



**WORK ORDER
No. 1**

This Work Order is entered into effective this 22nd day of August, 2023 ("Effective Date"), pursuant to that certain Master Agreement between SureTest, Inc. ("SureTest") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Client") effective August 22, 2023 (the "Agreement"). This Work Order is subject to the terms and conditions stated in the Agreement.

I. Scope of Work

SureTest will provide Client with a test automation solution in which SureTest will develop and implement automated testing of Client's EHR application (the "SureTest Solution") as more fully described in **Exhibit A, Service Description**.

II. Term

This Work Order shall begin on the Effective Date and continue for three (3) years (the "Initial Term"). It is assumed that the project will commence within 10 days from the Effective Date with a kick-off call with the Client. As documented in the Timeline in Exhibit A, timely cooperation from the Client's internal team is essential to meet the due dates.

III. SureTest Solution Fee

The SureTest Solution Fee for the Initial Term shall be as follows, subject to adjustments as set forth in Section IV below:

| | |
|--|-------------|
| NUMBER OF WORKFLOWS | 350 |
| DESCRIPTION OF 3-YEAR PROGRAM | FEE |
| SureWorks Library, Platform License*, SureMethod Workflow Capture, Development of Customized Test Scripts, Validation and Deployment of SurePersona Engine, and Continual Development and Support Services | \$1,560,000 |

* Platform License for Eggplant is subject to Client's acceptance of the then current Keysight Technology EULA available at: www.keysight.com/find/sweula.

- SureTest will provide customer support and shall be Client's primary contact, but SureTest is not responsible and shall have no liability for the performance of the Eggplant products. Client's recourse in connection with the performance of Eggplant products, if any, shall be solely against Keysight.

The SureTest Solution Fee is based on:

- The Scope of Work set forth herein, including Exhibit A. If changes in timing, roles, responsibilities, assumptions, or scope dictated or caused by Client, requiring SureTest to expend additional time or resources, an Addendum to the Work Order with associated fees will be submitted to Client for prior approval.
- This pricing is valid until August 31, 2023.
- This pricing reflects a unified build and assumes use only in one Client Test Environment located at Client’s Site.

SureTest Solution Fees shall be due on the following schedule:

| DUE | DESCRIPTION | AMOUNT | PAYMENT |
|---|--|---------------|--------------------------------|
| Half of Year 1 Fee | SureWorks Library, Platform License, Sure Method, Workflow Capture, Development of Customized Test Scripts, Deployment of SurePersona Engine, and Continual Development and Support Services | \$380,000 | Upon receipt of invoice |
| Remaining Year 1 Fee | Due 90 Days after Effective Date | \$380,000 | Net 30 days receipt of invoice |
| Year 2 Fee Due 1 st Anniversary Effective Date | Continual development and support | \$400,000 | Net 30 days receipt of invoice |
| Year 3 Fee Due 2 nd Anniversary Effective Date | Continual development and support | \$400,000 | Net 30 days receipt of invoice |

IV. Adjustments To Fees

During the Initial Term and any Renewal Term, the SureTest Solution Fees are subject to adjustments as follows:

- Sales and Use Tax. Fees are subject to applicable sales and use tax, unless Client provides SureTest with a copy of its applicable tax exemption certificate within 30 days of the Effective Date
- Additional Workflows. Client can add additional Workflows to the initial 350 in groups of 25 at \$3,000 per month for the remaining months of the Initial or

any Extension Term to include the initial and continual development/support. Client will be invoiced an additional fixed fee for each group of 25 Workflows at the time that work commences. The Annual Fee during the Extension Term shall be adjusted to reflect the additional Workflows added during the Initial or Extension Term. These fees are also subject to the adjustment in subsection B above.

V. Expenses

The services shall be provided remotely, and travel expenses are not anticipated. If travel to Client site is required, SureTest shall be entitled to reimbursement of all approved project related expenses including travel, lodging and meals.

VI. Ownership of Work Product and Licensing

Anything to the contrary contained in the Agreement notwithstanding, all right, title and interest (including copyright and other proprietary or intellectual property rights) in and to any deliverable, including but not limited to Test Scripts, reports, documents, concepts, processes, software, designs, specifications and other tangible products or materials developed, created or produced by SureTest, including deliverables provided to Client, in the course of the performance of work under this Agreement ("Work Product") and all legally protectable elements, derivative works, modifications and enhancements to it, as well as all ideas, techniques, processes, methodologies, innovations, skills and know-how ("Innovations") created, developed or learned by SureTest in the course of providing Solution hereunder, and all intellectual property rights associated with all of the foregoing, shall be the sole and exclusive property of SureTest.

Upon termination of this Work Order other than as a result of Client default, SureTest agrees to grant to Client a non-exclusive, perpetual, limited, non-transferable, royalty-free license to use Client's SurePersona Engine in Client's business as a provider of healthcare services. This license shall extend only to those Client locations which are identified in this Work Order (or addendums) and which are specifically covered by the Continual Development and Support Services set forth here. Client agrees that its use of Client's SurePersona Engine shall be limited to its own internal operations, and shall not be marketed, transferred, sold or licensed to any other person or organization, nor used to provide service bureau, consulting, or other services to any third party, nor used in any way to develop a competing product or service and Client shall be solely responsible for ongoing maintenance of Client's SurePersona Engine.

VII. Termination

Client can terminate this Work Order in the event of material breach that is not cured within thirty (30) days of written notice. In the event Client terminates this Work Order for a material breach, SureTest shall reimburse Client the pro-rata amount of fees paid for any Scope of Work Phase that has not been completed prior to such termination. This Work Order may be terminated by Client upon thirty (30) days' prior written notice for its convenience.

This Work Order may be terminated by Client upon thirty (30) days' prior written notice if sufficient funds are not allocated to continue payments set forth in this Work Order. In the event of termination due to a lack of appropriations, Customer will pay SureTest for all undisputed fees and expenses related to the Work Order received prior to the effective date of termination.

By signing below, the parties agree and accept the terms set forth in this Work Order.

ACCEPTED BY CLIENT:

San Bernardino County on behalf of Arrowhead Regional Medical Center

| | | |
|----------------------------|------------------------------------|-------------|
| By <u><i>Dawn Rowe</i></u> | Chair, Board of Supervisors | AUG 22 2023 |
| SIGNATURE | TITLE | DATE |

| |
|---|
| Please provide your payment processing information below: |
| A/P Contact Name: |
| A/P Email or Mailing Address: |
| A/P Phone Number: |
| Will Client assign a Purchase Order number? |
| <i>If Client is tax exempt, send certificate to: dbrewer@suretest.health</i> |

ACCEPTED BY SURETEST:

| | | |
|------------------------------|-------|------------|
| By <u><i>Laura Toole</i></u> | CEO | 08/10/2023 |
| SIGNATURE | TITLE | DATE |



SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
 LYNNA MONELL
 Clerk of the Board of Supervisors of the County of San Bernardino
 By *[Signature]*
 Deputy

EXHIBIT A

SERVICE DESCRIPTION

Location/Site in Scope (Client Test Environment)

Arrowhead Regional Medical Center
400 N. Pepper Av.
Colton, CA 92324

I. Scope of Work

SureTest will provide Client with a test automation solution in which SureTest will develop and implement automated testing of Client's EHR application (the "SureTest Solution"). The scope includes development, implementation and deployment of automated testing of Client Workflows and continual development and support of Client's testing functions through EHR updates.

II. Definitions

"**Client Test Environment**" refers to the hardware and software environment owned by the Client and housed at Client's designated hosting Site, including the following components/features:

- 1 VM Server: Hosts Eggplant Manager (accesses script repository and stores script results)
- 3 VM "SUT" workstations: Serving as the "system under test" against which scripts are executed
- Single Client Test Environment shall access EHR test application environment only; access is secured via Active Directory credentials established by Client during implementation

"**EHR**" means Client's electronic health records application which is provided to Client by EPIC.

"**Integrated Test Script**" is a combination of multiple test scripts that create one continuous automated script for a patient journey at any step from intake to discharge and through the revenue cycle. For more information on the relationship between Workflows, Test Scripts, and Integrated Test Scripts – see Exhibit B.

"**Platform**" means Eggplant or other mutually agreed to third-party software application which SureTest uses to develop test scripts and execute automated testing functions.

"**Site**" means 400 N. Pepper Av. Colton, CA 92324.

"**SureMethod™**" is SureTest's framework for Workflow capture and Test Script development.

"**SurePersona™ Engine**" means the SureTest computer configuration that utilizes the Eggplant software to develop Client-specific automated test scripts and has the following features:

- Does not access, use, or store any Client-provided data or information except Client-provided workflows and test information
- May access Client Test Environment to load Test Scripts and maintain SureTest Solution via remote access

"**SureWorks™ Library**" is SureTest's collection of automated Workflows that SureTest leverages to create Test Scripts for Client.

"**Test Script**" means a group of workflows used to test a manual or automated software application. For more information on the relationship between Workflows, Test Scripts, and Integrated Test Scripts – see Exhibit B.

"**Workflow**" means those series of actions or steps performed by a unique computer user from login to logout to accomplish a specified task which are identified by Client and SureTest for automated testing development by SureTest. For more information on the relationship between Workflows, Test Scripts, and Integrated Test Scripts – see Exhibit B.

III. Engagement Approach and Work Phases

A. Engagement Approach

The SureTest Solution will be delivered in four (4) phases of work:

- ⦿ Workflow Identification and Prioritization
- ⦿ Workflow Capture
- ⦿ Initial Development and Deployment
- ⦿ Continual Development and Support

In each phase, SureTest will coordinate with Client to deliver a SureTest-managed automated testing program that delivers high-value efficiencies for Client. The Solution Team will consist of an Engagement Manager and Test Development Engineer(s) who will utilize the Eggplant Platform.

B. *Work Phases*

Workflow Identification and Prioritization. Client and SureTest will work together to identify and prioritize Client's Workflows to be included in this Work Order.

- ⦿ **SureTest Resources:** Engagement Manager

- **Client Resources:** Client team members required to identify and prioritize Workflows for automated testing.

Workflow Capture. Each Workflow is captured by our workflow capture process facilitated by SureTest. These sessions are typically scheduled for two (2) to three (3) consecutive weeks, as necessary and includes one capture session per Integrated Test Script.

- **SureTest Resources:** Engagement Manager, Test Development Engineer (s)
- **Client Resources:** Team member (analyst/SME), chosen with knowledge of electronic workflow steps needed for each of the workflows

Initial Development and Deployment. SureTest will develop and deploy automated Test Scripts to match the Client Workflows from the Workflow Capture phase. Occasionally, SureTest will have follow-up questions for the Client team member(s) who helped capture the workflow during the development of these scripts. As SureTest completes each Test Script, a video of the automated script running in Eggplant, will be captured and made available to the Client resource(s) for validation purposes.

- **SureTest Resources:** Engagement Manager, Test Development Engineer(s)
- **Client Resources Required:** Team member(s) who completed each of the above Workflow Capture sessions

Continual Development and Support. The Continual Development and Support phase will begin when the first Test Script is delivered to Client as validated and ready for use. Continual Development and Support Services include:

- Updates of Test Scripts created during the development phase of the Solution due to future EHR releases and changes to the included Workflows
- Client Test Environment and Platform maintenance and updates, including testing of break fix and optimization
- **SureTest Resources:** Engagement Manager, Test Development Engineer(s)
- **Client Resources:** Team member(s) as needed for clarification/questions who participated in the above Workflow Capture sessions.

Continual Development and Support applies to the Test Scripts under this Work Order and does not include updates or fixes to Test Scripts due to Client initiated modifications that would require additional new Test Scripts or additional Workflows to existing Test Scripts (e.g. adding an additional EHR module) which must be added by separate Work Order.

IV. SureTest Solution Deliverables

- A. SureTest will develop Client-specific automated Test Scripts for up to 350 identified and prioritized Workflows.
- B. Client will receive video documentation for each Test Script to be used by Client for validation purposes after which Client will provide sign-off that the Test Script conforms to the original specifications. Client may also use videos for staff training.
- C. SureTest will provide updates on a mutually agreeable timeline for implementing updates to the Test Scripts and continual monitoring of automated testing dashboard, documentation and notification of test results, consultation and break fixes for test script failures.
- D. A typical development of Test Scripts for the identified Workflows will be completed within nine (9) months after the Effective Date, assuming timely cooperation from the Client's internal team.

V. Solution Requirements

- A. Client Requirements: Client is responsible for the following:
 - The fully functional Client Test Environment in place prior to the start of and throughout the Term hereof
 - Remote access to the target Test applications in Scope
 - Local administrative and RDP access to Client Test Environment
 - Client resources to provide required Client input on a timely basis, including subject matter experts and analysts, who shall be accountable for all pre-meeting preparation, including the on-time delivery of the needed workflows to allow the Workflow Capture sessions to be completed in a timely manner
 - Server and workstations adherence to Client organizational backup and business continuity policies
 - Note: No unique system maintenance for the server and workstations is required in addition to or outside of standard Client policies
 - Appropriate test data.

- Dedicated "test" users utilized by the scripts (optionally, encrypted) should be duplicates of either existing 'generic' user accounts, or accounts specifically created for system testing purposes; real user accounts (clinicians, analysts, etc.) will not be utilized
- Dedicated test users shall not be used outside of automated testing
- Note: Other than this test data, SureTest shall not at any time have possession of or access to any Client personnel information, PHI, or other Client data
- Client Test Environment shall access EHR test application environments only; access is secured via Active Directory credentials established by Client during implementation
- The security of Client's data, including reasonable anti-virus protection and system backup.
- Necessary storage space for functional videos (if desired)

B. SureTest Requirements: SureTest is responsible for the following:

- SurePersona Engine with ability to connect to Client Test Environment
- Maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality, and integrity of all Client data in the SurePersona Engine
- Maintain anti-virus software on all SureTest supplied resources utilized for the provision of any work
- Coordinate remote access to Client system

C. General Requirements

- No testing activities, or script building activities, or any other activities under this Work Order, will involve use by SureTest of, or access to, any Client production environment
- No Active Directory credentials are stored within scripts or in plain text form
- PHI shall not be part of the program. The scripts are intended to be executed on TEST environments only, which, by nature, should not contain any real patient data

TIMELINE

| Due Date (from WO execution) | Description | Owner |
|---|---|------------------------------|
| 10 days | Schedule and Conduct Solution Kickoff Call | Client/SureTest |
| 30 Days | Client identifies liaison to work with SureTest | Client |
| 30 Days | Confirm which scripts will be recorded | SureTest/Client Test Liaison |
| 45 Days | Client liaison coordinates Testing Team members participating in recording sessions | Client Test Liaison |
| 45 Days | Schedule workflow capture sessions | SureTest/Client Test Liaison |
| 45 Days | Establish Remote access for SureTest Team Members | Client |
| 60 Days | Digitally capture and document manual testing workflows | SureTest |
| 60 Days | Set up technical architecture for Eggplant | Client |
| 90-180 Days | Review and Approve Automation Validation Videos | Client |
| 90-270 Days | Deploy Automation in Client's Test Environment | SureTest |

EXHIBIT B

