

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements  
(for U.S. Government End Users)  
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
  
- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
  - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  
  - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
  
  - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

**(r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**(s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

**(t) Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

**(u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

**COMMERCIAL SUPPLIER AGREEMENT  
BETWEEN  
CLIENT  
AND  
CONTRACT ANALYSIS SYSTEMS, LLC**

THIS COMMERCIAL SUPPLIER AGREEMENT (this "Agreement") is made by and between Contract Analysis Systems, LLC ("Supplier"), a Pennsylvania limited liability company with its principal place of business located at 1170 Wheeler Way, Suite 200, Langhorne, Pennsylvania, 19047 and Client ("CLIENT"), as identified in the Schedule(s). In consideration of the mutual covenants and conditions herein contained, the parties agree as follows: DEFINITIONS. For the purposes of this Agreement:

- A. "Affiliate" means any company that (i) controls, (ii) is controlled by or (iii) is under common control of a Party or its parent corporation. A company shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.
- B. "Schedule(s)" means a mutually executed written instrument that sets forth the relevant purchase or acquisition information, term, fees, dates for performance and such other information as the parties deem necessary and appropriate. Schedules shall be consecutively numbered for the purposes of identification. Once signed by both parties, each Schedule shall be incorporated into and subject to the terms of the Agreement.

1. **AFFILIATE RIGHTS.** All of the rights granted to CLIENT hereunder shall extend to all CLIENT Affiliates existing on the Effective Date, as well as to any CLIENT Affiliates hereafter acquired, but only so long as an Affiliate relationship exists.

2. **SERVICES.** Supplier agrees to provide the services as detailed in the applicable Schedule, which includes a description of the Services to be provided by Supplier, the quantity to be delivered, the fees and charges, the date(s) and site(s) for the Services and such other information the parties deem necessary and appropriate (the "Services"). Supplier represents and warrants that all Services shall be performed in a good, professional and workmanlike manner with the highest attention to detail pursuant to the requirements herein and Supplier shall uphold the highest standards of ethical conduct when doing business with CLIENT. Supplier shall perform such Services in the capacity of an independent contractor and not as an employee or agent of CLIENT.

3. **COMPLIANCE WITH CLIENT BRAND STANDARDS.** If Supplier is performing any Services which would require the use of CLIENT's corporate design and/or brand, Supplier shall adhere to CLIENT's standards in the completion of the Services.

4. **INVOICING AND PAYMENT.** Supplier shall invoice CLIENT on a monthly basis and such invoice shall be submitted electronically. Supplier shall accept electronic payments. Each

invoice shall set forth the purchase order number and shall contain detailed entries of work completed.

5. **OWNERSHIP OF MATERIALS.** Unless otherwise agreed to in writing by authorized representatives of the Parties, all original printed materials produced by Supplier and that are unique and customized to CLIENT as part of the Services under this Agreement shall belong exclusively to CLIENT. Supplier hereby irrevocably assigns all copyrights in such materials to CLIENT, including all rights of every kind in the materials for the entire duration of the copyright. No rights are reserved to Supplier. Rights and ownership by Supplier of original materials and programs will not extend to or include all or any part of CLIENT's proprietary data or other Confidential Information, features or deliverables provided by CLIENT that are specific to CLIENT's logos, tag lines, trademarks or copyrighted material or any other material developed or supplied by CLIENT. Unless otherwise agreed to in writing by authorized representatives of the Parties hereto, the proprietary software and hardware developed, utilized and/or provided by Supplier in the performance of Services for CLIENT whether protected by patent, copyright and/or trademark or not, shall remain the property of Supplier (Supplier's Proprietary Property"). CLIENT shall have no rights and/or claims on the Supplier's Proprietary Property.

6. **NO RECOMMENDATION OF PROVIDERS.** Neither the publication of a Provider's name in one or more of CLIENT'S on line provider directories shall not constitute a recommendation of such Provider by SUPPLIER.

7. **PPO NETWORK DATA.** SUPPLIER shall not be held responsible in any way if the data provided by CLIENT or CLIENT's PPO Network Vendor Partners is inaccurate.

## 8. CONFIDENTIALITY

A. Definition of Confidential Information. For the purpose of this Agreement, "Confidential Information" shall include information concerning providers and/or suppliers performing services or providing products for or on behalf of enrollees or members; shall include all financial, technical and other information in any form (including all copies thereof) which is considered proprietary including, but not limited to, information or materials related to the business affairs or conditions of the disclosing party and its Affiliates; policies and/or procedures; strategies or initiatives; or to the design, programs, schematics, specifications, flow charts, and for Supplier any documentation data processing applications and software which includes all VIIAD and VIIAD related software "Confidential Information" also includes any reports, notes, summaries, excerpts, work product, or other documents utilizing or incorporating Confidential Information whether in whole or in part, and oral presentations or discussions describing, elaborating upon, or otherwise relating to Confidential Information. "Confidential Information" also includes any of the disclosing party's intellectual property including patents, patent applications, trademarks, copyrights, trade-secrets, trade dress, and any other intellectual property and/or proprietary information ("Intellectual Property").

- B. Non-disclosure of Confidential Information. The receiving party agrees to use the Confidential Information solely for the purpose stated above and shall limit disclosure of the Confidential Information solely to those employees who are required to access the Confidential Information. Copying and reproduction shall be done to the minimum extent necessary. Neither party shall copy, reproduce, sell, assign, license or disclose any Confidential Information it receives from the other party to any other person, affiliate, firm, or corporation, or other entity or agency. Each party warrants that it will apply commercially reasonable safeguards to protect the Confidential Information received from the other party against unlawful or otherwise unauthorized access, use and disclosure and to take any other steps reasonably necessary to safeguard Confidential Information. Within thirty (30) days of receipt of written request from the other party, each party agrees to return to the other party, or to destroy and to delete from any of its electronic storage devices, all Confidential Information received from the other, in whatever form.
- C. Exceptions. The parties hereto agree that information shall not be deemed proprietary and each party shall have no obligation with respect to any information which:
- i. is or falls into the public domain through no wrongful act of the receiving party;
  - ii. is rightfully received from a third party without restriction and without breach of this Agreement;
  - iii. is approved for release by written authorization of an officer of the disclosing party;
- or
- iv. is already in receiving party's possession as evidenced by its records and is not the subject of a separate non-disclosure agreement.

The receiving party retains the right to disclose the Confidential Information pursuant to the requirements of a governmental agency or operation of law. If legally permissible and to the extent possible, the receiving party will give prior notice to the disclosing party of such disclosure, so that disclosing party, at disclosing party's discretion, may seek confidential or protected status for such Confidential Information. If notice to disclosing party is not legally permissible, receiving party shall use reasonable efforts to receive confidential or protected status for such Confidential Information.

- D. Remedies. Both parties expressly agree that a breach of the Confidential Information section of this agreement by the receiving party, its affiliates or subsidiaries, or an employee is highly likely to cause significant, irreparable harm to the disclosing party and that the disclosing party shall be entitled, in that case, to temporary, preliminary and/or injunctive relief, or any other equitable remedy deemed appropriate by the reviewing court, to protect its interests in its Confidential Information. Should the receiving party learn of a disclosure of the other party's Confidential Information, the receiving party shall immediately notify the disclosing party of the nature of the breach and the Confidential Information that has been disclosed. The receiving party shall take all necessary steps to immediately cure such breach and to ensure no further release of any Confidential Information. Should either party learn of a disclosure of the other party's Confidential Information, such party shall immediately notify the other party of the nature of the breach and the Confidential Information that has

been disclosed. Such party shall take all necessary steps to immediately cure such breach and to ensure no further release of any Confidential Information.

E. Survivability. It is expressly agreed by the parties that the provisions of this Section shall survive the termination, for any reason, of this Agreement and shall be binding on each party, its successors and assigns for the benefit of the other Party and its affiliates, successors and assigns.

9. INDEMNIFICATION. Parties agrees to indemnify, defend and hold the other, its officers, directors, employees, affiliates, successors and assigns harmless from any loss, claim, damage, cost or expense, including but not limited to reasonable attorneys' fees and costs, that its officers, directors, employees, affiliates, successors or assigns may incur arising out of or related to performance under this Agreement, including without limitation as a result of actual or alleged breach of any warranty or damage or injury to persons or property arising out of or related to the Services except when such damage or injury was solely caused by the negligence of the other Party, its employees or representatives.

10. LIMITATION OF LIABILITY. NEITHER CLIENT NOR SUPPLIER SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each Party shall have a duty to mitigate damages for which the other Party is responsible. The foregoing limitations will not apply to:

- i. Claims by either Party for bodily injury or damage to real property or tangible, personal property for which such Party, its agents or assigns, is legally responsible; or
- ii. Claims for breach of confidentiality stated in the Confidentiality Section of this Agreement, or claims related to intellectual property rights infringement; or
- iii. to the extent applicable under this Agreement or applicable Schedule, obligations to indemnify each other as required in the Indemnification section of this Agreement.

11. TERM AND TERMINATION.

A. Term. The terms and conditions of this Agreement shall become effective as of the Effective Date and shall continue in perpetuity unless terminated pursuant to this Section.

B. Termination. CLIENT or Supplier may terminate this Agreement attached hereto for any reason with ninety (90) days prior written notice to Supplier or CLIENT as applicable. .

C. Effect of Termination. In the event that this Agreement is terminated CLIENT shall continue to compensate Supplier in accordance with the terms of this Agreement for the provision of such Services, or (ii) discontinue the provision of all Services as of the date of termination, in which case CLIENT shall be required to compensate Supplier hereunder only for Services rendered prior to the date of termination.

12. FORCE MAJEURE. Neither Party shall be liable to the other party or deemed to be in default for any delay or failure in performance of any obligation under the Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military



authority, acts of the public enemy, acts of terrorism, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements or any other cause beyond the reasonable control of such Party. The Party claiming such force majeure event shall give timely written notice to the other Party and shall use due diligence to mitigate the situation. Such force majeure shall not relieve the non-performing Party of liability in the event of its concurrent negligence, in the event of its failure to use due diligence to remove the cause of the force majeure in an adequate manner and with all reasonable dispatch, or in the event such default or delay could have been prevented by reasonable precautions or could have been circumvented by the non-performing Party through the use of alternate sources, work around plans or other means.

13. **APPLICABLE LAWS AND REGULATIONS.** Supplier agrees that it will comply with all applicable laws relating to the performance of its obligations under the Agreement including obtaining all necessary regulatory approvals, necessary licenses and permits applicable to its business. In addition, Supplier agrees that it will not offer to CLIENT the services of any person who has been convicted of any criminal felony involving dishonesty or a breach of trust while engaged in the business of insurance, or who has been convicted of any felony under 18 U.S.C. Sec. 1033 of the Violent Crime Control and Law Enforcement Act of 1994.

14. **ASSIGNMENT.** Neither Party may assign its rights or delegate its obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign its rights and obligations under the Agreement, in whole or in part, to a parent or Affiliate or in the event of a merger or sale of a business unit or majority stock ownership, and such assignment will be effective without the consent of the other Party, provided that the Party assuming obligations agrees to do so in writing and has adequate resources to meet its obligations hereunder. Any attempted assignment not in accordance with this subsection shall be null and void. Upon completion of any assignment under this subsection, the assigning Party shall have no further liability with respect to any of the rights or obligations assigned.

15. **SURVIVABILITY.** The provisions which by their respective nature are meant to survive the termination, cancellation or expiration of this Agreement or any Schedule shall survive the termination, cancellation or expiration of the Agreement or Schedule. Such provisions shall be binding on either party, its successors and assigns for the benefit of CLIENT and its affiliates or subsidiaries and their successors and assigns. Both Parties recognize and acknowledge that breach of such provisions will cause irreparable harm inadequately compensable in damages and that accordingly, the other Party may seek injunctive relief against a breach or threatened breach of the provisions contained in each paragraph in addition to any other legal remedies under this Agreement or at law or in equity.

16. **ENTIRE AGREEMENT.** The Parties agree that the Agreement, along with any exhibits, and any applicable Schedule shall constitute the entire Agreement between Supplier and CLIENT with respect to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed or modified except by a written instrument that is signed by a duly authorized representative of each party and that expressly intends such release, discharge, change or modification. Any other terms and conditions are null and void.

17. MISCELLANEOUS. This Agreement shall be governed and interpreted by the laws of the Commonwealth of Pennsylvania. All notices and other communications required shall be in writing via fax, overnight express mail, certified mail, return-receipt requested or in person to the parties at their addresses set forth above, or to such other address as either party may so designate at least 10 days prior to such notice or communication. Neither party shall use the name, trade name, service marks, trademarks, trade dress or logo of the other in publicity releases, advertising or similar activities without the prior written consent of the other. In the event that any one or more of the provisions contained in this Agreement shall be held to be unenforceable in any respect by a court of competent jurisdiction, such unenforceability shall not affect any other provisions but shall be construed as if such unenforceable provision had never been contained herein. The failure or delay of either party to insist, in any one or more instances, upon the performance of any terms or conditions herein or to exercise any right or privilege herein, shall not be construed as a relinquishing of future performance or as a waiver of any of the same or similar rights or privileges in the future and the obligation of the other party with respect to such future rights or performance shall continue in full force and effect as if such failure or delay never occurred.

## Exhibit A

**VIIAD Provider Directory Management Solution- an integrated system that enables users to locate medical, specialty, ancillary and pharmacy providers nationwide, as well as providing various administrative tools to manage provider data.**

**The following outlines the description of services and solutions provided to Client in VIIAD Provider Directory Management Solution:**

### **Client Branding Services:**

- Client- branded home page (one URL-that requires a log in)
- Unique log in which the system displays the Client Plan Logo ( optional- top left hand corner) and the Client's logo ( top right hand corner) on all subsequent pages

### **PPO Network (s) Provider Data Services:**

- Supplier will load Client's PPO Network( s) provider files
- Supplier will be responsible for attaining files from Client and other associated PPO Network (s) partner(s)
- Supplier will be responsible for receiving updated files and updating Client site with the most current PPO demographic data available

### **Client Proprietary Provider Files/ Data Services:**

- Supplier will load Client proprietary provider files
- Supplier will be responsible for receiving updated files and updating Client site with the most current Proprietary provider files available

### **Custom Client Networks Services:**

- Supplier will load and refresh any custom network(s)
- Supplier will load and refresh any carve out networks which may be Client-specific
- Supplier will load and refresh any proprietary provider files for Client

### **Specialty Ancillary Provider Data Services:**

- Supplier will load Client Specialty Ancillary Network(s) provider files
- Supplier will be responsible for attaining files from Client Specialty Ancillary Vendor partners
- Supplier will be responsible for receiving updated files and updating the site with the most current specialty ancillary provider data available

### **PBM Provider Data Services:**

- Supplier will load Client PBM(s) provider files
- Supplier will be responsible for attaining files from Client's PBM(s) Vendor partners
- Supplier will be responsible for receiving updated files and updating the site with the most current PBM(s) provider data available

### **Search functionality to locate medical, specialty ancillary and pharmacy (PBM) providers:**

- The ability to search for providers by name
- The ability to search for providers by city and state, county and state or zip code
- The ability to search for providers by physical address
- The ability to search for providers by telephone number
- Ability to display provider results in a list view
- Supplier will give the user the ability to text directions or provider information to a cell phone
- Ability to display provider results in a map view- all map views will have text, email and print options to attain driving directions to selected provider
- Supplier will provide the user the ability to sort provider results based on distance or alphabetical names
- Ability to have a Specialty Ancillary Network pop up window to promote vendor partners services and scheduling options
- Supplier will provide a user the ability to create a custom directory which can then be printed or emailed, such directories can be in pdf or excel
- The tool also includes a public site ( no log in required) for sales, brokers, prospective or existing members and others to locate providers

### **Verification of Provider Data:**

- Supplier will provide a standard verification system so Client can verify provider data in the tool for directory

### **Administration Tools:**

- Supplier will provide administration tools and views into the system in which Client can "promote" providers to display on the top of provider results
- Supplier will provide administration tools and views into the system in which Client can "demote" providers to display on the bottom of provider results
- Supplier will provide administration tools and views into the system in which Client and/or its clients can submit comments/ notes on participating providers
- Supplier will provide administration tools and views into the system in which Client can suppress/hide providers from displaying in PPO results, suppression or hiding providers can be client specific

- Supplier will provide administration tools and views into the system in which Client can correct provider data in real time, if such data has inaccurate demographic information
- Supplier will provide Client with an administration system that will have various reporting capabilities; Usage reports, Page Hits, log in reports, Comments provided from users on Participating Providers, Suppression/ Hide Provider Reports etc.

**VIIAD Health Ticket -- an on demand, web-based communication tool that communicates all of the information relevant to a healthcare claims transaction.**

Description of Services Provided for CLIENT:

- CAS is responsible for hosting the Health Ticket System on their systems
- CAS is responsible for development of the Health Ticket System, based on CLIENT's input on the design of the Health Ticket System
- CAS is responsible for maintaining and updating Client's Vendor PPO Network Partners Data relevant to the Health Ticket

**Smart Phone Technologies:**

Smart Phone Technologies: All of Supplier's web based tools are compatible with Smart Phone technologies – Apple and Android platforms