

Statement of Work #2

This Statement of Work # 2 (this “SOW”) is effective as of date of full execution (the “Effective Date”) and is entered into by San Bernardino County on behalf of Arrowhead Regional Medical Center (the “Client”) and Q-Centrix LLC, including its affiliates, subsidiaries, and parent company (collectively, (“Q-Centrix”).

This SOW is issued in accordance with the Master Agreement effective as of February 14, 2024 (the “Agreement”). This SOW is described under the Agreement and is subject to all terms of the Agreement. All capitalized terms not defined in this SOW shall have the meanings from the Agreement. Consistent with and in accordance with the terms of the Agreement, Q-Centrix will provide the Solutions in accordance with the following:

1. Term. Unless specified below as one-time, backlog, or temporary in nature, the (“Term”) of this SOW will commence on the Effective Date and will continue for the remainder of the Term of the Agreement.

2. Requested Solutions. The Client requests the specific Solutions described below.

Cancer	Est. Monthly Quantity	Unit Price	Est. Monthly Total
Cancer - Case Finding (Q-Apps) (H)	17	\$79.00	\$ 1,343
Cancer - Follow up (Q-Apps) (H)	2	\$79.00	\$ 158
Cancer - Primary (Q-Apps) (H)	63	\$79.00	\$ 4,977
Cancer - Submissions and Audits (Q-Apps) (H)	1	\$79.00	\$ 79
Cancer - Treatment Updates (Q-Apps) (H)	1	\$79.00	\$ 79
			\$6,636

Cancer	Monthly Total
Cancer Program Accreditation Management	\$ 1,870.00
Cancer Registry Operations	\$ 2,500.00
\$4,370.00	

Platform Fees*	Annual Total
Q-Centrix Platform	\$ 16,000.00
	\$16,000.00

Apps Included with Platform Fees*	Quantity
Capture-Submit-Analytics - Oncology	1
Oncology Market Analytics	1
	2

One-Time Fees	Total
Implementation Fee	\$ 6,000.00
	\$6,000.00

Est. First Year Cost: \$ 154,072

Est. Ongoing Annual Cost: \$ 148,072

3. Planning Meeting. Q-Centrix and the Client shall have an implementation planning meeting within a reasonable period of time after the SOW Effective Date to establish a schedule to provide the Solutions to the Client.

4. Invoicing Details.

- a. In the case of any Platform related Pricing, invoicing will commence the first month following the Effective Date. Unless expressly agreed otherwise in this SOW, the Client will be invoiced and will pay for each 1-year period. Each year on the anniversary of the Effective Date, the Client will pay for another year in advance of the upcoming year.
- b. In the case of any Clinical Data Management Services related Pricing, invoicing will commence after the first services are provided. The Client will be invoiced and will pay for each period, typically one month in arrears.
- c. **Capture/Submission to Registries and CMS.** Clinical Data Management Services that have a “UR” or “Q-Apps” in the product name include capture/submission technology functionality for the applicable governing body. Unless this designation is present, the Client is responsible for any of its own internal costs, including requisite third-party software, that perform this function.
- d. Implementation Fees will be invoiced upon execution and are non-refundable.

5. Describe any custom details below, if any.

- a. This SOW may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same SOW. The parties shall be entitled to sign and transmit an electronic signature of this SOW (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed SOW upon request.
- b. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**
Contractor has disclosed to the County using Attachment A – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

[SIGNATURE PAGE FOLLOWS]

By signing below, you indicate that you (a) have the authority to enter into this Agreement, including on behalf of any individual hospitals, divisions, or sites of the Client, and (b) accept and agree to the terms and conditions above as of the Effective Date.

Q-Centrix: Q-Centrix LLC

Signature:

Bethany Stanley

Printed Title:

VP Growth Business Development

Date:

Client: San Bernardino County on behalf of
Arrowhead Regional Medical Center

Signature:

Printed Name:

Dawn Rowe

Printed Title:

Chair, Board of Supervisors

Date:

The address for any notices to Q-Centrix is updated to the following:

Q-Centrix, LLC
c/o MRO Corporation
1000 Madison Ave, Ste 100
Norristown, PA 19403
Attn: LEGAL

Payments should be sent to (no change):

Q-Centrix LLC
PO Box 735679
Chicago, IL 60673

Descriptive Schedule for Cancer Data Services

- I. **Commission on Cancer and State Reporting with Case Finding.**
 1. Unless specifically described in the Pricing table, the Client shall perform case ascertainment (“Case Finding”) to capture any reportable cases in accordance with the current version of the Commission on Cancer’s standards manual (“CoC Standards”). If listed in the Pricing table, Q-Centrix shall be responsible for performing the foregoing Case Finding;
 2. In accordance with any relevant data standardization guidelines, Q-Centrix shall abstract data as appropriate for the year of diagnosis for any specific case;
 3. In accordance with CoC Standards, Standard 6.5, Q-Centrix shall monitor and obtain patient outcome (“Follow-Up”) information;
 4. Q-Centrix shall comply with all policies and procedures in compliance with State mandated data collection and submission requirements;
 5. During the Term, Q-Centrix shall provide to the Client reasonable assistance with any relevant State audit reviews;
 6. Q-Centrix shall comply with policies and procedures in compliance with Federal and State mandated case completion and data reporting requirements. Q-Centrix shall comply with policies and procedures in compliance with all reasonable case completion and data reporting requirements as determined by the Client’s cancer committee;
 7. Q-Centrix shall monitor and provide documentation of the Client’s assigned personnel’s credentials and continuing education through the National Cancer Registrars Association (NCRA) in compliance with CoC Standards, Standard 4.3. Q-Centrix may use non-ODS personnel to provide the Solutions. If non-ODS are used, then Q-Centrix will provide the Client Q-Centrix’s plan for supervision, quality control, education, and training activities for non-ODS (the “Plan”). The Client hereby acknowledges that it is responsible for ensuring the Plan is brought before the Client’s Cancer Committee and documented as approved. Q-Centrix may begin providing the Solutions with any non- ODS in anticipation of this approval. If the Cancer Committee does not approve, the Plan, Q-Centrix will remove the non-ODS but would not reperform any work previously completed.
 8. Pricing for the Solutions is based on estimated monthly quantities provided by the Client. Notwithstanding the pricing quoted, Client understands that Q-Centrix will complete all work necessary to meet/ comply with the CoC Standards, or other applicable registry standards. In the event that volumes are less or greater than the estimates provided, Client understands that it will be billed based on actual amounts experienced. Client authorizes Q-Centrix to complete any and all work to comply with CoC Standards.
- II. **Management and Consultation.** Q-Centrix shall manage and administer the cancer registry data retrieval, data entry, and data quality control operations (as described in this Schedule), including monitoring and evaluating its employees’ productivity and workflows.
- III. **Data Quality.** Q-Centrix shall perform, and the Client shall assist with, a series of assessments on the Client’s data quality as part of the implementation process. Q-Centrix shall then develop and provide to Client a data quality plan designed to improve the completeness, accuracy, conciseness, and consistency of data in the registry. Thereafter, Q-Centrix shall monitor and evaluate the quality of data on all Q-Centrix oncology abstractors assigned to the Client’s facilities in accordance with the data quality plan.
- IV. **Backlog.** The parties agree that any cancer/oncology cases that are more than 6 months from the first contact date are considered “Backlog”. Regardless of whether the agreement this Schedule is attached to specifically identifies any Backlog, to the extent Q-Centrix completes these cases, the Client will pay the Pricing described and Q-Centrix will endeavor to complete all necessary and corresponding work (e.g., follow-ups) as it applies to those cases. To the extent there is a material amount of Backlog (i.e., where Backlog exists 9+ months beyond first contact date), Q-Centrix may request written confirmation before beginning the provision of any Solutions, but it is not required to

receive such permission prior to beginning such work. Further, any timelines to “complete” Backlogs (e.g., ensure that all cases are within 6 months of treatment date) are estimated in nature and Q-Centrix will not be held to such timelines unless specified in a signed, written amendment to the Agreement (email is insufficient to bind Q-Centrix to any deadlines of this nature).

V. Training and Education.

1. Q-Centrix shall provide its employees educational opportunities and training to enhance its employees’ relevant knowledge and skills, including training to facilitate accurate data collection (as described in Schedule 2, Section IV);
2. Q-Centrix shall ensure that its employees acquire or maintain any educational requirements for relevant credentials, including ensuring that ODS and other personnel are in compliance with the CoC Standards regarding Cancer Registrar Education (as described in CoC Standards, Standard 4.3).

Descriptive Schedule for Cancer Program Accreditation Management

American College of Surgeons Cancer Programs
Commission on Cancer ("CoC")

I. Ongoing Program Review

1. Q-Centrix shall provide the Client with resource templates to track compliance with the applicable CoC's standards ("CoC Standards");
2. Q-Centrix shall review the Client's cancer committee ("Cancer Committee") meeting minutes for the then-current survey cycle to perform a gap analysis;
3. Q-Centrix shall provide education to the Cancer Committee members on any CoC Standard changes throughout the year;
4. Q-Centrix shall provide ongoing training and education to new and existing Cancer Committee members, as requested by Client.

II. Meetings and Surveys

1. Q-Centrix shall attend the Cancer Committee meeting quarterly;
2. Q-Centrix shall attend the Client's ad-hoc CoC planning meetings ;
3. Q-Centrix shall review meeting minutes after Cancer Committee meetings and provide feedback on documentation as it relates to the CoC Standards;
4. Q-Centrix shall collaborate with the cancer program administrator to discuss agenda items, use of any CoC templates, and annual reporting requirements;
5. Q-Centrix shall provide guidance to the Client on completing any CoC pre-review questionnaires ("PRQ") prior to survey.

III. Client Responsibilities

1. Client shall provide a designated cancer program liaison to Q-Centrix staff;
2. Client shall monitor, assess, document, and identify compliance with the current CoC Standards;
3. Client shall provide all support and clerical services to the Cancer Committee and any cancer conferences or tumor boards;
4. Client shall provide Q-Centrix with appropriate access to electronic source documents, PRQs, if applicable, and any software systems necessary to fulfill its obligations under the Agreement.

Descriptive Schedule for Cancer Registry Operations

I. Details.

1. Q-Centrix shall implement policies and procedures in compliance with Federal and State mandated case completion and data reporting requirements. Q-Centrix shall implement policies and procedures in compliance with all reasonable case completion and data reporting requirements as determined by the Client's cancer committee;
2. Q-Centrix shall comply with the Client's release of data information requests and the Client's approval policy for any cancer registry data requests;
3. Upon request by the Client, Q-Centrix shall generate standardized and primary site-specific reports available in registry software;
4. Q-Centrix shall participate in special studies, as selected by the CoC (as described in the current version of the Commission on Cancer's standards manual ("CoC Standards"), Standard 9.2);
5. Q-Centrix shall ensure the Client's data participation for the Rapid Cancer Reporting System (RCRS) (as described in the CoC Standards, Standard 6.4);
6. Q-Centrix shall establish policies and procedures to ensure compliance with the established quality criteria and resubmission deadlines specified in the CoC's National Cancer Data Base (NCDB) annual Call for Data (CoC Standards, Standards 6.2 & 6.3);
7. In accordance with the guidance of the cancer committee, Q-Centrix shall perform data reconciliation utilizing the CoC's quality reporting tools (CoC Standards, Standard 7.1);
8. Q-Centrix shall maintain assigned personnel's credentials and continuing education through the National Cancer Registrars Association (NCRA) in compliance with CoC Standards, Standard 4.3.

II. Management and Consultation.

1. Q-Centrix shall manage and administer the cancer registry data retrieval, data entry, and data quality control operations (as described in Section III below), including:
 - i. Providing the Client any information necessary for the Pre-Review Questionnaire (PRQ) (CoC Standards, 4.3 and Chapter 6);
 - ii. Reviewing and revising as necessary the Client's cancer registry policy and procedure manual;
 - iii. Providing assistance to the Client regarding the inclusion of studies and data capture for the NAPBC breast accreditation in satisfaction of CoC Standards, Standards 2.3 and 2.4 (if applicable);
 - iv. Monitoring and evaluating Q-Centrix's employees' productivity and workflows;
 - v. Participating as a required member of the cancer committee (CoC Standards, Standard 2.1); and
 - vi. Utilizing CoC Datalinks and NCDB reporting tools to support CoC Standards.

III. Data Quality.

1. Q-Centrix shall perform, and the Client shall assist with, a series of assessments on the Client's data quality as part of the implementation process. Q-Centrix shall then develop and provide to the Client a data quality plan designed to improve the completeness, accuracy, conciseness, and consistency of data in the registry. Thereafter, Q-Centrix shall monitor and evaluate the quality of data on all Q-Centrix oncology abstractors assigned to the Client's facilities in accordance with the data quality plan, provide reports to the cancer committee summarizing quality control activities, and monitor registry operations and data quality for accuracy, completeness and timeliness (CoC Standards, Standard 6.1).

IV. Training and Education.

1. Q-Centrix shall provide its employees educational opportunities and training to enhance its employees' relevant knowledge, data quality output, and skills, including training to facilitate accurate data collection;

2. Q-Centrix shall ensure that its employees acquire or maintain any educational requirements, including ensuring that personnel are in compliance with the CoC Standards, Standard 4.3.

V. Client Responsibilities.

1. The Client shall provide Q-Centrix's employees with access to IT resources and support in order to ensure Q-Centrix has access to any required systems, including, but not limited to the cancer registry, inpatient and outpatient medical records necessary to abstract, and any other software packages and services necessary for Q-Centrix to fulfil its obligations.
2. The Client shall cooperate with, and respond on a timely basis to, the formal process for requests of cancer registry information.
3. The Client shall provide a designated liaison to Q-Centrix's employees.
4. The Client shall ensure the appropriate cancer care leadership structure is in place to monitor, assess and identify compliance with the current CoC Standards.
5. The Client shall provide all support and clerical services for the CoC required cancer committee, cancer conferences, and tumor boards.
6. The Client shall provide Q-Centrix employees with appropriate access to electronic source documents, Pre-Review Questionnaires (PRQ) if applicable, and any software systems necessary for Q-Centrix to fulfill its obligations.

Descriptive Schedule for Q-Centrix Platform for Cancer Data

For Cancer Data Services, the Q-Centrix Platform includes the following:

- I. **Overview.** The Q-Centrix Platform powers Q-Centrix's clinical data experts and includes:
 1. State-of-the-art clinical and operational analytics including competitive oncology program intel to ensure patient retention;
 2. Data capture/submission to CoC and state registries with intuitive case-finding;
 3. New outcome reports that make care insights easy;
 4. Transparent quality metrics and billing detail; and
 5. Secure and certified technology that exceeds industry standards.
- II. **SaaS Implementation.** Q-Centrix will customize the implementation process for each of the Client's applicable sites. This activity generally includes the following:
 1. Assign a Project Manager and Dedicated Advisor to assist in the implementation process
 2. Complete facility Profile
 - 2.1 Verify all sites involved consisting of discovery of current oncology registry software vendor(s), site relationships, services offered, CoC Accreditation Status, etc.
 - 2.2 Acquire caseload estimates from each site.
 3. The Client's users
 - 3.1 Identify the Client's administrator that is responsible for items below:
 1. Act on behalf of the Client on decisions related to the Solutions;
 2. To serve as the liaison between site and Q-Centrix;
 3. Ensure all users have an understanding of the terms of the agreement;
 4. Identify Authorized Users allowed access to the Platform by submitting requests to Q-Centrix via e-mail;
 5. Identify access for Authorized Users and define the user privileges;
 6. Maintain and update the roster of Authorized Users to reflect changes in employment relationships;
 7. Coordinate scheduling training webinars with Authorized Users and Q-Centrix; and
 8. Collaborate with Q-Centrix's team to develop business cases.
 - 3.2 To the extent any Authorized User will have access to the capture/submission functionality of the Q-Centrix Platform that is designed for usage only by internal Q-Centrix employees, the Client understands that full functionality may be limited, delayed, or otherwise inaccessible while the functionality in question is developed by Q-Centrix. Under no circumstances may the Client give Authorized User status to any other third party that is not an employee of the Client. For clarity, the Q-Centrix Platform may be in 'beta' format for this functionality until the Client is notified otherwise. The parties will communicate in good faith regarding any material updates to the Q-Centrix Platform and the forgoing limitations.
 4. Complete Implementation Process
 - 4.1 Securely acquiring necessary data files including oncology registry and billing (if applicable);
 - 4.2 Defining the frequency and process of receiving files; and
 - 4.3 Identifying the representative responsible for each data extraction.
 5. Oncology Registry Reviews
 - 5.1 **Oncology Registry Database Quality Review** - To ensure quality data is collected and reliable information is available for administrative planning, accreditation and clinical care outcomes, The Q-Centrix data quality team will conduct a database quality review of the data currently collected in your oncology registry.
 - 5.2 **Oncology Registry Workflow Review** - In preparation for managing your hospital's

oncology registry, Q-Centrix will conduct a registry workflow assessment by evaluating the department's existing operations, workflow and productivity. The Q-Centrix implementation team will identify current processes and opportunities for efficiencies and improvements in areas including case finding, abstracting, follow-up, policies and procedures, physician quality control, data submissions and information requests.

- 6. Data Quality Report**
 - 6.1** Identify potential issues that may have a significant impact on utilizing the Platform.
 - 6.2** Produce a finding report and review with the Client's Administrator
- 7. Facility & Oncology Service Line Initiatives**
 - 7.1** Identify the Client's key goals and initiatives pertaining to the strategic planning
 - 7.2** Identify oncology service line and/or disease specific initiatives.
 - 7.3** Subscriber to provide Strategic Plan, Oncology Program Goals, or Community Initiatives as examples.
- 8. Training**
 - 8.1** Q-Centrix will provide training for all Authorized Users in the format of group webinars to be conducted during the implementation process.
 - 8.2** The Client's administrator will be responsible for coordinating these webinars with Authorized Users.
 - 8.3** AdHoc or individual trainings can be coordinated with Q-Centrix.
- 9. Utilization Report**
 - 9.1** Upon request, Q-Centrix will provide a Utilization Report to the Client team monitoring Authorized User activities.
- 10. Help Desk Support**
 - 10.1** Q-Centrix will provide ongoing Help Desk support at support@q-centrix.com



ATTACHMENT A

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Q-Centrix, LLC (an MRO Company)

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/a

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s): N/a

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/a	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/a		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/a		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/a	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No X

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No X

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: N / A

Name of Contributor: N/a

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.