provided under this Amendment, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this Amendment and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount.

Texas A&M University Health Science Center  
 Customer No. 1052485  
 Amendment No. 38503  
 Quote No. 193083  
 February 15, 2023

#### 4. Administration.

Sold To:	Bill To:
Texas A&M University Health Science Center	Texas A&M University Health Science Center
2700 Earl Rudder Freeway	2700 Earl Rudder Freeway
Crystal Park Plaza, Suite 3000	College Station, TX 77845
College Station, TX 77845	
	Attention: Lori Bowman, UM Program Coordinator
	Telephone: (979) 436-0413
	E-mail: lori.bowman@tamu.edu
Tax Status*	
Tax Exempt Id No. On File	
Taxable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	*If Customer is not tax-exempt, taxes will be based on the state Customer provides in the "Ship To" section of this Amendment.
Ship To**:	
**See Facilities information on Exhibit 1.	
Download Central Administrator	
Lori Bowman, UM Program Coordinator	
E-mail: lori.bowman@tamu.edu	

5. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment.

~~Change Healthcare Technologies, LLC~~

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

*Domingo Santiago*

3B48FB7D64174EC...

Name: Domingo Santiago

Title: Strategic Sales Executive

Date: 3/16/2023 | 12:15:14 PDT

~~Texas A&M University Health Science Center~~

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

*Jeffery T. Burton*

A40954436045408...

Name: Jeffery T. Burton

Title: Vice President and Chief Financial officer

Date: 3/9/2023 | 1:28:58 CST

## **Exhibit 1**

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- b. To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products and Services, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC's then-current integration validation process.

#### **2. InterQual Mobile.** InterQual Mobile is a Subscription Service as set forth in the Agreement.

**[FACILITY PAGE FOLLOWS]**

### Facility

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#### **Facility**

Rice Medical Center  
 600 South Austin Road  
 Eagle Lake, TX 77434

**Attn:** Lori Bowman, UM Program Coordinator

**Tel:** +1 (979) 436-0413

**E-Mail:** lori.bowman@tamu.edu

	Size / Type
<b>InterQual® Clinical Content</b>	
InterQual® Acute Adult Criteria	25 / Beds
InterQual® Acute Pediatric Criteria	25 / Beds
# InterQual® Subacute & SNF Criteria	25 / Beds
<b>Software</b>	
InterQual® Mobile	25 / Beds
InterQual® Review Manager (Non-Production)	25 / Beds
InterQual® Review Manager (SQL)	25 / Beds
InterQual® View (Included)	25 / Beds
InterQual® View (SQL)	25 / Beds
<b>3rd Party</b>	
Oracle JDBC8 Driver - IQ	25 / Beds
SAP - Business Objects Crystal Reports – 2008 Runtime	25 / Beds

Texas A&M University Health Science Center  
Customer No. 1052485  
Amendment No. 38503  
Quote No. 193083  
February 15, 2023

## **Exhibit 2**

### **Fees**

1. **Payment Schedule for Products License Fees:** Annual payments for the Products and the number of Beds are not subject to decrease. These are in addition to all other fees due under the Agreement.

\$3,771.75 due on the Amendment Effective Date. (Fee is pro-rated amount beginning from the Amendment Effective Date and ending on January 15, 2024.)

\$3,945.16 due on January 16, 2024.

\$3,945.16 due on January 16, 2025.




Texas A&M University Health Science Center  
Customer No. 1052485  
Contract No. 18881  
January 17, 2023

### Master Relationship Agreement

This Master Relationship Agreement ("MRA") is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer"). This MRA is effective as of January 16, 2023 ("Effective Date"), and consists of the attached General Terms, and all Exhibits, Solution Schedules, Solution Orders, and Solution Riders which are incorporated by reference. The parties agree to be bound by the terms and conditions of this MRA, which governs all Products and Services supplied by CHC to Customer under a Solution Order to this MRA.

#### Change Healthcare Technologies, LLC

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

Name: Nicholas Kallin

Title: AVP Sales, InterQual

Date: 1/17/2023

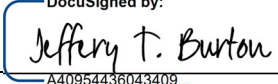
CHC Notice Address:

100 Airpark Center Drive E

Nashville, TN 37217

Attn: General Counsel

#### Texas A&M University Health Science Center

By:  \_\_\_\_\_  
A40954436043409...

Name: Jeffery T. Burton

Title: VP for Finance & Administration and CFO

Date: 1/19/2023 | 2:40:27 CST

Customer Notice Address:

Texas A&M University Health Science Center

Rural & Community Health Inst. Office

2700 Earl Rudder Fwy. S., Suite 3000

College Station Texas, 77845

Attention: Director

Telephone: 9794360390

With a copy to:

Texas A&M University

Department of Contract Administration

1182 TAMU

Texas A&M University Health Science Center  
Customer No. 1052485  
Contract No. 18881  
January 17, 2023

College Station, TX 77843-1182

Attention: Executive Director

Telephone: 979-845-0099

Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)



## General Terms

1. **Definitions.** Capitalized terms used in this MRA have the meanings given to them in the MRA, these General Terms, Exhibits, and Solution Schedules.
2. **Provision of Products and Services.** CHC will provide Products and Services to Customer as described in the Exhibits, Solution Schedules, and Solution Orders.
3. **Use of Products and Services.** Customer will, and will cause Permitted Users to, use all Products and Services in accordance with this MRA and related Documentation, and in compliance with all applicable laws. Customer is responsible for use of the Products and Services by its Permitted Users.
4. **Use of Documentation.** Customer may use and copy the Documentation as reasonably necessary to exercise its rights under this MRA, including a reasonable number of copies for training, testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Documentation.
5. **Customer Responsibilities.** Customer will:
  - (a) cooperate with CHC and provide CHC access to and use of all appropriate Facilities, systems, equipment, and supporting materials requested, as reasonably necessary for CHC to perform its obligations under this MRA;
  - (b) secure all Third-Party authorizations necessary for CHC to deliver the Products and Services in compliance with all applicable laws, and maintain all records necessary to validate the authorizations Customer provides to CHC;
  - (c) supply CHC, in the format specified in the Documentation, with all complete and accurate data necessary for CHC to deliver the Products and Services, and maintain all records necessary to validate the data Customer provides to CHC;
  - (d) use commercially reasonable security measures to secure systems owned, hosted, or operated by Customer or its suppliers to prevent unauthorized access to the Products and Services, and promptly notify CHC of any known performance problems or security vulnerabilities related to the Products and Services;
  - (e) obtain CHC's prior written consent before using any interface or integration not developed by CHC to the Products or Services, and follow all specification guidelines provided by CHC; and
  - (f) acquire, operate, and maintain all software, systems, equipment, and services identified in the applicable Documentation as necessary to operate the Products and Services, and when applicable, provide first-level support, education, and training to Permitted Users for the Products and Services.
6. **Third-Party Solutions.** CHC may provide Third-Party Solutions to Customer together with, or incorporated into, the CHC Solution. Customer is authorized to use these Third-Party Solutions solely with the related CHC Solution. Customer's use of Third-Party Solutions is subject to the terms of this MRA and any applicable terms on <https://customerconnection.changehealthcare.com/tpt/login> ("Third-Party Terms"), which may

be modified from time to time. If any Third-Party Terms conflict with this MRA or an applicable Solution Order, then the conflicting Third-Party Terms control only with respect to the Third-Party Solution to which they apply. CHC may substitute any Third-Party Solution licensed to Customer with different Products or Services containing similar features and functionality. If a Third Party raises its fees for a Third-Party Solution, then CHC may increase its fees to Customer by the same amount on the next invoice under the applicable Solution Order.

## 7. **Payment.**

7.1 **Invoicing and Payment.** CHC will issue invoices to Customer in accordance with the terms of the Solution Order, and Customer will pay all fees and other charges in U.S. dollars in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

7.2 **Expenses.** Customer will reimburse CHC for:

7.2.1 incidental expenses charged by Third Parties necessary for CHC to provide the Products and Services, including postage, packing, shipping, and insurance charges, and

7.2.2 reasonable out-of-pocket expenses incurred while providing Services and approved in writing in advance by Customer's authorized representatives, including travel and living expenses.

7.3 **Taxes.** CHC's pricing does not include sales, use, value-added, withholding, or other taxes and duties. CHC will invoice Customer for applicable taxes and duties unless Customer provides CHC satisfactory evidence of an applicable tax exemption (including evidence of renewal if applicable). Customer will promptly pay, all taxes and duties (except of CHC's net income). Customer will promptly reimburse CHC if required to pay any taxes or duties on Customer's behalf.

7.4 **Price Increases.** CHC may increase its fees for Products and Services up to five percent once every twelve months following 60 days' notice to Customer. Price increases are effective as of the next applicable billing period.

7.5 **Late Payments.** CHC may charge Customer interest on any Overdue Amounts at the lesser of 1.5% per month or the highest rate permitted by law, from the due date until CHC receives payment. Only to the extent permitted by the Constitution and laws of the State of Texas, Customer will reimburse CHC for all reasonable costs and expenses incurred in collecting any Overdue Amounts as allowed by and in the means provided for in the Texas Prompt Payment Act. CHC may require advance payments for Products and Services under a Solution Order for which Customer has had Overdue Amounts.

7.6 **Suspension.** To the extent consistent with the Texas Prompt Payment Act, CHC may stop providing any Product or Service if:

(a) Customer fails to pay within ten days after CHC gives notice of any Overdue Amount that is more than 30 days past due, or

(b) CHC believes it is necessary to comply with any applicable law or order of any governmental authority.

7.7 **Monitoring and Auditing.** If CHC believes Customer's use of a Product or Service violates the license grant or usage terms in a Solution Order or applicable Solution Schedule, then CHC may conduct an audit of Customer's sites and systems following ten business days' notice to Customer. The audit will be conducted during regular business hours and Customer will provide CHC with reasonable access to all relevant equipment, systems, and records related to the Product or Service. If an audit reveals that Customer's use of any Product or Service exceeds the usage limitations in a Solution Order, then CHC may invoice for the excess use based on the fees in effect for that Product or Service under the applicable Solution Order. Only to the extent permitted by the Constitution and laws of the State of Texas, if Customer's use exceeds ten percent of the usage limitations in the Solution Order, then Customer also will pay CHC's reasonable costs of conducting the audit.

7.8 **Acquisitions.** If Customer exceeds the usage limitations set forth in a Solution Order for a Product or Service because it acquires another entity, then Customer will pay CHC additional fees for the excess use based on the rates established in the applicable Solution Order. If Customer acquires an entity that is subject to an existing agreement with CHC for Products or Services, then the acquired entity will remain subject to that CHC agreement until the parties terminate it or it expires.

## 8. **Confidentiality.**

8.1 **Use and Disclosure of Confidential Information.** Each party will protect and safeguard the other party's Confidential Information with at least the same care used for its own Confidential Information of a similar nature, but no less than reasonable care. Except as expressly permitted by this MRA, neither party may:

- (a) disclose the other party's Confidential Information except (i) to its employees, agents, representatives, or contractors who have a need to know and are bound by confidentiality terms at least as restrictive as those contained in this section, or (ii) to the extent required by law, after giving prompt notice of the required disclosure to the other party so as to provide the disclosing party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure; nor
- (b) use the other party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this MRA, or (ii) in the case of Customer as the receiving party, Customer's evaluation of CHC Solutions.

8.2 **Return of Confidential Information.** After this MRA or a Solution Order is terminated, each party will, upon written request, return or destroy the other party's Confidential Information (other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense) and promptly will certify in writing to the other party that it has done so. The receiving party may also securely retain one copy of materials embodying Confidential Information in its files solely for record purposes, subject to the terms of this MRA.

8.3 **Period of Confidentiality.** Each party will comply with this section during the term of this MRA and for three years after it terminates. With respect to Confidential Information that

constitutes a trade secret under the laws of any jurisdiction, each party will continue to comply with this section until the Confidential Information loses its trade secret status other than due to an act or omission of the receiving party.

8.4 **Equitable Relief.** An actual or threatened breach of this section may cause immediate irreparable harm without adequate remedy at law. If a party breaches or threatens to breach this section, then the other party may seek equitable relief to prevent the party from beginning or continuing the breach. The party seeking relief is not required to post a bond or other security or prove the inadequacy of other available remedies. This section does not limit any other remedy available to either party.

9. **Customer Data.** Each Party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement, including without limitation, all data privacy and information-security related laws, rules, and regulations such as the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder. If, and only to the extent that, CHC will have access to Customer's data in the Products and/or Services:

9.1 If, and only to the extent that, Customer's data in the Products and/or Services contains information that alone or in conjunction with other information identifies an individual ("Personal Information"), CHC shall hold such Personal Information in confidence. CHC shall only use or disclose Personal Information for the purpose of fulfilling CHC's obligations under this Agreement, as required by law, or as otherwise authorized in writing by Customer. CHC shall restrict disclosure of the Personal Information solely to those employees, subcontractors or agents of CHC that have a need to access the Personal Information in order for CHC to perform its obligations under this Agreement. CHC shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on CHC in this Section.

9.2 CHC shall, within three (3) business days of discovery, report to Customer any confirmed use or disclosure of Personal Information not authorized by this Agreement or in writing by Customer. CHC's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Personal Information used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what CHC has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action CHC has taken or will take to prevent future similar unauthorized use or disclosure. CHC shall provide such other information, including a written report, as reasonably requested by Customer.

9.3 CHC must promptly notify Customer of any legal request for Personal Information from a third party and take (and assist Customer in taking) appropriate steps not to disclose such Personal Information.

9.4 Within thirty (30) days of the expiration or termination of this Agreement, CHC, as directed by Customer, shall return all Personal Information to Customer in its possession (or in the possession of any of its subcontractors or agents) or delete all such Personal Information if return is not feasible. CHC shall provide Customer with at least ten (10) days' written notice of CHC's intent to delete such Personal Information, and shall confirm such deletion in writing. Where return or destruction is infeasible, CHC will keep Customer's data safe

according to NIST 800-88 standards for as long as it retains it or until such time that it can safely destroy it according to industry standards.

9.5 For purposes of this MRA, "Aggregate Data" shall mean aggregate, de-identified data relating to Customer's access to or use of the Products or Services. CHC may use Aggregate Data for its own internal business purposes such as enhancing the Products or Services or developing new or existing products and services. CHC will ensure that Aggregate Data has been de-identified in accordance with all applicable laws.

10. **Business Associate Agreement.** If and only to the extent that the parties will use and/or disclose Protected Health Information (as defined by the Health Insurance Portability and Accountability Act) in connection with this MRA, the parties agree to enter into a Business Associate agreement that will comply with all applicable laws in regards to the maintenance, use, and disclosure of Protected Health Information.

11. **Intellectual Property.**

11.1 **Retained Rights.** CHC reserves all rights not expressly granted to Customer in this MRA including all right, title, and interest to all work developed for or delivered to Customer under this MRA. CHC solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by Customer, at Customer's request, or in cooperation with Customer. All feedback, statements, suggestions, or ideas given by Customer to CHC may be used to develop new and existing products and services that will be owned solely by CHC. ANY SUCH FEEDBACK IS PROVIDED BY CUSTOMER AS-IS, WITHOUT ANY WARRANTIES OF ANY KIND.

11.2 **Use of Customer Intellectual Property.** During the term of the applicable Solution Order, Customer grants CHC a license to use and display Customer Marks, solely to the extent necessary for CHC to perform its obligations under this MRA. CHC will not use Customer Marks for any purpose except as expressly permitted in this MRA or in writing by Customer. Upon expiration or termination of this MRA, CHC shall discontinue the use and display of any Customer Marks.

12. **Professional Services Warranty.** CHC warrants that it will perform all Professional Services in a professional manner consistent with industry standards by trained and skilled resources.

13. **Warranty Disclaimer.** CHC GRANTS THE LIMITED WARRANTIES SPECIFIED IN THIS MRA (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) IN LIEU OF ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS. CHC EXPRESSLY EXCLUDES FROM THIS MRA THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET CUSTOMER'S REQUIREMENTS. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. CHC IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES NOT CAUSED BY CHC, THE PRODUCTS, OR THE SERVICES.

14. **Exclusive Remedy.** CUSTOMER'S ONLY REMEDY FOR CHC'S BREACH OF ANY PRODUCT OR SERVICE WARRANTY (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) WILL

BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY CHC OF THE NONCONFORMING PRODUCT OR SERVICE. IF CHC FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS MRA.

15. **Customer Input Errors.** CHC IS NOT RESPONSIBLE FOR THE ACCURACY OR QUALITY OF ANY MESSAGES, INFORMATION, OR DATA PROVIDED BY CUSTOMER, ANY PERMITTED USERS, OR OTHER USERS OF THE PRODUCTS OR SERVICES. CHC IS NOT RESPONSIBLE FOR ANY ERRORS IN THE PRODUCTS OR SERVICES CAUSED BY INACCURATE MESSAGES, INFORMATION, OR DATA PROVIDED BY CUSTOMER, PERMITTED USERS, OR OTHER USERS.

16. **Professional Responsibility.** Intentionally omitted.

17. **Infringement Claims.** Intentionally omitted.

18. **Limitation of Liability.**

18.1 **Total Damages.** CHC'S TOTAL CUMULATIVE LIABILITY UNDER THIS MRA, FOR BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, IS LIMITED TO:

- (a) WITH RESPECT TO ANY PRODUCT LICENSED ON A NON-TERM BASIS, THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY CUSTOMER TO CHC UNDER THE APPLICABLE SOLUTION ORDER FOR THE PRODUCT GIVING RISE TO THE CLAIM; OR
- (b) WITH RESPECT TO ANY OTHER PRODUCT OR SERVICE THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY CUSTOMER TO CHC UNDER THE APPLICABLE SOLUTION ORDER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

18.2 **Exclusion of Damages.** NEITHER PARTY IS LIABLE TO THE OTHER PARTY UNDER THIS MRA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

18.3 **Material Consideration.** THE LIMITATION OF LIABILITY DESCRIBED IN THIS SECTION IS A MATERIAL CONDITION FOR THE PARTIES' ENTRY INTO THIS MRA.

19. **Term.** The term of the General Terms, Exhibits, and Solution Schedules to this MRA begins on the Effective Date and continues until terminated as provided in this MRA. The term of any Solution Order, including any Solution Riders or other attachments, under this MRA will be as set forth in the Solution Order.

20. **Termination.**

20.1 **Termination of Solution Order.** Either party may terminate a Solution Order to this MRA upon notice if:

- (a) the other party materially breaches this MRA relative to the Solution Order and fails to cure, or begin reasonable efforts to cure, the breach within 30 days after receiving notice of the breach;

- (b) the other party infringes the terminating party's Intellectual Property rights and does not cure, or begin reasonable efforts to cure, the breach within ten business days after receiving notice of the breach;
- (c) the other party materially breaches this MRA relative to the Solution Order in a way that cannot be cured; or
- (d) the other party begins dissolution proceedings or ceases to operate in the ordinary course of business.

**20.2 Effect of Termination.** If either party terminates a Solution Order, then the parties' rights and obligations under another Solution Order are not affected. All other Solution Orders will remain effective unless they are terminated in accordance with this MRA.

**20.3 Termination of MRA.** If there are no Solution Orders in effect under this MRA, then either party may terminate this MRA upon notice to the other party.

**20.4 Obligations upon Termination or Expiration.** Upon termination or expiration of this MRA or a Solution Order, Customer will promptly:

- (a) stop using all affected Products and Services,
- (b) permanently remove all affected Products from all computer systems and other electronic storage devices, and
- (c) certify in writing to CHC that Customer has complied with this section.

**21. Books and Records.** For any Services provided under this MRA that are subject to 42 U.S.C. Section 1395x(v)(1)(I), the parties and any of their subcontractors (as defined or interpreted by the applicable regulatory agency) will provide the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives access to this MRA and any books, documents, and records needed to verify the Services until four years after the Services are provided.

**22. Discount Reporting.** It is the intent of CHC and Customer to comply with the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), and the discount safe harbor requirements of the Anti-Kickback Statute, 42 C.F.R. 1001.952(h) and (g) ("Discount Safe Harbor"). CHC must provide Customer with invoices that fully and accurately disclose the discounted price of all products purchased under this MRA to allow Customer and its affiliates to comply with the Discount Safe Harbor, including sufficient information to enable them to accurately report their actual cost for all product purchases, if applicable. Furthermore, to the extent required by the Discount Safe Harbor, Customer and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this MRA and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount.

**23. Excluded Provider.** Each party warrants that neither it nor any of its employees or Subcontractors assigned to perform material services under this MRA have been convicted of a criminal offense related to health care or been listed as debarred, excluded, or otherwise ineligible for participation in a Federal health care program. Each party will notify the other if it becomes

aware that it or any of its employees or Subcontractors assigned to perform material services under this MRA have been excluded or are otherwise ineligible to participate in a Federal health care program.

24. **CHC Affiliates.** CHC Affiliates may enter into Solution Orders under this MRA and the terms of the MRA will apply to the CHC Affiliate as if they were CHC with respect to those Solution Orders. Each CHC Affiliate may enforce this MRA to the same extent as CHC with respect to those Solution Orders, but CHC Affiliates may not amend these General Terms.
25. **Assignment.** Customer may not assign this MRA without the prior written consent of CHC, which will not be unreasonably withheld. Any attempted assignment by Customer without CHC's written consent will be void. Upon notice to Customer, CHC may assign this MRA to any entity receiving all or substantially all of CHC's assets or a controlling ownership interest, or in any other corporate reorganization. Any assignment under this section is binding upon, and for the benefit of, the assignee.
26. **Subcontracts.** CHC may subcontract its obligations under this MRA. CHC is responsible for the actions of its Subcontractors.
27. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Texas Government Code, CHC certifies that CHC is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
28. **Franchise Tax Certification.** If CHC is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then CHC certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that CHC is exempt from the payment of franchise (margin) taxes.
29. **Prohibited Bids and Agreements.** Under Section 2155.004, Texas Government Code, CHC certifies that CHC is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
30. **Not Eligible for Rehire.** CHC is responsible for ensuring that its employees involved in any work being performed for Customer under this Agreement have not been designated as "Not Eligible for Rehire" as defined in The Texas A&M University System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee") by agreeing that, in the event Customer becomes aware that CHC has a NEFR Employee involved in any work being performed under this Agreement, Customer will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Customer.
31. **Conflict of Interest.** By executing and/or accepting this Agreement, CHC and each person signing on behalf of CHC certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Customer or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.



32. **Representations & Warranties.** If CHC is a business entity, CHC warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of CHC has been duly authorized to act for and bind CHC.
33. **Insurance.** CHC shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Customer. By requiring such minimum insurance, Customer shall not be deemed or construed to have assessed the risk that may be applicable to CHC under this Agreement. CHC shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. CHC is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Customer at least ten (10) days before the effective date of the cancellation.

Coverage	Limit
Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

#### Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

#### Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

Professional Liability (Errors & Omissions & Cyber) Insurance with limits of not less than \$5,000,000 each occurrence, \$5,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of CHC and its subcontractors under this Agreement. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CHC in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, 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 and credit monitoring expenses. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, CHC agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement. Customer shall be given at least thirty (30) days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

Umbrella Liability

\$5,000,000 Limit

The required commercial general liability policy will be issued on a form that insures CHC's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

CHC shall deliver to Customer evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by CHC under this Agreement. CHC shall provide additional evidence of insurance to Customer on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal. Commercial General Liability and Auto Liability policies will be endorsed to name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University Health Science Center as Additional Insureds up to the actual liability limits of the policies maintained by CHC. The Commercial General Liability Additional Insured endorsements will include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial General Liability and Business Auto Liability policies will be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.

All insurance policies except Professional Liability will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University Health Science Center.

CHC shall provide 30 day written notice to Customer in the event coverage is cancelled or materially changed such that the requirements stated herein are no longer met.

34. **Notices.** All notices required by this MRA must be in writing and sent to the address in the signature block of this MRA or any other address designated by notice. Electronic mail is not written notice under this MRA. Notices will be deemed given: (a) five (5) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested; or (b) the next business day after it is sent by overnight carrier.

35. **Publicity.** Reserved.

36. **Governing Law.** The validity of this MRA and all matters pertaining to this MRA, including but not limited to, matters of performance, non performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
37. **Export Compliance.** Each party shall comply with all applicable Control Laws affecting the Regulated Materials.
38. **Severability.** If any court having jurisdiction finds part of a provision of this MRA unenforceable, then the remainder of that provision and all other provisions of this MRA will be unaffected.
39. **Waiver.** A party's failure to exercise a right under this MRA is not a waiver of that or any other right.
40. **Force Majeure.** A party's failure to perform caused by a Force Majeure Event will not create liability or be considered a material breach of this MRA for the duration of the Force Majeure Event, even if the Force Majeure Event was foreseeable. If any Force Majeure Event lasts more than sixty days, then either party may terminate the impacted Solution Order(s) upon written notice to the other party.
41. **Relationship of Parties.** Each party is an independent contractor of the other party. Neither party can bind the other party or create any right or obligation for the other party.
42. **Third-Party Beneficiaries.** Except as described in applicable Third-Party Terms, this MRA creates no rights or obligations for anyone other than CHC and Customer.
43. **Construction.** Any ambiguities in the terms of this MRA will not be presumptively construed for or against either party. Headings are for convenience only. As used in this MRA, "will" means "has a duty to," or "is required to," and "include" means "includes without limitation." A reference to "section" means the distinct and full-numbered paragraph (e.g. section 8) of the clause referencing the section, including its subparts (e.g. subsection 8.1, 8.1(a), 8.2 etc.). This MRA or any amendment to this MRA may be signed in multiple counterparts, each of which will be considered an original of the same agreement.
44. **Amendment.** This MRA may be modified only by a written agreement signed by authorized representatives of both parties.
45. **Order of Precedence.** If an inconsistency exists among the components of this MRA, the inconsistency will be resolved by giving priority in the following order:
- (a) Solution Orders;
  - (b) Solution Schedules attached hereto as Exhibit B;
  - (c) General Terms and Exhibits (including Exhibit A, Definitions);
  - (d) Documentation and other materials incorporated by reference.
46. **Survival of Provisions.** The following provisions will survive termination or expiration of this MRA: 7 (Payment), 8 (Confidentiality), 11 (Intellectual Property), 17 (Infringement Claims), 18 (Limitation of Liability), 20.4 (Obligations upon Termination or Expiration), 21 (Books and Records), 22

(Discount Reporting), 34 (Notices), 36 (Governing Law), 39 (Waiver), 43 (Construction), 45 (Order of Precedence), 46 (Survival of Provisions), 48 (Entire Agreement), and any other provision that specifically states it survives.

47. **Existing Agreements.** This MRA governs any Products or Services newly-acquired or renewed after the Effective Date. Any Products and Services acquired before the Effective Date will continue to be governed by the agreement under which those Products and Services were initially acquired. This MRA does not change any existing agreements between CHC and Customer.
48. **Entire Agreement.** This MRA contains all the terms agreed upon by the parties and supersedes any other communications related to the subject matter of this MRA. No terms in Customer purchase orders are binding on the parties.

## **Exhibit A**

### **Definitions**

"CHC Affiliates" means any U.S. entities that are controlled by or under common control with CHC, that license or sell Products or Services to Customer during the term of this MRA or any Solution Order.

"CHC Solution" means any CHC-owned Product or CHC-owned Service provided to Customer under a Solution Order.

"Confidential Information" means non-public information of the disclosing party, whether related to currently licensed Products, Services, or other deliverables or business practices that is marked confidential or which the receiving party should reasonably know to be confidential. Confidential Information specifically includes information about future solution development, roadmaps, or new features and functionality, penetration test results, pricing, proposals, participation in customer focus groups, user feedback, and financial, personnel, planning, technical, and marketing information, the terms from the MRA identified in Exhibit C to the MRA, and the terms identified in Exhibit 6 to the Solution Order No. 37625. Confidential Information does not include: (a) information lawfully obtained or created by the receiving party independently from the disclosing party's Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information.

"Control Laws" means all governmental laws, orders, and other restrictions regarding the export, import, re-export, or use of information, goods, and technology outside of the U.S.

"Customer Marks" means the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to Customer.

"Documentation" means user guides, operating manuals, training materials, terms of use, implementation guides, support guides, policies, procedures, and other materials that apply to or describe the Products and Services, which are incorporated by reference and may be reasonably modified from time to time by CHC.

"Exhibit" means an exhibit to this MRA.

"Facility" means an establishment that is (a) located in the U.S., (b) operated by Customer, or a CHC-approved Third Party, and (c) is identified in a Solution Order.

"Force Majeure Event" means any event beyond the reasonable control of a party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargoes, acts of government, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, or strikes.

"General Terms" means the terms in the main body of this MRA.

"Implementation Services" means initial implementation, configuration, installation, education, training, and set-up services listed in a Solution Order to be performed by CHC and required for Customer to begin use of a Product or Service.

"Infringement Claim" means any claim, demand, action, or other proceeding brought against Customer by a Third Party that the use of any CHC Solution delivered under this MRA infringes any trademark, copyright, or U.S. patent, or misappropriates any trade secrets.

"Intellectual Property" means any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, trade names, service marks, copyrights, trade secrets, concepts and ideas (whether or not patentable, copyrightable or constituting trade secrets), computer programs and software, creations, writings, illustrations, images, and all improvements to and copies and tangible embodiments of the above.

"Overdue Amounts" means any fees, charges, or expenses that are past due and not disputed in good faith.

"Permitted User" means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, who is a (a) Customer employee, (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a CHC competitor. A consultant or independent contractor may be a "Permitted User" only if (i) Customer remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in this MRA.

"Products" means any software, equipment, content, or any other product that CHC provides to Customer under a Solution Order. CHC may provide Products through technological means, including artificial intelligence and machine learning.

"Professional Services" means any Implementation Services, consulting, programming, education, training, or other professional services that CHC provides to Customer under a Solution Order.

"Regulated Materials" means the portion of the Products, Services, and Documentation that are subject to Control Laws, including technical data and related information"

"Services" means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that CHC provides to Customer under a Solution Order. CHC may provide Services through technological means, including artificial intelligence and machine learning.

"Solution Order" means CHC's form addendum, including any Solution Riders, to this MRA, which will be used to process Customer's license or purchase of Products and Services.

"Solution Rider" means an attachment to a Solution Order that contains terms regarding the rights and obligations of the parties that uniquely apply to certain Products and Services being provided under the Solution Order.

"Solution Schedule" means each of the schedules attached to this MRA.

"Subcontractor" of a party means a Third Party who provides services at the direction of that Party.

"Third Party" means an individual or entity other than CHC or Customer.

“Third-Party Solution” means any Product or Service listed in a Solution Order that is owned or provided by a Third Party.

**Exhibit B**

**Solution Schedules**

[see following pages]



## Software Schedule

### 1. License Grant.

- 1.1. **Term License.** For any Software (as defined herein) identified on a Solution Order as "term" or as a "term license," subject to Customer's compliance with the terms and conditions set forth in the MRA and this Solution Schedule, CHC grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to perform, display, and use the Software for Customer's internal business purposes and for such other purposes as may be specified in the Solution Order during the license term specified in the Solution Order.
- 1.2. **Non-Term License.** For any Software identified on a Solution Order as "non-term" or as a "non-term license," subject to Customer's compliance with the terms and conditions set forth in the MRA and this Solution Schedule, CHC grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to perform, display, and use the Software for Customer's internal business purposes and for such other purposes as may be specified in the Solution Order.
- 1.3. **Copies.** Customer may copy the Software only as reasonably necessary to exercise its license rights under this MRA, including a reasonable number of copies for testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Software.
- 1.4. **Software License Restrictions.** The Software licenses granted under this Solution Schedule are expressly subject to the following restrictions:
  - (a) the Software will be installed only on equipment located at a Facility;
  - (b) the Software will be accessed or used only by Customer and its Permitted Users;
  - (c) use of the Software may be limited by Facility or other usage-based variables specified in a Solution Order;
  - (d) the Software will not be used to provide services to Third Parties unless expressly permitted in a Solution Order;
  - (e) Customer will not reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software or permit any Third Party to do so; and
  - (f) Customer will not modify or alter the Software, including any trademarks, copyright notices, or other proprietary notices, except as expressly permitted in this MRA or a Solution Order.
- 1.5. **Revocation.** CHC may revoke any license to Software granted under this section if Customer violates the scope of the license or any of the restrictions in this section. CHC may revoke any license to Software regulated as a medical device if (a) Customer is using a version of the Software other than one of the two most recent versions, or (b) the Software reaches the end of its useful life as stated in the Documentation.

2. **Survival.** Subsections 1.4 and 1.5 will survive termination of the MRA, this Solution Schedule, or the applicable Solution Order.
3. **Alternate Location.** If Customer is unable to use the Software at a Facility due to equipment malfunction or a Force Majeure Event, then the Software may be used on a temporary basis at an alternate location in the U.S., provided Customer promptly notifies CHC of the alternate location.
4. **Maintenance and Support.** CHC will provide Software Maintenance and Support (as defined herein) to Customer for the two most current releases of the Software in accordance with the applicable Documentation for the term identified in the applicable Solution Order. Software Maintenance and Support services are included in the license fees for any Software identified on a Solution Order as "term" Software.
5. **Software Warranties.**

5.1. CHC warrants that:

- (a) the Software will perform in material accordance with the functional specifications in the applicable Documentation;
- (b) the Software has been tested using industry standard practices, which found no viruses or malicious code at the time of delivery to Customer;
- (c) the Software will operate together with the Third-Party Solutions specified in the Solution Order, including any integration features described in the applicable Documentation; and
- (d) CHC has the full right, power, and authority to grant the rights and licenses herein to Customer.

5.2. These warranties will not apply if:

- (a) Customer installs the Software in an internet facing manner outside of Customer's firewall,
- (b) Customer operates the Software on equipment other than equipment that CHC specifies in the Documentation,
- (c) Customer uses any interface or integration to the Software that is not developed by or otherwise approved in writing by CHC;
- (d) anyone other than CHC or its authorized Third Parties modify the Software,
- (e) Customer uses a version of the Software other than one of the two most current releases, or
- (f) Customer has discontinued Software Maintenance and Support or has any Overdue Amounts outstanding.

## 6. Implementation Services.

- 5.1. **Scope of Implementation Services.** Implementation Services purchased by Customer will be identified in the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.
- 5.2. **Non-CHC Interfaces.** Unless stated in an applicable Solution Order, CHC's fees for its Implementation Services do not cover the provision, development, adaptation, or alteration of any non-CHC interfaces or non-CHC integrations.
- 5.3. **Customer Obligations.** As a condition to CHC's obligation to perform the Implementation Services, Customer will:
- (a) perform all Customer responsibilities identified in the applicable implementation guidelines identified in applicable Documentation; and
  - (b) make available sufficient resources to enable CHC to complete its obligations as stated in the agreed upon implementation plan.
- 5.4. **Rescheduling.** If any Customer-initiated rescheduling occurs less than 60 days before the scheduled commencement of Implementation Services, then CHC may invoice Customer an amount equal to the expenses incurred by CHC in connection with the Customer initiated rescheduling including, travel cancellation fees, equipment storage fees, equipment restocking fees by Third Parties, and reasonable and unavoidable costs related to the rescheduling of implementation resources, provided that Customer has pre-approved such expenses prior to CHC issuing the invoice to Customer.
- 5.5. **Expiration.** Implementation Services must be used within 18 months after the Solution Order Effective Date. Any Implementation Services not used within 18 months of the effective date of the Solution Order, excluding any delays caused directly by CHC, will be forfeited with no refunds or credits and fully earned by CHC, and CHC will be relieved of the obligation to provide the Implementation Services.
- 5.6. **Product Configuration.** Products are configured, and Implementation Services are provided, based on the information provided by Customer. If the information provided by Customer is incorrect or incomplete, then Customer may need to purchase additional Products and Implementation Services for the Products to fully function.
7. **Software Testing.** Customer may test the Software during the Software Test Period (as defined herein) to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC during the Software Test Period of a reproducible material nonconformity with the functional specifications in the Documentation, then the Software Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the license for the impacted Software.
8. **No Obligation to Install.** CHC is not obligated to configure, install, or implement the Software at a Facility if Customer does not purchase the Services necessary to implement the Software for that Facility.

9. **Transition Assistance.** Unless Customer is in material breach of this MRA, Customer may request transition assistance from CHC by providing notice at least 90 days before the termination or expiration of a Solution Order. Upon Customer's timely request, CHC will cooperate with Customer in an orderly transition for a period of up to 180 days following termination or expiration of a Solution Order. During a transition assistance period, Customer may continue using the applicable Software subject to the terms of the Solution Order (including all associated fees). Any additional Products or Services provided by CHC during the transition assistance period will be invoiced at CHC's standard rates.

10. **Definitions.**

"Installation Date" means the date the Software is available for Customer use.

"Software" means computer programs and applications in object code form provided by CHC to Customer, including any updates provided by CHC as part of Software Maintenance and Support.

"Software Maintenance and Support" means support services for the Software consisting of telephone support, problem resolution, and updates delivered by CHC. Software Maintenance and Support does not include: (a) development of custom code or customizations for any Software, (b) support of Software modifications generated by anyone other than CHC, (c) services to implement a new release of the Software, (d) services to correct improper installation or integration of the Software not performed by CHC-authorized personnel, (e) system administrator functions, (f) support required due to a Force Majeure Event, (g) support for issues caused by Customer's failure to comply with the Documentation; or (h) enhancements or new releases of the Software or Services that are separately priced and marketed by CHC.

"Software Test Period" means the period beginning on the Software delivery date and ending 30 days after the Installation Date.

### Subscription Services Schedule

1. **Use of Subscription Services.** Customer and its Permitted Users may use the Subscription Services (as defined herein) identified on a Solution Order for Customer's internal business purposes and for such other purposes as may be specified in a Solution Order during the term specified in that Solution Order.
2. **Restrictions.** Intentionally omitted.
3. **Subscription Support.** CHC will provide Subscription Support (as defined herein) in accordance with the applicable Documentation.
4. **Subscription Services Warranty.** CHC warrants that (i) the Subscription Services will perform in material accordance with the functional specifications in the applicable Documentation, and (ii) it has the full right, power, and authority to grant the rights and licenses herein to Customer.
5. **Implementation Services.** Implementation Services purchased by Customer will be identified on the applicable Solution Order. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.
6. **Subscription Testing.** Customer may test the Subscription Services during the Subscription Test Period (as defined herein) to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC of a reproduceable material nonconformity with the functional specifications in the Documentation during the Subscription Test Period, then the Subscription Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Subscription Services.
7. **Login Credentials.** Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:
  - (a) Customer will:
    - (i) limit access to the Subscription Services to Permitted Users;
    - (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and
    - (iii) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.
  - (b) Customer will require each Permitted User to:
    - (i) protect the confidentiality of all login credentials; and
    - (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.

8. **Notice of Unauthorized Access.** Customer will notify CHC immediately of any known or suspected unauthorized access to, or use of, the Subscription Services or breach of the confidentiality of login credentials.
9. **Modification of Subscription Services.** CHC may, in its reasonable discretion, modify the Subscription Services, provided that the modification does not substantially reduce the functionality set forth in the Documentation.
10. **Suspension of Subscription Service.** CHC may suspend access to a Subscription Service if the performance, integrity, or security of the Subscription Service is adversely impacted or at risk of being compromised.

11. **Definitions.**

"Installation Date" means the date the Subscription Services are available for Customer use.

"Subscription Services" means an on-demand service that allows Customer to have remote access to or use of a software application (including new releases, updates, revisions, improvements, and modifications of that application) that is hosted, managed, or operated by CHC.

"Subscription Support" means support services for the Subscription Services consisting of telephone support, problem resolution, and updates delivered by CHC. Subscription Support does not include: (a) development of customizations for any Subscription Service, or (b) services to correct improper integration of a Subscription Service not performed by CHC-authorized personnel.

"Subscription Test Period" means the 30-day period beginning on the Installation Date.

**Exhibit C****Confidential and Proprietary MRA Terms**

1. **Third-Party Solutions.** Customer may access the applicable Third-Party Terms using the following confidential login information:

User ID: [contractprovisions@changehealthcare.com](mailto:contractprovisions@changehealthcare.com)

Password (case sensitive): Portal!Access

2. **Professional Responsibility.** CHC's Products and Services are tools for information management and diagnostic purposes only and must be used by trained individuals. The Products and Services do not have the ability to administer health benefits, diagnose disease, prescribe treatment, render care or payment decisions, or perform any task that constitutes the practice of medicine. Customer will take reasonable efforts to ensure that only properly trained individuals use the Products and Services provided by CHC. CHC is not liable for any claim, demand, action, or other proceeding brought by a Third Party to the extent that it results from Customer's care or payment decisions.
3. **Infringement Claims.**
  - 3.1 **Duty to Defend.** CHC will indemnify and hold Customer harmless from and against any Infringement Claim and will pay costs and damages finally awarded against Customer as a result of any Infringement Claim.
  - 3.2 **Customer Requirements.** CHC's obligations under this section are conditioned on the following:
    - (a) Customer will promptly notify CHC of the Infringement Claim, but no more than ten business days. If Customer fails to provide CHC with timely notice and CHC has been prejudiced due to Customer's delay, then CHC will be relieved of its obligations under this section; and
    - (b) Customer will provide CHC with all reasonably requested cooperation, information and assistance at CHC's sole expense; and
    - (c) Subject to the approval of the Texas Attorney General, Customer will provide CHC with sole authority to defend and settle the Infringement Claim, but any settlement must also be approved by the Texas Attorney General. If the Texas Attorney General does not grant approval, the Texas Attorney General shall defend Customer against an Infringement Claim. However, CHC will make all decisions related to its intellectual property, as long as any such decision does not purport to obligate Customer or the State of Texas to take any specific actions or make any specific payments, without the prior written consent of Customer.
  - 3.3 **Customer Consent.** CHC may not enter into any settlement of an Infringement Claim that would create a financial obligation on Customer or constitute an admission of liability by Customer without Customer's prior written consent.
  - 3.4 **Exclusions.** CHC is not liable under this section if the Infringement Claim is based on:

- (a) modifications to the CHC Solution that were not performed by CHC;
- (b) use of custom interfaces, file conversions, or other programming for which CHC does not develop the specifications or instructions;
- (c) use of a CHC Solution in combination with products or services not provided by CHC, if use of the CHC Solution alone would not result in liability under this section;
- (d) use of a CHC Solution in a manner not authorized by this MRA, a Solution Order, or the Documentation;
- (e) use of any version other than the two most current releases of a CHC Solution, provided that such current releases were provided by CHC to Customer at no additional cost; or
- (f) any version of a CHC Solution that CHC has notified Customer to discontinue use, if infringement would have otherwise been avoided.

**3.5 Infringement Remedies.** If Customer makes a claim under this section, or CHC believes an Infringement Claim is reasonably likely, then CHC will, at its sole option and expense:

- (b) obtain for Customer the right to continue using the CHC Solution;
- (c) replace or modify the CHC Solution with an alternative solution of substantially equivalent functionality; or
- (d) if neither (a) nor (b) are commercially feasible, terminate Customer's rights and CHC's obligations under this MRA related to the CHC Solution. If CHC terminates a one-time license fee for a CHC Solution under this section, CHC will refund to Customer with a pro rata share of the license fees paid for the infringing CHC Solution. The refund will be calculated on a five-year straight-line basis beginning on the effective date of the applicable Solution Order.

**3.6 Exclusive Remedy.** THIS SECTION CONTAINS CHC'S ONLY OBLIGATIONS, AND CUSTOMER'S ONLY REMEDIES, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

**4. Restrictions.** Customer's use of the Subscription Services is expressly subject to the following restrictions:

- (a) use of the Subscription Services may be limited by Facilities or other usage-based variables specified in a Solution Order;
- (b) Customer will not attempt to interfere with or disrupt the Subscription Services;
- (c) Customer will not attempt to gain access to any systems or networks that connect to the Subscription Services except as authorized by CHC for the express purpose of using the Subscription Services as permitted under this MRA;
- (d) Customer will not attempt to scan, probe, penetrate, hack, defeat, or compromise any security measures of the Subscription Services, or any systems or networks operated by CHC; and
- (e) the Subscription Services will not be accessed or used to provide services to Third Parties unless expressly permitted in a Solution Order.





Texas A&M University System Health Science Center  
Customer No. 1052485  
Contract No. 37625  
Quote No. 187534  
January 17, 2023

### Solution Order #1

This Solution Order #1 (this "Solution Order") to Master Relationship Agreement No. 18881, to be signed with or before this Solution Order ("MRA"), is between Change Healthcare Technologies, LLC ("CHC") and the customer identified below ("Customer"). This Solution Order is effective as of the latest date below ("SO Effective Date"), and consists of all Exhibits, attachments, and other documents incorporated by reference. In the event that the SO Effective Date is prior to the Effective Date of the MRA, the SO Effective Date is automatically amended to be the same as the Effective Date provided in the MRA.

**Change Healthcare Technologies, LLC**

By: 

Name: Nicholas Kallin

Title: AVP Sales, InterQual

Date: 1/17/2023

**Texas A&M University System Health Science Center**

By:   
A40954436043409...

Name: Jeffery T. Burton

Title: VP for Finance & Administration and CFO

Date: 1/19/2023 | 2:40:27 CST

Texas A&M University System Health Science Center  
 Customer No. 1052485  
 Contract No. 37625  
 Quote No. 187534  
 January 17, 2023

<b>Sold To:</b>		<b>Bill To:</b>	
Texas A&M University Health Science Center		Texas A&M University Health Science Center	
2700 Earl Rudder Freeway		2700 Earl Rudder Freeway	
Crystal Park Plaza, Suite 3000		College Station, TX 77845	
College Station, TX 77845			
		Attention: Lori Bowman, UM Program Coordinator	
		Telephone: (979) 436-0413	
		E-mail: lori.bowman@tamu.edu	
<b>Tax Status:</b>			
Taxable: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
<b>Ship To**:</b>			
Customer.		**If Customer is not tax-exempt, taxes will be based on the state Customer provides in the "Ship To" section of this Solution Order.	
<b>Download Central Administrator:</b>			
Peter Yu, Manager of Information Security Research			
E-mail: peteryu@tamu.edu			

## General Terms

1. **Term.** The initial term of this Solution Order begins on January 16, 2023, and ends on January 15, 2026 (the "Initial Term"). Following expiration of the Initial Term, this Solution Order will automatically renew for one-year periods (each, a "Renewal Term"; together the Initial Term and Renewal Term are the "Term"), unless either party provides notice of non-renewal at least 90 days prior to the end of the then-current term. The fees payable during any Renewal Term will be the then current rate. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the MRA.

2. **License Grant.**

2.1 In addition to the license grant provided for in the MRA, CHC provides Customer a non-exclusive, nontransferable license during the Term of this Solution Order to:

- (a) subject to each End-User's (as defined in Exhibit 2 of this Solution Order) compliance with the terms listed in Exhibit 4 attached hereto, sublicense the Clinical Content (as defined in Exhibit 2 of this Solution Order), Subscription Services, Software and applicable Documentation listed on Exhibit 1 of this Solution Order to the End-Users listed on Exhibit 1 of this Solution Order; and
- (b) host the Software on Customer's server(s) for the purpose of making the Software and Documentation available to End-Users.

For avoidance of doubt, Customer shall not sublicense the Clinical Content, Subscription Services, Software or its Documentation to any End-User or provide any End-User with access to the Clinical Content, Subscription Services, Software or Documentation unless Customer first executes a contract with such End-User requiring the End-User to comply with the terms listed in Exhibit 4 attached hereto.

2.2 During the Term, Customer and, subject to each End-User's compliance with the terms listed in Exhibit 4 attached hereto, each End-User listed on Exhibit 1 of this Solution Order shall have a license to use the Clinical Content, Subscription Services, Software and applicable Documentation listed on Exhibit 1 of this Solution Order for its internal business. Should CHC agree to permit Customer to expand its license after the SO Effective Date, Customer and CHC must execute an amendment to this Solution Order, expanding the scope of the license granted herein, at the then prevailing rate for such additional use.

2.3 Except as expressly permitted by Section 2.1 above, Customer shall not rent, lease or provide remote computer services or distribute Clinical Content, Subscription Services, Software or Documentation to any third party without the prior written consent of CHC.

2.4 Customer shall not permit the use of the Clinical Content, Subscription Services, Software or Documentation by an outsource or facility management service without CHC's prior written consent.

2.5 In addition to the definition of Facility as found in the MRA, for purposes of this Solution Order, Facility shall include End-Users.

3. **Customer Purchase Orders.** CHC will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Solution Order. Terms on or attached to a Customer purchase order will have no effect.
4. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the SO Effective Date for any of the Products or Services provided under this Solution Order, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by CHC in the general commercial marketplace.
5. **Termination of Prior Agreement(s).**
  - 5.1. **Termination of Prior Agreement.** The parties hereby agree to terminate License Agreement No. 10264, dated July 31, 2005, and any associated Contract Supplements that are still in effect, on January 15, 2023.
6. **Addendum.** The parties shall comply with the terms of the Addendum attached hereto as Exhibit 5 and incorporated herein by reference (the "Addendum"). In the event of any conflict in the terms of this Solution Order and the terms of the Addendum, the terms of the Addendum shall in all aspects govern and control.

**EXHIBIT 1****CHC SOLUTIONS AND PRICING****1. CHC SOLUTION TABLE**

<b>Solution Name</b>	<b>Solution Type</b>	<b>Solution Rider</b>	<b>Third Party Solution</b>
InterQual® Acute Adult Criteria	Clinical Content	Exhibit 2	AMA CPT® Codes IQ
InterQual® Acute Pediatric Criteria	Clinical Content	Exhibit 2	AMA CPT® Codes IQ
InterQual® Adult and Geriatric Psychiatry Criteria	Clinical Content	Exhibit 2	
InterQual® Behavioral Health Services Criteria	Clinical Content	Exhibit 2	AMA CPT® Codes IQ
InterQual® Historical Criteria	Clinical Content	Exhibit 2	
InterQual® Subacute & SNF Criteria	Clinical Content	Exhibit 2	
InterQual® Connect Medical Review Service (Core)	Subscription Services	Exhibit 2	
InterQual® Learning Basics	Subscription Services	N/A	
InterQual® Mobile	Subscription Services	N/A	
InterQual® Review Manager (Non-Production)	Software - Term	N/A	<ul style="list-style-type: none"> <li>• Oracle JDBC8 Driver - IQ</li> <li>• SAP- Business Objects Crystal Reports – 2008 Runtime</li> </ul>
InterQual® Review Manager (SQL)	Software - Term	N/A	<ul style="list-style-type: none"> <li>• Oracle JDBC8 Driver - IQ</li> <li>• SAP- Business Objects Crystal Reports – 2008 Runtime</li> </ul>
InterQual® Review Manager (Oracle)	Software - Term	N/A	<ul style="list-style-type: none"> <li>• Oracle JDBC8 Driver - IQ</li> <li>• SAP- Business Objects Crystal Reports – 2008 Runtime</li> </ul>

InterQual® View (Included)	Software - Term	N/A	
InterQual® View (SQL)	Software - Term	N/A	
InterQual® View (Oracle)	Software – Term	N/A	
InterQual Medical Review Services	Professional Services	Exhibit 7 and 8	

## 2. **USAGE METRICS:**

2.1. "Beds" means the hospital beds regularly maintained (set up and staffed for use) for inpatients by Customer or an End-User.

## 3. **PAYMENT SCHEDULE:** The following fees are due in accordance with the payment terms of the MRA.

### 3.1. **Clinical Content, Subscription Services, Software – Term:**

**\$146,257.92** due on the SO Effective Date.

**\$146,257.92** due on January 16, 2024.

**\$146,257.92** due on January 16, 2025.

### 3.2. **Professional Services** – See Exhibit 8.

## 4. **PRICE BASED ON USAGE METRICS:**

4.1. The usage-based pricing in this Solution Order will not decrease.

4.2. Customer will notify CHC at the start of each Renewal Term (if any) of any increase in Beds listed in Table 2 of this Exhibit, and will pay for the increase as follows:

a. If the increase is due to Customer's or an End-User's acquisition of another entity or if Customer or an End-User is acquired by another entity, the parties will mutually agree upon the increase in fees prior to Customer's or the End-User's use of Products for the additional Beds.

b. Customer will pay CHC's standard rates for the increase unless the increase is due to Customer's or an End-User's acquisition of another entity or if Customer or an End-User is acquired by another entity.

## 5. FACILITIES (END-USERS):

The Clinical Content and Software short titles (acronyms) used in Table 2 of this Exhibit 1 are defined in Table 1 below.

**TABLE 1**  
**LICENSED CLINICAL CONTENT AND SOFTWARE SHORT TITLES**

<u>Short Title</u>	<u>Solution Name</u>	<u>Material Number</u>	<u>Solution Type</u>	<u>Third Party Solution</u>
Acute Adt	InterQual® Acute Adult Criteria	72026290	Clinical Content	AMA CPT® Codes IQ
Acute Ped	InterQual® Acute Pediatric Criteria	72026290	Clinical Content	AMA CPT® Codes IQ
BH Adt & Geri	InterQual® Acute Adult and Geriatric Psychiatry Criteria	72031163	Clinical Content	
BH Services	InterQual® Behavioral Health Services Criteria	72031161	Clinical Content	AMA CPT® Codes IQ
Historical	InterQual® Historical Criteria	72026284	Clinical Content	
SAC	InterQual® Subacute & SNF Criteria	72026293	Clinical Content	
MRS (Core)	InterQual® Connect Medical Review Service (Core)	72032112	Subscription Services	
ILB	InterQual® Learning Basics	N/A	Subscription Services	
Mobile	InterQual® Mobile	72034985	Subscription Services	
RMe (Non-Prod)	InterQual® Review Manager (Non-Production)	72026305	Software - Term	· Oracle JDBC8 Driver · SAP- Business Objects Crystal Reports – 2008 Runtime
RMe (SQL)	InterQual® Review Manager (SQL)	72026306	Software - Term	· Oracle JDBC8 Driver · SAP- Business Objects Crystal Reports – 2008 Runtime
RMe (Oracle)	InterQual® Review Manager (Oracle)	72026305	Software - Term	· Oracle JDBC8 Driver · SAP- Business Objects Crystal Reports – 2008 Runtime
IQ View (Included)	InterQual® View (Included)	72020947	Software - Term	
IQ View (SQL)	InterQual® View (SQL)	N/A	Software - Term	
IQ View (Oracle)	InterQual® View (Oracle)	N/A	Software – Term	

**[TABLE 2 FACILITIES ON FOLLOWING PAGES]**

Table 2  
Facilities Pages

Facility Name	Address	City	State	Zip Code +4	Alliance Partner	Alliance Partner Application Name	Size Type	Acute Adt 72026290			Acute Ped 72026290			BH Adt & Geri 72031163		
								Size	Fees	Size	Size	Fees	Size	Size	Fees	Size
Anson Hospital District dba Anson General Hospital	101 Avenue J	Anson	TX	79501			Beds				20	\$ 968.33	20	Included		
Baillinger Memorial Hospital	608 Avenue B, PO Box 617	Baillinger	TX	76821-0617			Beds				16	\$ 968.33	16	Included		
Bosque County Hospital Authority dba Goodall-Witcher Healthcare	101 South Avenue T	Clifton	TX	76634			Beds				25	\$ 968.33	25	Included		
Brownfield Regional Medical Center	705 East Felt	Brownfield	TX	79316			Beds				26	\$ 968.33	26	Included		
Chambers County Public Hospital District dba OmniPoint Health Hospital	200 Hospital Drive, PO Box 398	Anahuac	TX	77514			Beds				14	\$ 968.33	14	Included		
Comanche County Medical Center	10201 Highway 16 North	Comanche	TX	76442			Beds				23	\$ 968.33	23	Included		
Crenshaw County Healthcare Authority dba Crenshaw Community Hospital	101 Hospital Circle	Luveme	AL	00003-6049			Beds				49	\$ 968.33	49	Included	\$ 968.10	
Dallam-Hartley Counties Hospital District dba Coon Memorial Hospital	1411 Denver Avenue, PO Box 2014	Dalhart	TX	79022			Beds				21	\$ 968.33	21	Included		
Dallas County Medical Center	201 North Clifton Street	Fordyce	AR	71742			Beds				22	\$ 968.33	22	Included		
Dewitt Medical District a/b/a Cuero Community Hospital	2550 North Esplanade	Cuero	TX	77954			Beds				44	\$ 968.33	44	Included		
Doctors Memorial Hospital	333 North Byron Butler Parkway	Perry	FL	00003-2347			Beds				48	\$ 968.33	48	Included		
El Campo Memorial Hospital	303 Sandy Corner Road	El Campo	TX	77437	CPSI	Thrive	Beds				25	\$ 968.33	25	Included		
Electra Hospital District dba Electra Memorial Hospital	1207 South Bailey Street	Electra	TX	76360			Beds				19	\$ 968.33	19	Included		
Falls Community Hospital & Clinic	322 Coleman Street	Marlin	TX	76661			Beds				32	\$ 968.33	32	Included		
Freestone Medical Center	125 Newman Street	Fairfield	TX	75840			Beds				37	\$ 968.33	37	Included		
Frio Regional Hospital	200 South IH 35	Pearsall	TX	78061	CPSI	Thrive	Beds				24	\$ 968.33	24	Included		
Golden Plains Community Hospital	100 Medical Drive	Borger	TX	79007			Beds				17	\$ 968.33	17	Included		
Hansford Hospital	707 South Roland Street	Spearman	TX	79081			Beds				14	\$ 968.33	14	Included		
Haskell Memorial Hospital	1 North Avenue N	Haskell	TX	79521-1117			Beds				18	\$ 968.33	18	Included		
Jack County Hospital District dba Faith Community Health Systems dba Faith Community Hospital	215 Chisholm Trail	Jacksboro	TX	76458	Meditech Expense	Meditech Expense	Beds				17	\$ 968.33	17	Included		
Jackson County Hospital District	1013 South Wells Street	Edna	TX	77957-4098			Beds				25	\$ 968.33	25	Included		
Magnolia Regional Medical Center	101 Hospital Drive, PO Box 629	Magnolia	AR	71753			Beds				30	\$ 968.33	30	Included		
McCahey Hospital	Highway 305 South, PO Drawer 120	McCahey	TX	79752-1200			Beds				10	\$ 968.33	10	Included		
McGehee-Deshia County Hospital	900 South Third	McGehee	AR	00007-1654			Beds				14	\$ 968.33	14	Included		
Medical Center Barbour	820 West Washington Street	Eufaula	AL	36027			Beds				41	\$ 968.33	41	Included	\$ 968.10	
Memorial Medical Center	815 North Virginia Street	Port Lavaca	TX	77979			Beds				25	\$ 968.33	25	Included		
MidCoast Central Medical Center	200 West Ollie Street	Llano	TX	78643			Beds				12	\$ 968.33	12	Included		
Mitchell County Hospital	997 West Interstate 20	Colorado City	TX	79512			Beds				16	\$ 968.33	16	Included		
North Runnels Hospital District	7821 State Highway 153	Winters	TX	79567			Beds				12	\$ 968.33	12	Included		
Ochiltree County Hospital District	3101 Garrett Drive	Perryton	TX	79070	CPSI	Thrive	Beds				25	\$ 968.33	25	Included		
Offo Kaiser Memorial Hospital	3439 South Highway 181	Kenedy	TX	78119	CPSI	Thrive	Beds				25	\$ 968.33	25	Included		
Plains Memorial Hospital	310 West Halsell Street	Dimmitt	TX	79027			Beds				17	\$ 968.33	17	Included		
Rankin County Hospital District	1611 Spur 576, P.O. Box 327	Rankin	TX	79778-0327			Beds				10	\$ 968.33	10	Included		
Reeves County Hospital	2323 Texas Street	Pecos	TX	79772	Cerner	Cerner Acute Case Management	Beds				25	\$ 968.33	25	Included		
Seymour Hospital	200 Stadium Drive	Seymour	TX	76380			Beds				25	\$ 968.33	25	Included		
Stonewall Memorial Hospital	821 North Broadway, PO Box C	Aspermont	TX	79502			Beds				10	\$ 968.33	10	Included		
Sweeny Community Hospital	305 North McKinney Street	Sweeny	TX	77480		Cerner	Beds				14	\$ 968.33	14	Included		
TMC Bonham	504 Lipscomb Boulevard	Bonham	TX	75418			Beds				25	\$ 968.33	25	Included		
Ward Memorial Hospital	406 South Gary Street	Monahans	TX	79756			Beds				25	\$ 968.33	25	Included		
Wilbarger General Hospital	920 Hillcrest Drive	Vernon	TX	76384			Beds				28	\$ 968.33	28	Included		
Winkler County Memorial Hospital	821 Jeffree Drive	Kermit	TX	79745			Beds				19	\$ 968.33	19	Included		
The Texas A&M Health Science Center-Rural and Community Health Institute	8441 State Highway 47, TAM HSC C Bryan		TX	77807			Corporate				1	Included	1	Included		
Totals								945	\$39,701.35	945		\$0.00	945		\$1,936.19	90



Facility Name	BH Services 72031161		Historical 72026284		SAC 72026293		MRS (Core) 72032112		ILB N/A		Mobile 72034985		RMe (Non-Prod) 72026305		RMe (SQL) 72026306		RMe (Oracle) 72026305	
	Size	Fees	Size	Fees	Size	Fees	Size	Fees	Size	Fees	Size	Fees	Size	Fees	Size	Fees	Size	Fees
Anson Hospital District dba Anson General Hospital			20 Included						20 Included		20 Included		20 Included		20 \$ 2,202.17			
Ballinger Memorial Hospital			16 Included						16 Included		16 Included		16 Included		16 \$ 2,202.17			
Bosque County Hospital Authority dba Goodall-Witcher Healthcare			25 Included		25 \$ 774.66				25 Included		25 Included		25 Included		25 \$ 2,202.17			
Brownfield Regional Medical Center			26 Included						26 Included		26 Included		26 Included		26 \$ 2,202.17			
Chambers County Public Hospital District dba OmniPoint Health Hospital			14 Included						14 Included		14 Included		14 Included		14 \$ 2,202.17			
Comanche County Medical Center			23 Included						23 Included		23 Included		23 Included		23 \$ 2,202.17			
Grenshaw County Healthcare Authority dba Crenshaw Community Hospital	49 \$ 968.32		49 Included						49 Included		49 Included		49 Included		49 \$ 2,202.17			
Dallam-Hartley Counties Hospital District dba Coon Memorial Hospital			21 Included						21 Included		21 Included		21 Included		21 \$ 2,202.17			
Dallas County Medical Center			22 Included		22 \$ 774.66				22 Included		22 Included		22 Included		22 \$ 2,202.17			
Dewitt Medical District a/b/a Cuero Community Hospital			44 Included						44 Included		44 Included		44 Included		44 \$ 2,202.17			
Doctors Memorial Hospital			48 Included		48 \$ 774.66				48 Included		48 Included		48 Included		48 \$ 2,202.17			
El Campo Memorial Hospital			25 Included				25 \$ 2,202.18		25 Included		25 Included		25 Included					
Electra Hospital District dba Electra Memorial Hospital			19 Included						19 Included		19 Included		19 Included		19 \$ 2,202.17			
Falls Community Hospital & Clinic			32 Included						32 Included		32 Included		32 Included		32 \$ 2,202.17			
Freestone Medical Center			37 Included		37 \$ 774.66				37 Included		37 Included		37 Included		37 \$ 2,202.17			
Frio Regional Hospital			24 Included				24 \$ 2,202.18		24 Included		24 Included		24 Included					
Golden Plains Community Hospital			17 Included		17 \$ 774.66				17 Included		17 Included		17 Included		17 \$ 2,202.17			
Hansford Hospital			14 Included						14 Included		14 Included		14 Included		14 \$ 2,202.17			
Haskell Memorial Hospital			18 Included		18 \$ 774.66				18 Included		18 Included		18 Included			18 \$ 2,202.17		
Jack County Hospital District dba Faith Community Health Systems dba Faith Community Hospital			17 Included				17 \$0		17 Included		17 Included		17 Included		17 \$ 2,202.17			
Jackson County Hospital District			25 Included		25 \$ 774.66				25 Included		25 Included		25 Included		25 \$ 2,202.17			
Magnolia Regional Medical Center			30 Included						30 Included		30 Included		30 Included		30 \$ 2,202.17			
McCamey Hospital			10 Included		10 \$ 774.66				10 Included		10 Included		10 Included		10 \$ 2,202.17			
McGehee-Desho County Hospital			14 Included						14 Included		14 Included		14 Included		14 \$ 2,202.17			
Medical Center Barbour	41 \$ 968.32		41 Included						41 Included		41 Included		41 Included		41 \$ 2,202.17			
Memorial Medical Center			25 Included						25 Included		25 Included		25 Included		25 \$ 2,202.17			
MidCoast Central Medical Center			12 Included		12 \$ 774.66				12 Included		12 Included		12 Included		12 \$ 2,202.17			
Mitchell County Hospital			16 Included						16 Included		16 Included		16 Included		16 \$ 2,202.17			
North Runnels Hospital District			12 Included		12 \$ 774.66				12 Included		12 Included		12 Included		12 \$ 2,202.17			
Ochiltree County Hospital District			25 Included		25 \$ 774.66		25 \$ 2,202.18		25 Included		25 Included		25 Included					
Offo Kaiser Memorial Hospital			25 Included				25 \$ 2,202.18		25 Included		25 Included		25 Included					
Plains Memorial Hospital			17 Included						17 Included		17 Included		17 Included		17 \$ 2,202.17			
Rankin County Hospital District			10 Included		10 \$ 774.66				10 Included		10 Included		10 Included		10 \$ 2,202.17			
Reeves County Hospital			25 Included		25 \$ 774.66		25 \$ 2,202.18		25 Included		25 Included		25 Included					
Seymour Hospital			25 Included						25 Included		25 Included		25 Included		25 \$ 2,202.17			
Stonewall Memorial Hospital			10 Included						10 Included		10 Included		10 Included		10 \$ 2,202.17			
Sweeny Community Hospital			14 Included				14 \$ 2,202.18		14 Included		14 Included		14 Included					
TMC Boham			25 Included						25 Included		25 Included		25 Included		25 \$ 2,202.17			
Ward Memorial Hospital			25 Included		25 \$ 774.66				25 Included		25 Included		25 Included		25 \$ 2,202.17			
Wilbarger General Hospital			28 Included		28 \$ 774.66				28 Included		28 Included		28 Included		28 \$ 2,202.17			
Winkler County Memorial Hospital			19 Included		19 \$ 774.66				19 Included		19 Included		19 Included		19 \$ 2,202.17			
The Texas A&M Health Science Center-Rural and Community Health Institute			1 Included		1 Included				1 Included		1 Included		1 Included		1 Included			
	90	\$1,936.64	945	\$0.00	359	\$12,394.57	155	\$13,213.07	945	\$0.00	945	\$0.00	807	\$0.00	789	\$74,873.85	18	\$2,202.17

Table 2  
Facilities Pages

Facility Name	IQ View (Included) 7/20/2019		IQ View (SQL) N/A		IQ View (Oracle) N/A		Facility Totals (Annual)
	Size	Fees	Size	Fees	Size	Fees	
Anson Hospital District dba Anson General Hospital	20	Included	20	Included			\$3,170.50
Ballinger Memorial Hospital	16	Included	16	Included			\$3,170.50
Bosque County Hospital Authority dba Goodall-Witcher Healthcare	25	Included	25	Included			\$3,945.16
Brownfield Regional Medical Center	26	Included	26	Included			\$3,170.50
Chambers County Public Hospital District dba OmniPoint Health Hospital	14	Included	14	Included			\$3,170.50
Comanche County Medical Center	23	Included	23	Included			\$3,170.50
Crenshaw County Healthcare Authority dba Crenshaw Community Hospital	49	Included	49	Included			\$5,106.92
Dallam-Hartley Counties Hospital District dba Coon Memorial Hospital	21	Included	21	Included			\$3,170.50
Dallas County Medical Center	22	Included	22	Included			\$3,945.16
Dewitt Medical District a/b/a Cuero Community Hospital	44	Included	44	Included			\$3,170.50
Doctors Memorial Hospital	48	Included	48	Included			\$3,945.16
El Campo Memorial Hospital	25	Included	25	Included			\$3,170.51
Electra Hospital District dba Electra Memorial Hospital	19	Included	19	Included			\$3,170.50
Falls Community Hospital & Clinic	32	Included	32	Included			\$3,170.50
Freestone Medical Center	37	Included	37	Included			\$3,945.16
Frio Regional Hospital	24	Included	24	Included			\$3,170.51
Golden Plains Community Hospital	17	Included	17	Included			\$3,945.16
Hansford Hospital	14	Included	14	Included			\$3,170.50
Haskell Memorial Hospital	18	Included			18	Included	\$3,945.16
Jack County Hospital District dba Faith Community Health Systems dba Faith Community Hospital	17	Included	17	Included			\$3,170.50
Jackson County Hospital District	25	Included	25	Included			\$3,945.16
Magnolia Regional Medical Center	30	Included	30	Included			\$3,170.50
McComery Hospital	10	Included	10	Included			\$3,945.16
McGehee-Deshia County Hospital	14	Included	14	Included			\$3,170.50
Medical Center Barbour	41	Included	41	Included			\$5,106.92
Memorial Medical Center	25	Included	25	Included			\$3,170.50
MidCoast Central Medical Center	12	Included	12	Included			\$3,945.16
Mitchell County Hospital	16	Included	16	Included			\$3,170.50
North Runnels Hospital District	12	Included	12	Included			\$3,945.16
Ochiltree County Hospital District	25	Included	25	Included			\$3,945.17
Offo Kaiser Memorial Hospital	25	Included	25	Included			\$3,170.51
Plains Memorial Hospital	17	Included	17	Included			\$3,170.50
Rankin County Hospital District	10	Included	10	Included			\$3,945.16
Reeves County Hospital	25	Included	25	Included			\$3,945.17
Seymour Hospital	25	Included	25	Included			\$3,170.50
Stonewall Memorial Hospital	10	Included	10	Included			\$3,170.50
Sweeny Community Hospital	14	Included	14	Included			\$3,170.51
TMC Boham	25	Included	25	Included			\$3,170.50
Ward Memorial Hospital	25	Included	25	Included			\$3,945.16
Wilbarger General Hospital	28	Included	28	Included			\$3,945.16
Winkler County Memorial Hospital	19	Included	19	Included			\$3,945.16
The Texas A&M Health Science Center-Rural and Community Health Institute	1	Included	1	Included			\$0.00
	945	\$0.00	927	\$0.00	18	\$0.00	\$146,257.96

## Exhibit 2

### Solution Rider

#### Confidential and Proprietary Decision Support Terms

This Decision Support Solution Rider is a part of, and incorporated into, the Solution Order to which it is attached and contains terms and conditions that are applicable to certain InterQual Products as identified in the Solution Order.

#### 1. CLINICAL CONTENT

1.1 "Clinical Content" means medical or clinical information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided to Customer under a Solution Order together with any related Documentation and upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Clinical Content may be either (i) owned by CHC, or (ii) Third Party Clinical Content.

1.2 Applicable Clinical Content License. Clinical Content may only be accessed and used through certain licensed Software or Subscription Services. Customer's license to the Clinical Content is subject to the same license and use restrictions as the applicable licensed Software or Subscription Services.

1.3 Copying of Clinical Content.

a. Permitted Ad-Hoc Disclosures. Customer and the End-Users listed on Exhibit 1 of this Solution Order may disclose the Clinical Content on an ad-hoc basis in the smallest increments or portions feasible under the circumstances or as legally required for disclosure with the CHC Statement of Disclosure, all as set forth below:

(i) to a Member included as one of Customer or an End-User's Covered Lives under this Solution Order when the Clinical Content have been referenced in the process of denying, limiting, or discontinuing authorization of services for the Member;

(ii) to a Member for the sole purpose of satisfying Customer's or an End-User's contractual obligations to report review results;

(iii) to a participating or out-of-network Provider of health care services subject to Customer's or an End-User's medical necessity review and for use in case specific discussions;

(iv) to a public agency or independent review organization in connection with conducting an independent external review of or conducting an appeal of Customer's or an End-User's medical necessity determination in a specific case when the Clinical Content have been referenced in the process of making said determination;

(v) to a public agency to comply with a statutory or regulatory mandate requiring the Clinical Content to be filed with the agency (electronic access to the copy to be furnished to CHC as soon as practicable prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure); or

(vi) pursuant to a judicial order or subpoena (copy to be furnished to CHC, if permitted, at least five (5) business days' notice prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure, or, if the scheduled time for the disclosure is less than five (5) business days, than as soon as possible prior to disclosure).

b. If Customer or an End-User has reason to request flexibility to disclose Clinical Content beyond the requirements as set forth in the subsections above, Customer or the End-User and CHC agree to work cooperatively prior to disclosure to ensure appropriate measures are in place for protecting CHC's intellectual property, trade secrets and confidential information.

c. Customer's or an End-User's disclosure and CHC's agreement for disclosure of Clinical Content pursuant to this section to comply with regulatory or legal requirements does not constitute a waiver of CHC's rights to protect its intellectual property, trade secrets, and Confidential Information.

d. In connection with each disclosure/distribution, all Clinical Content copies will prominently display on the cover page and/or introductory screen CHC's trademark and copyright notices and Proprietary Notice, as provided herein, and Customer or the End-User will maintain and furnish the disclosure/distribution to CHC upon request.

e. The following is the CHC Statement of Disclosure to be provided with each disclosure/distribution of the Clinical Content.

**CHC's Statement of Disclosure:**

*The Clinical Content you are receiving is confidential and proprietary information and is being provided to you solely as it pertains to the information requested. Under copyright law, the Clinical Content may not be copied, distributed, or otherwise reproduced. In addition, the Clinical Content may contain advanced clinical knowledge which we recommend you discuss with your physician upon disclosure to you.*

*The Clinical Content reflects clinical interpretations and analyses and cannot alone either (a) resolve medical ambiguities of particular situations; or (b) provide the sole basis*

*for definitive decisions. The Clinical Content is intended solely for use as screening guidelines with respect to medical appropriateness of healthcare services and not for final clinical or payment determinations concerning the type or level of medical care provided, or proposed to be provided, to a patient; all ultimate care decisions are strictly and solely the obligation and responsibility of your health care provider.*

## **2. INTERQUAL HISTORICAL CRITERIA**

Historical versions of Clinical Content are no longer in production and are not deemed to be one of the two most current versions ("InterQual Historical Criteria"). Customer or an End-User may (i) use the InterQual Historical Criteria solely in the performance of retrospective reviews and (ii) use only the relevant Clinical Content for the applicable Clinical Content year the care was rendered. CHC has no further obligations or liabilities whatsoever with regard to the InterQual Historical Criteria.

**3. Protected Health Information.** Customer represents and warrants that it will not send, transmit or disclose Protected Health Information (as defined by the Health Insurance Portability and Accountability Act (HIPAA)) to CHC unless or until the parties execute a HIPAA-compliant Business Associate Agreement or confirm that one is binding between the parties and is applicable to the Products and/or Services in this Solution Order.

## **4. PERMITTED PRODUCT INTEGRATIONS**

4.1 Only interfaces or integrations, including Customer-developed integrations or third-party integrations, that have been approved by CHC in writing may be used in conjunction with Products. Customer is solely responsible for securing the installation, support, and maintenance of any interface and/or integration. ALL SUCH INTERFACE OR INTEGRATION SOFTWARE AND SERVICES ARE NOT PROVIDED BY CHC AND ARE EXPRESSLY EXCLUDED FROM WARRANTIES PROVIDED BY CHC UNDER THE MRA OR THIS SOLUTION ORDER.

4.2 To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC's then-current integration validation process.

## **5. DEFINITIONS**

5.1 "Delegated Reviewer" means an independent entity or independent contractor, not working at the Customer's or an End-User's direction, with whom Customer or an End-User contracts to perform medical reviews on its behalf.

5.2 "End-User" means any entity listed in the applicable Solution Order that duly executes a contract with Customer requiring the End-User to comply with the terms of this Solution Order and is not excluded under the Permitted User definition below. For purposes of this Solution Order, End-

User includes the Facilities listed on Exhibit 1 of this Solution Order and Facilities whose Bed count does not exceed 50 (fifty).

5.3 "Member" means an enrollee, covered person, policy holder, or subscriber of an insurance carrier.

5.4 "Patient " means an individual, or Member, for whom Customer or an End-User is providing healthcare services, treatment, payment or other such care.

5.5 "Permitted User" means any individual authorized by Customer or an End-User to use the Products and Services, whether at a Facility or from a remote location, for the benefit of or to provide care to the Customer's or End-User's Patients, Covered Lives, or Members, which individual is a (a) Customer or End-User employee (including independent contractors who are working at the direction of the Customer or End-User), (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer or an End-User and is not a CHC competitor (for clarity, such consultants or independent contractors do not include Delegated Reviewers). A consultant or independent contractor may be a "Permitted User" only if (i) Customer or the End-User remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in this Solution Order.

5.6 "Provider" means a health care professional (including any authorized employees of such healthcare professionals who are acting on behalf of the healthcare professional) or healthcare entity or facility, providing patient care services to Members.

### EXHIBIT 3

#### INTERQUAL SERVICE LEVELS

This Exhibit applies only to InterQual Connect Medical Review Service (the “**InterQual Solution**”). The Service Levels described in this Exhibit apply only to the production environment.

#### SECTION 1: DEFINITIONS

“**Alliance Partner**” means a CHC approved third party (a) which has manufactured a healthcare software application, and CHC has validated the integration between the application and the InterQual Solution, and (b) from whom Customer directly licenses such application, including interface software, updates, maintenance and support of said application, as applicable.

“**Maintenance**” means fixes, patches, updates, or other maintenance necessary to remedy the issues that have or are likely to have impact on the performance or security of the InterQual Solution.

“**Service Level**” means a service level standard described in section 4 below.

#### SECTION 2: SERVICE LEVEL ASSUMPTIONS

2.1 CHC's provision of the InterQual Solution is based on the Service Assumptions set forth herein. In the event that any Service Assumption is not satisfied, CHC will be excused from its obligations to provide such InterQual Solution under this Exhibit for such period that the Service Assumption remains unsatisfied and for so long thereafter as is reasonably required for CHC to address any remaining impact on the InterQual Solution. Further, notwithstanding anything to the contrary in this Exhibit, CHC will not be responsible for any delay, interruption, or non-performance during any month in which any Service Assumption is not satisfied or to the extent such delay, interruption or non-performance is caused by the Alliance Partner.

2.2 Each of the following constitutes a “**Service Assumption**” for purposes of this Solution Order:

2.2.1 Customer will be responsible for procurement, deployment, and maintenance of all hardware and related infrastructure located on Customer's premises or used with an Alliance Partner to access the InterQual Solution remotely.

2.2.2 Customer will meet its responsibilities as set forth in this Solution Order.

2.2.3 Customer will timely pay all invoices in accordance with this Solution Order.

2.2.4 Customer will not undertake or fail to undertake any action the commission or omission of which prevents CHC from meeting its obligations to provide the relevant InterQual Solutions hereunder.

#### SECTION 3: REPORTING OF SERVICE LEVELS

CHC will create a monthly report describing CHC's compliance with the Availability Service Level described in section 4.1 of this Exhibit. Upon request, CHC will furnish to Customer such report showing CHC's compliance with the Availability Service Level described in section 4.1 of this Exhibit.

## SECTION 4: SERVICE LEVELS

### 4.1 Availability Service Level

<b>Definitions:</b>	<p>For purposes of this Service Level, the following definitions apply:</p> <p><b>“Available Minutes”</b> means the total number of minutes during the monthly reporting period that the applicable InterQual Solution is/are available for use in a live production environment.</p> <p><b>“Excusable Downtime”</b> is the aggregate number of minutes in any month during which the InterQual Solution is not available for use in a live production environment due to any of the following events:</p> <ul style="list-style-type: none"> <li>(1) Failures in Alliance Partner systems or performance;</li> <li>(2) Internet availability and disruptions; or</li> <li>(3) Performance of Maintenance during a maintenance window.</li> </ul> <p><b>“Total Minutes”</b> equals the number of minutes in the monthly reporting period minus the Excusable Downtime.</p>
<b>Calculation:</b>	<p><math>(\text{Available Minutes}) / (\text{Total Minutes}) \times 100</math></p> <p>Calculated monthly.</p>
<b>Service Level Objective:</b>	99.5% 24 hours per calendar day, Monday through Sunday

## SECTION 5: Maintenance Window

5.1 The maintenance window schedule is published annually and is subject to change as needed.

5.2 At the time of contracting, the current maintenance window schedule is as follows:

**IT Systems** - The first Friday (11 PM ET – 5 AM ET) of each month is reserved for IT systems maintenance, unless noted otherwise above. Users may experience downtime or intermittent connectivity issues during these windows, though most maintenance activities are performed without impacting user access. Advance notice is sent before each maintenance window if any significant user disruption is expected.

**Software** - The second Thursday (11 PM ET – 2 AM ET) of each month is reserved for software releases, unless noted otherwise above. Software releases are deployed to the integration/test environment first and then to the production environment on the next scheduled release date. Users may experience downtime or intermittent connectivity issues during this time, though most software releases are deployed with no impact to user access. Release notes are distributed prior to each software release via Change Healthcare Client Communication subscriptions.



## Exhibit 4

### Confidential and Proprietary End-User Pass-Through Terms

The following pass-through terms are required to be included in any End User agreement between Customer and End User and use of the Clinical Content, Subscription Services, and Software Products are subject to each End-User's compliance with the pass through terms. For the avoidance of doubt, "Customer" refers to the "End User" in the below pass-through terms.

#### 1. **CLINICAL CONTENT**

"Clinical Content" means medical or clinical information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided to Customer under a Solution Order together with any related Documentation and upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Clinical Content may be either (i) owned by CHC, or (ii) Third Party Clinical Content.

Applicable Clinical Content License. Clinical Content may only be accessed and used through certain licensed Software or Subscription Services. Customer's license to the Clinical Content is subject to the same license and use restrictions as the applicable licensed Software or Subscription Services.

Copying of Clinical Content.

Permitted Ad-Hoc Disclosures. Customer may disclose the Clinical Content on an ad-hoc basis in the smallest increments or portions feasible under the circumstances or as legally required for disclosure with the CHC Statement of Disclosure, all as set forth below:

to a Member included as one of Customer's Covered Lives under this Solution Order when the Clinical Content have been referenced in the process of denying, limiting, or discontinuing authorization of services for the Member;

to a Member for the sole purpose of satisfying Customer's contractual obligations to report review results;

to a participating or out-of-network Provider of health care services subject to Customer's medical necessity review and for use in case specific discussions;

to a public agency or independent review organization in connection with conducting an independent external review of or conducting an appeal of Customer's medical necessity determination in a specific case when the Clinical Content have been referenced in the process of making said determination

to a public agency to comply with a statutory or regulatory mandate requiring the Clinical Content to be filed with the agency (electronic access to the copy to be furnished to CHC as

soon as practicable prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure);

pursuant to a judicial order or subpoena (copy to be furnished to CHC, if permitted, at least five (5) business days' notice prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure, or, if the scheduled time for the disclosure is less than five (5) business days, than as soon as possible prior to disclosure).

If Customer has reason to request flexibility to disclose Clinical Content beyond the requirements as set forth in the subsections above, Customer and CHC agree to work cooperatively prior to disclosure to ensure appropriate measures are in place for protecting CHC's intellectual property, trade secrets and Confidential Information.

Customer's disclosure and CHC's agreement for disclosure of Clinical Content pursuant to this section to comply with regulatory or legal requirements does not constitute a waiver of CHC's rights to protect its intellectual property, trade secrets and confidential information.

In connection with each disclosure/distribution, all Clinical Content copies will prominently display on the cover page and/or introductory screen CHC's trademark and copyright notices and Proprietary Notice, as provided herein, and Customer will maintain and furnish the disclosure/distribution to CHC upon request.

The following is the CHC Statement of Disclosure to be provided with each disclosure/distribution of the Clinical Content.

**CHC's Statement of Disclosure:**

*The Clinical Content you are receiving is confidential and proprietary information and is being provided to you solely as it pertains to the information requested. Under copyright law, the Clinical Content may not be copied, distributed, or otherwise reproduced. In addition, the Clinical Content may contain advanced clinical knowledge which we recommend you discuss with your physician upon disclosure to you.*

*The Clinical Content reflects clinical interpretations and analyses and cannot alone either (a) resolve medical ambiguities of particular situations; or (b) provide the sole basis for definitive decisions. The Clinical Content is intended solely for use as screening guidelines with respect to medical appropriateness of healthcare services and not for final clinical or payment determinations concerning the type or level of medical care provided, or proposed to be provided, to a patient; all ultimate care decisions are strictly and solely the obligation and responsibility of your health care provider.*

**3. PERMITTED PRODUCT INTEGRATIONS**

Only interfaces or integrations, including Customer-developed integrations or third-party integrations, that have been approved by CHC in writing may be used in conjunction with Products. Customer is solely responsible for securing the installation, support, and maintenance of any interface and/or integration. ALL SUCH INTERFACE OR INTEGRATION SOFTWARE AND

SERVICES ARE NOT PROVIDED BY CHC AND ARE EXPRESSLY EXCLUDED FROM WARRANTIES PROVIDED BY CHC UNDER THE MRA OR THIS SOLUTION ORDER.

To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC's then-current integration validation process.

4. Increase in Usage-Based Variables.

Acquisitions. If Customer exceeds the usage limitations set forth in a Solution Order for a Product or Service because it acquires another entity, then Customer will pay CHC additional fees for the excess use based on the rates established in the applicable Solution Order. If Customer acquires an entity that is subject to an existing agreement with CHC for Products or Services, then the acquired entity will remain subject to that CHC agreement until the parties terminate it or it expires.

**5. INTERQUAL HISTORICAL CRITERIA**

Historical versions of Clinical Content are no longer in production and are not deemed to be one of the two most current versions ("InterQual Historical Criteria"). Customer may (i) use the InterQual Historical Criteria solely in the performance of retrospective reviews and (ii) use only the relevant Clinical Content for the applicable Clinical Content year the care was rendered. CHC has no further obligations or liabilities whatsoever with regard to the InterQual Historical Criteria.

6. Third-Party Solutions. CHC may provide Third-Party Solutions to Customer together with, or incorporated into, the CHC Solution. Customer is authorized to use these Third-Party Solutions solely with the related CHC Solution. Customer's use of Third-Party Solutions is subject to the terms of this Agreement and any applicable terms on <https://customerconnection.changehealthcare.com/tpt/login> ("Third-Party Terms"), which may be modified from time to time. Customer may access the applicable Third-Party Terms using the following confidential login information:

User ID: [contractprovisions@changehealthcare.com](mailto:contractprovisions@changehealthcare.com)

Password (case sensitive): Portal!Access

If any Third-Party Terms conflict with this Agreement, then the conflicting Third-Party Terms control only with respect to the Third-Party Solution to which they apply. CHC may substitute any Third-Party Solution licensed to Customer via TAMHSC with different Products or Services containing similar features and functionality. If a Third Party raises its fees for a Third-Party Solution, then CHC may increase its fees to Customer via TAMHSC by the same amount on the next invoice under the applicable agreement.

## 7. Confidentiality.

7.1 Use and Disclosure of Confidential Information. Customer will protect and safeguard CHC's Confidential Information with at least the same care used for its own Confidential Information of a similar nature, but no less than reasonable care. Except as expressly permitted by this Agreement, Customer may not:

(a) disclose CHC's Confidential Information except (i) to its employees, agents, representatives, or contractors who have a need to know and are bound by confidentiality terms at least as restrictive as those contained in this section, or (ii) to the extent required by law, after giving prompt notice of the required disclosure to CHC; nor

(b) use CHC's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this Agreement, or (ii) in the case of Customer as the receiving party, Customer's evaluation of CHC Solutions.

7.2 Return of Confidential Information. After this Agreement is terminated, Customer will, upon written request, return or destroy CHC's Confidential Information (other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense) and promptly will certify in writing to CHC that it has done so. Customer may also securely retain one copy of materials embodying Confidential Information in its files solely for record purposes, subject to the terms of this Agreement.

7.3 Period of Confidentiality. Customer will comply with this section during the term of this Agreement and for three years after it terminates. With respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, Customer will continue to comply with this section until the Confidential Information loses its trade secret status other than due to an act or omission of the receiving party.

7.4 Equitable Relief. An actual or threatened breach of this section may cause immediate irreparable harm without adequate remedy at law. If Customer breaches or threatens to breach this section, then CHC may seek equitable relief to prevent Customer from beginning or continuing the breach. CHC is not required to post a bond or other security or prove the inadequacy of other available remedies. This section does not limit any other remedy available to CHC.

## 8. Intellectual Property.

8.1 Retained Rights. CHC reserves all rights not expressly granted to Customer in this Agreement including all right, title, and interest to all work developed for or delivered to Customer under this Agreement. CHC solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by Customer, at Customer's request, or in cooperation with Customer. All feedback, statements, suggestions, or ideas given by Customer to CHC may be used to develop new and existing products and services that will be owned solely by CHC.

8.2 Use of Customer Intellectual Property. During the term of this Agreement, Customer grants CHC a license to use and display Customer's copyrights, trademarks, and service marks, solely to the extent necessary for CHC to provide the Products or Services.

9. Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS AND SERVICES PROVIDED BY CHC UNDER THIS AGREEMENT ARE PROVIDED "AS IS". CHC EXPRESSLY EXCLUDES FROM THIS AGREEMENT THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET CUSTOMER'S REQUIREMENTS. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. CHC IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES NOT CAUSED BY CHC, THE PRODUCTS, OR THE SERVICES.

10. Professional Responsibility; Duty to Defend. CHC's Products and Services are tools for information management and diagnostic purposes only and must be used by trained individuals. The Products and Services do not have the ability to administer health benefits, diagnose disease, prescribe treatment, render care or payment decisions, or perform any task that constitutes the practice of medicine. Customer will take reasonable efforts to ensure that only properly trained individuals use the Products and Services provided by CHC. CHC is not liable for any claim, demand, action, or other proceeding brought by a Third Party to the extent that it results from Customer's care or payment decisions.

11. Limitation of Liability. CHC IS NOT LIABLE TO CUSTOMER UNDER THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CHC HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

12. Definitions.

12.1 "Confidential Information" means non-public information of the disclosing party, whether related to currently licensed Products, Services, or other deliverables or business practices that is marked confidential or which the receiving party should reasonably know to be confidential. Confidential Information specifically includes information about future solution development, roadmaps, or new features and functionality, penetration test results, pricing, proposals, participation in customer focus groups, user feedback, and financial, personnel, planning, technical, and marketing information, the terms from the MRA identified in Exhibit C to the MRA, and the terms identified in Exhibit 6 to the Solution Order No. 37625. Confidential Information does not include: (a) information lawfully obtained or created by the receiving party independently from the disclosing party's Confidential Information without breach of any

obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information as defined by the Health Insurance Portability and Accountability Act.

12.2 "Implementation Services" means initial implementation, configuration, installation, education, training, and set-up services listed in this Agreement to be performed by CHC and required for Customer to begin use of a Product or Service.

12.3 "Permitted User" means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, who is a (a) Customer employee, (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a CHC competitor. A consultant or independent contractor may be a "Permitted User" only if (i) Customer remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in this Agreement.

12.4 "Provider" means a health care professional (including any authorized employees of such healthcare professionals who are acting on behalf of the healthcare professional) or healthcare entity or facility, providing patient care services to Members.

12.5 "Services" means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that CHC provides to Customer under a Solution Order. CHC may provide Services through technological means, including artificial intelligence and machine learning.

12.6 "Third Party" means an individual or entity other than CHC or Customer.

12.7 "Third-Party Solution" means any Product or Service listed in a Solution Order that is owned or provided by a Third Party.

## EXHIBIT 5

### ADDENDUM TO SOLUTION ORDER

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, CHC agrees that any payments owing to CHC under this Agreement may be applied directly toward certain debts or delinquencies that CHC owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**Loss of Funding.** Performance by Customer under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds for future fiscal years, Customer will issue written notice to CHC and Customer may terminate this Agreement without further duty or obligation hereunder. CHC acknowledges that appropriation of funds is beyond the control of Customer. However, termination of this Agreement under this subsection will not relieve Customer of any obligation to pay fees for fiscal years prior to the termination, nor will any fee be refunded to Customer as a result of an early termination under this subsection, provided that CHC provides Customer with the Products and Services not yet rendered for which Customer has pre-paid.

**State Auditor's Office.** CHC understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. CHC agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. CHC will include this provision in all contracts with permitted subcontractors.

**Public Information.** CHC acknowledges that Customer is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Customer's written request, CHC will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Customer to Customer in a non-proprietary format acceptable to Customer that is accessible by the public. CHC acknowledges that Customer may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and CHC agrees that this Agreement can be terminated if CHC knowingly or intentionally fails to comply with a requirement of that subchapter.

**Dispute Resolution.** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and CHC to attempt to resolve any claim for breach of contract made by CHC that cannot be resolved in the ordinary course of business. CHC shall submit written notice

of a claim of breach of contract under this Chapter to the Associate Vice President for Finance & Administration and CFO of Customer, who shall examine CHC's claim and any counterclaim and negotiate with CHC in an effort to resolve the claim.

**Access to Agency Data.** If, and only to the extent that, CHC will have access to Customer's data in the Products and Services, pursuant to Section 2054.138, *Texas Government Code*, CHC shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, security controls that are substantially similar to those available at <https://it.tamu.edu/policy/it-policy/controls-catalog/index.php>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of Customer's data. CHC shall periodically provide Customer with evidence of its compliance with the Security Controls within thirty (30) days of Customer's request.

**Cybersecurity Training Program.** In the event that CHC's employees, officers, and/or subcontractors who are performing work under this Agreement and will have access to Customer's computer system and/or database under this Agreement, CHC's employees, officers, and/or subcontractors must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, and selected by Customer. The cybersecurity training program must be completed by CHC's employees, officers, and/or subcontractors during the term and any renewal term of this Agreement. CHC shall verify completion of the program in writing to Customer within the first thirty (30) calendar days of the term and any renewal term of this Agreement. CHC acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for Customer to terminate this Agreement for cause in accordance with the provisions of this Agreement.

**Certification Regarding Boycotting Israel.** To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, CHC certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the Term of this Agreement. CHC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, CHC certifies CHC is not engaged in business with Iran, Sudan, or a foreign terrorist organization. CHC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Delinquent Child Support Obligations.** Under Section 231.006, *Texas Family Code*, CHC certifies that CHC is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Certification as to Discrimination Against Firearm Entities.** Pursuant to *Texas Government Code* Chapter 2274, CHC certifies that CHC (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.



**Certification as to Boycotting Energy Companies.** Pursuant to *Texas Government Code* Chapter 2274, CHC certifies that CHC does not currently boycott energy companies and will not boycott energy companies during the term of this Agreement. For purposes of this provision, “boycott energy companies” has the meaning provided in *Texas Government Code* Section 809.001.

**HUB Subcontracting Plan.** It is the policy of the state of Texas and Customer to encourage the use of Historically Underutilized Businesses (“HUB”) in contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in Customer contracting and purchasing. CHC will use good faith efforts to subcontract work performed under this Agreement in accordance with the HUB subcontracting plan attached hereto as Exhibit C (“HSP”). Except as specifically provided in the HSP, CHC will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, CHC will comply with all of its duties and obligations under Section 20.285 of the *Texas Administrative Code*.

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Customer to enter into certain terms and conditions of this Agreement, including, but not limited to, disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements, and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”). Terms and conditions related to the Limitations will not be binding on Customer except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Customer nor any other conduct, action, or inaction of any representative of Customer relating to this Agreement constitutes or is intended to constitute a waiver of Customer’s or the state’s sovereign immunity.

## **Exhibit 6**

### **Confidential and Proprietary Solution Order Terms**

1. License Fees Table 2 of Exhibit 1;
2. Exhibit 2 Decision Support Terms of the Solution Rider in its entirety;
3. The Third Party Solutions column of the CHC Solution Table in Exhibit 1;
4. The Third Party Solutions column on Table 1 in Exhibit 1; and
5. Exhibit 4 End-User Pass-Through Terms in their entirety.

**EXHIBIT 7**  
**IMPLEMENTATION, EDUCATION, and CONSULTING SERVICES**  
**InterQual Medical Review Services**

*Termination of Services under The Texas A&M University System Health Science Center License # 10264*

**1.0 TERMINATED SERVICES (MHS18300-COS-1)**

This Exhibit 7, also referred to as Change of Scope MHS18300-COS-1 (the "COS") terminates all The Texas A&M University System Health Science Center Services from Services Order No. MHS18300 ("MHS18300") and applies any paid fees to the new Services Order MHS18850 under The Texas A&M University System Health Science Center License No. 18881.

Table 1: Terminated Services

InterQual MRS Services	Fee (Year 1)
<u>InterQual Medical Review Services (Core)</u>  Medical Review implementation services for internal use with Customer's care management system including Single Sign On ("SSO") <ul style="list-style-type: none"><li>• Facility: Jack County Hospital District dba Faith Community Health Systems dba Faith Community Hospital</li><li>• Alliance Partner: Meditech's Expanse</li><li>• Services include a single installation instance</li><li>• InterQual Connect SSO integration configuration, facility setup and testing coordination</li><li>• User rollout consulting support</li><li>• Facility provisioning</li><li>• Remote Project Management and Technical Support during the active implementation project.</li></ul> <div>Material 74052995</div>	\$6,000.00
Fixed Fee:	\$6,000.00

## EXHIBIT 8

### IMPLEMENTATION, EDUCATION AND CONSULTING SERVICES TERMS

#### InterQual Medical Review Services

Transfer of Services to The Texas A&M University System Health Science Center License No. 18881

#### 1.0 Service Pricing (MHS18850)

This Exhibit 8 transfers services from The Texas A&M University System Health Science Center terminated License No. 10264 to the new The Texas A&M University System Health Science Center License No. 18881

Table 1: InterQual Services for The Texas A&M University System Health Science Center – College Station TX

InterQual MRS Services	Fee (Year 1)
<u>InterQual Medical Review Services (Core)</u>  Medical Review implementation services for internal use with Customer's care management system including Single Sign On ("SSO") <ul style="list-style-type: none"> <li>• Facility: Jack County Hospital District dba Faith Community Health Systems dba Faith Community Hospital</li> <li>• Alliance Partner: Meditech's Expanse</li> <li>• Services include a single installation instance</li> <li>• InterQual Connect SSO integration configuration, facility setup and testing coordination</li> <li>• User rollout consulting support</li> <li>• Facility provisioning</li> <li>• Remote Project Management and Technical Support during the active implementation project.</li> </ul> Material 74052995	\$6,000.00
<b>Fixed Fee:</b>	<b>\$6,000.00</b>

#### **Payment Terms - Services Fees**

\$6,000.00 due upon is executed by both parties. Services fees paid toward the terminated Services (MHS18300) will be applied towards the Services fees as listed herein (Table 1). Assuming terminated Services fees have been paid, the estimated amount due is \$.00.

\* plus any applicable taxes

## ASSUMPTIONS

1. Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Training Services ("Services Guide").
2. Services will be delivered remotely.
3. If Customer identifies a business or technical need that falls outside the scope of the Services, the Change Control Process will be invoked as per the Services Guide. Services will be billed at the rates as per the Services Guide.
4. The implementation timeline will be dependent upon the availability of required feature/functionality from the validated Alliance Partner identified in Table 1 of this Exhibit.
5. Customer will dedicate adequate corporate-level staff to implement, including an executive sponsor, business owner, project manager, and subject matter experts in clinical, business, claims, and technical areas.
6. Change Healthcare will support Customer with integration configurations including the Medical Review Services Application Program Interface configuration and Facility provisioning. Customer is responsible for User provisioning.
7. The Protected Health Information ("PHI") option defaults to *off*. Customer must have a BAA in place to enable the PHI option.

## SINGLE SIGN-ON ("SSO") PROJECT DELIVERABLES AND ASSUMPTIONS

SSO Integration Services will be provided during the active implementation project. Change Healthcare will create organization and facilities internally that match the Customers requirement to allow for SSO communication to match to a Change Healthcare entity. If required, Customer may need to purchase a Class 2 Certificate for SSO. SSO Services include:

1. The SSO Software is configured to act in the Service Provider ("SP") role to enable the SSO use case.
2. Customer will be responsible for program development to accommodate the SSO requirements.
3. Review SSO functionality and assist Customer with configuration of SSO software to meet requirements based on SSO functionality capabilities.
4. Assist with SSO validation and testing.
5. Change Healthcare will provide technical consulting support during the SSO integration which will provide access to InterQual Connect via an authentication token.

## OUT OF SCOPE

1. System integrations outside those identified above.
2. Customer's staff is responsible for rollout and will provide training to end users.
3. The project excludes updates to the Application Program Interface for passing of information for alternate or authorization identifiers. The Medical Review ID will be passed in the XML.
4. Configuration of payer catalog or business rules, as well as any InterQual Connect user interface, is out of scope for this project as those components are managed within the UM/CM system or the portal.
5. InterQual Customize education and consulting services not outlined in Table 1 of this Exhibit.

Texas A&M University System Health Science Center  
Customer No. 1052485  
Contract No. 37625  
Quote No. 187534  
January 17, 2023

## DEFINITIONS

**“Fixed Fee (“FF”)”** means that the Services will be delivered by Change Healthcare at a set price considering the project scope and the time and resources necessary to complete the Services.