

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>909-580-6150</u>
Contractor	<u>Optum Insight, Inc.</u>
Contractor Representative	<u>Harrison Pollack</u>
Telephone Number	<u>917-239-3823</u>
Contract Term	<u>May 26, 2025 – May 25, 2030</u>
Original Contract Amount	<u>NTE \$4,614,752 total</u>
Amendment Amount	<u>_____</u>
Total Contract Amount	<u>NTE \$4,614,752 total</u>
Cost Center	<u>_____</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County conducted a competitive process to find a vendor to provide the Products and/or the Services that are the subject of this Contract, and

WHEREAS, County desires that such Products and/or Services be provided by Contractor and Contractor agrees to provide these Products and/or perform these Services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

This Contract consists of these General Terms and the documents that are referenced and hereby incorporated as though fully set forth herein by a checked box below, and attachment hereto:

- Attachment A – HARDWARE PURCHASE TERMS
- Attachment B – SOFTWARE LICENSE
- Attachment C – SOFTWARE SUPPORT AND MAINTENANCE TERMS
- Attachment D – CLOUD SERVICES TERMS
- Attachment E – BUSINESS ASSOCIATE AGREEMENT
 - Attachment E-1 – Business Associate Addendum for Cloud Services
- Attachment F – CAMPAIGN CONTRIBUTION DISCLOSURE

In the event of any inconsistency between this Contract and any forms, attachments, statements of works, or specifications which may be incorporated into this Contract, the following order of precedence shall apply: (i) this Contract; (ii) Attachments to this Contract, as indicated above; (iii) the Solution Order; and (iv) price lists, SLAs and other documents attached hereto or incorporated herein.

A. DEFINITIONS

Unless elsewhere defined in this Contract, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Affiliates": collectively, municipalities, school districts, and other tax districts within County
- A.2** "CHC Solution" means any Product or Service provided to County under a Solution Order.
- A.3** "Confidential Information" means non-public information 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, participation in customer focus groups, user feedback, financial, personnel, planning, technical, and marketing information. 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.
- A.4** "CMS": Centers for Medicare and/or Medicaid Services
- A.5** "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.
- A.6** "County": San Bernardino County
- A.7** "Contractor": Optum Insights, Inc.
- A.8** "CPACS": Cardiology Picture Archiving and Communication Systems
- A.9** "Custom Deliverable" means work developed exclusively for County and identified in a Solution Order as a deliverable to be owned by County.
- A.10** "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 Contractor.
- A.11** "DRM": County's Department of Risk Management
- A.12** "Effective Date": the date of execution of the Contract
- A.13** "EFT": Electronic funds transfer.
- A.14** "Exhibit" means an exhibit to this Contract.
- A.15** "Facility" means an establishment that is (a) located in the U.S., (b) operated by County, or a Contractor-approved Third Party, and (c) is identified in a Solution Order.
- A.16** "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.
- A.17** "General Terms" means the terms in the main body of this Contract.
- A.18** "Implementation Services" means initial implementation, configuration, installation, education, training, and set-up services listed in a Solution Order to be performed by Contractor and required for County to begin use of a Product or Service.

- A.19** “Infringement Claim” means any claim, demand, action, or other proceeding brought against County by a Third Party that the use of any Contractor Solution delivered under this Contract infringes any trademark, copyright, or U.S. patent, or misappropriates any trade secrets.
- A.20** “Overdue Amounts” means any fees, charges, or expenses that are past due and not disputed in good faith
- A.21** “PACS”: Picture Archiving and Communication Systems
- A.22** “Permitted User” means any individual authorized by County to use the Products and Services, whether at a Facility or from a remote location, who is a (a) County 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 County and is not a Contractor competitor. A consultant or independent contractor may be a “Permitted User” only if (i) County 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 Contract.
- A.23** “P.O.”: a purchase order specifying the types and quantity of Products, Services or Software ordered, the method of delivery, the delivery date required and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.24** “Products”: means any software, equipment, content, or any other product that Contractor provides to County under a Solution Order. Contractor may provide Products through technological means, including artificial intelligence and machine learning.
- A.25** “Professional Services” means any Implementation Services, consulting, programming, education, training, or other professional services that Contractor provides to Customer under a Solution Order.
- A.26** “Regulated Materials” means the portion of the Products, Services, and Documentation that are subject to Control Laws, including technical data and related information.
- A.27** “Services”: means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that Contractor provides to Customer under a Solution Order. Contractor may provide Services through technological means, including artificial intelligence and machine learning.
- A.28** “Solution Order” means Contractor’s form addendum, including any Solution Riders, to this Contract, which will be used to process County’s license or purchase of Products and Services.
- A.29** “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.
- A.30** “Subcontractor” of a party means a Third Party who provides services at the direction of that party.
- A.31** “SOW”: means a statement of work or work order that may be included in a Solution Order that details the scope of work and other criteria for the specific project, as mutually agreed by the Parties.
- A.32** “Third Party” means an individual or entity other than Contractor or County.
- A.33** “Third-Party Solution” means any Product or Service listed in a Solution Order that is owned or provided by a Third Party.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

B.3 Contract Assignability

Upon notice to County, Contractor may assign this Contract to any entity receiving all or substantially all of Contractor's assets or capital stock or in any other corporate reorganization. Any assignment under this section is binding upon, and for the benefit of, the assignee.

B.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.

B.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor will provide an attestation regarding the background check of each individual to the County to verify the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility where Contractor does not provide such attestation of background check.

B.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address as soon as reasonably possible.

B.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

B.9 Compliance with County Policy

In performing the Services and while at any County Facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; and (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct as long as such policies and procedures do not conflict with Contractor's policies and procedures.

B.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall comply with the attached Business Associate Agreement (Attachment E). Contractor further agrees to comply with confidentiality and privacy obligations under California State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. and the California Consumer Privacy Act, (Cal. Civil Code §1798.100 et seq.).

B.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within 10 calendar days. Contractor shall not change the primary

contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

B.12 RESERVED

B.13 County Representative

The *ARMC Chief Executive Officer* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

B.14 RESERVED

B.15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

B.16 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

B.16.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

B.16.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

B.16.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County. The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

B.18 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B.19 RESERVED

B.20 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

B.21 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract. The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

B.22 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.24 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

B.25 Material Misstatement/Misrepresentation

If during the term of this Contract, the County believes that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the parties agree to act in accordance with B.22, and if the misstatement or misrepresentation is not resolved in good faith, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

B.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

B.27 Confidentiality

Contractor recognizes that County is a public agency and is subject to the California Government Code §§7920.000, et seq., and §54950, and San Bernardino County Ordinance 4125 ("Public Records Laws"). If County is required under Public Records Laws to disclose Contractor's Confidential Information, County will, to the extent legally permissible, promptly give Contractor notice. If a requestor seeks to obtain the redacted information through a court proceeding, County will promptly notify Contractor allowing Contractor reasonable time to oppose such request. Contractor represents that it has a good faith belief that such portions are exempt from disclosure under the Regulations.

Except in compliance with Public Records Laws, each party shall retain in confidence and not disclose to any other person,), and any and all Confidential Information of the other party. Confidential Information of the other party shall not be disclosed, in whole or in part, to any person other than in confidence to one for whom such knowledge is reasonably necessary for purposes of this Contract and then only to the degree such disclosure is so necessary and only if the recipient has agreed in writing to maintain the confidentiality of such information. Confidential Information shall be protected by each party in a manner which shall be no less protective than the standard of care which such party then uses to protect its own similar Confidential Information, but in no event shall such standard be less than is reasonably adequate to protect such Confidential Information. The parties shall take all appropriate action by instruction, written agreement or otherwise to satisfy their obligations with respect to the use, copying, confidentiality, protection and security of the other party's Confidential Information. This provision shall survive the termination or expiration of this Contract.

B.28 RESERVED

B.29 Intellectual Property Retained Rights

Contractor reserves all rights not expressly granted to Customer in this Contract including all right, title, and interest to all work developed for or delivered to Customer under this Contract unless specifically set forth in a Solution Order as a Custom Deliverable. County will have all right, title, and interest to Custom Deliverables. Contractor solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by County, at County's request, or in cooperation with County. All feedback, statements, suggestions, or ideas given by County to Contractor may be used to develop new and existing products and services that will be owned solely by Contractor.

B.30 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the non-financial terms and conditions of this contract with such governmental bodies as though they have been expressly identified in this contract, with the provisions that:

B.30.1 Such governmental body does not have and will not have in force any other contract for like purchases.

B.30.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

B.31 RESERVED

B.32 Records

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for contract performance. Failure to maintain records shall be considered grounds for termination of the Contract. Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

B.33 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.34 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

B.35 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

B.36 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.37 Subcontracting

Contractor may subcontract its obligations under this Contract. Contractor is responsible for the actions of its Subcontractors. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section E. All Subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel. For any subcontractor, Contractor shall:

B.37.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

B.37.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County if applicable to Contractor.

B.37.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. General Contract Requirements and Section E. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

B.38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Products or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process, if legally permissible. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

B.39 Termination for Non-Appropriation

This Contract may be terminated by County upon thirty (30) days' prior written notice if County does not approve or otherwise receive funds sufficient to continue payments set forth in the applicable Solution Order. In the event of termination due to a lack of appropriations, County will pay Contractor for all undisputed fees and expenses related to the software and/or services received prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.

B.40 RESERVED

B.41 RESERVED

B.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

B.43 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

B.44 Disclosure of Criminal Offenses

Each party warrants that neither of its employees or Subcontractors assigned to perform material Services under this Contract have been convicted of a criminal offense related to healthcare. 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 Contract are convicted of a criminal offense related to healthcare.

B.45 RESERVED

B.46 RESERVED

B.47 Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

B.48 RESERVED

B.49 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

B.50 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor

at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

B.51 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment F- Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or 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 or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or 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 \$250 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.

C. TERM OF CONTRACT

This Contract is effective as of May 26, 2025 and expires May 25, 2030 but may be terminated earlier in accordance with provisions of this Contract.

D. FISCAL PROVISIONS

D.1 The maximum amount of payment under this Contract shall not exceed \$4,614,752 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Invoices shall be issued within forty-five (45) days of the invoice date.

D.2 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly and accurately complete forms provided by County required to process EFT payments.

D.3 Contractor's pricing does not include sales, use, value-added, withholding or other taxes and duties. Contractor will invoice County for applicable taxes and duties. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

D.4 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County.

D.5 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

D.6 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport. County will reimburse Contractor for:

D.6.1 Postage, packing, shipping, and insurance charges in connection with the Products and Services, and

D.6.2 Reasonable out-of-pocket expenses incurred while providing Services, including travel and living expenses.

D.7 Contractor may stop providing any Product or Service if:

D.7.1 County fails to pay within ten days after Contractor gives notice of any Overdue Amount that is more than 30 days past due, or

D.7.2 Contractor believes it is necessary to comply with applicable law or order of any governmental authority.

E. INDEMNIFICATION AND INSURANCE REQUIREMENTS

E.1 Indemnification for Infringement Claims

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims and will pay costs, and damages finally awarded against County and reasonable attorneys' fees incurred as a result of an Infringement Claim . If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential Infringement Claim, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such Infringement Claim. County will give Contractor sole control of the defense and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no financial obligations upon County. Contractor is not liable under this section if the Infringement Claim is based on: (i) modifications to the Contractor Solution that were not performed by Contractor; (ii) use of custom interfaces, file conversions, or other programming for which Contractor does not develop the specifications or instructions; (iii) use of a Contractor Solution in combination with products or services not provided by Contractor, if use of the Contractor Solution alone would not result in liability under this section; (iv) use of a Contractor Solution in a manner not authorized by this Contract, a Solution Order, or the Documentation; (v) use of any version other than the two most current releases of a Contractor Solution; or (vi) any version of a Contractor Solution that Contractor has notified County to discontinue use, if infringement would have otherwise been avoided.

If, in Contractor's opinion, any Contractor Solution becomes, or are likely to become, the subject of a claim of an Infringement Claim, Contractor may, at its option: (i) procure for County the right to continue using the Contractor Solution; (ii) replace or modify the Contractor Solution with an alternative solution, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the Contractor Solution upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned prepaid fees paid by County to Contractor for such Contractor Solution.

E.2 Additional Insured

E.11.2, Commercial/General Liability Insurance, E11.3 Automobile Liability Insurance, and E.11.5 Umbrella Liability Insurance policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

E.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages, with the exception of Errors & Omissions, Professional Liability, Cyber Liability and Environmental Liability policies, to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

E.4 Policies Primary and Non-Contributory

Where additional insured status applies, policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements where additional insured status applies is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

E.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a complete copies of the policies and endorsements immediately upon request.

E.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

E.8 RESERVED

E.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

E.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees in good faith to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

E.11 Types and Limits

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. . Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

E.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract. If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- E.11.2 Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Personal injury.
 - e. Contractual liability.
 - f. \$2,000,000 general aggregate limit.
- E.11.3 Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- E.11.4 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 per claim with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the legal liability of the Contractor and cover breach response cost as well as regulatory fines and penalties.
- E.11.5 Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- E.11.6 Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
or
- E.11.7 Environmental/Pollution Liability Insurance** with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence
- E.12** If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

F. LIMITATION OF LIABILITY

F.1 Total Damages

EXCEPT FOR CONTRACTOR’S INDEMNIFICATION OBLIGATIONS, LIABILITY RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY CONTRACTOR WHILE ON COUNTY’S PREMISES; OR FRAUD OR WILLFUL MISCONDUCT, EACH PARTY’S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES ARISING UNDER THIS CONTRACT FOR BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF \$5,000,000.00 OR THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY COUNTY TO CONTRACTOR 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.

F.2 Exclusion of Damages

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE 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 THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.

F.3 Material Consideration.

THE LIMITATION OF LIABILITY DESCRIBED IN THIS SECTION IS A MATERIAL CONDITION FOR PARTIES' ENTRY INTO THIS CONTRACT.

G. RESERVED

H. RESERVED

I. USE OF PRODUCTS AND SERVICES

County will, and will cause Permitted Users to, use all Products and Services in accordance with this Contract and related Documentation, and in compliance with all applicable laws. County is responsible for use of the Products and Services by its Permitted Users.

J. USE OF DOCUMENTATION

County may use and copy the Documentation as reasonably necessary to exercise its rights under this Contract, including a reasonable number of copies for training, testing, backup, and archival purposes. County will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Documentation.

K. COUNTY RESPONSIBILITIES.

County will:

- K.1.1** (a) cooperate with Contractor and provide Contractor access to and use of all appropriate Facilities, systems, equipment, and supporting materials requested, as reasonably necessary for Contractor to perform its obligations under this Contract;
- K.1.2** (b) secure all Third-Party authorizations necessary for Contractor to deliver the Products and Services in compliance with all applicable laws, and maintain all records necessary to validate the authorizations County provides to Contractor;
- K.1.3** (c) Supply Contractor, in the format specified in the Documentation, with all complete and accurate data necessary for Contractor to deliver the Products and Services, and maintain all records necessary to validate the data County provides to Contractor;
- K.1.4** (d) use commercially reasonable security measures to secure systems owned, hosted, or operated by County or its suppliers to prevent unauthorized access to the Products and Services, and promptly notify Contractor of any known performance problems or security vulnerabilities related to the Products and Services;
- K.1.5** (e) obtain Contractor's prior written consent before using any interface or integration not developed by Contractor to the Products or Services, and follow all specification guidelines provided by Contractor;
- K.1.6** (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; and
- K.1.7** (g) comply with all applicable Control Laws affecting the Regulated Materials.

L. THIRD-PARTY SOLUTIONS

Contractor may provide Third-Party Solutions to County together with, or incorporated into, the Contractor Solution. County is authorized to use these Third-Party Solutions solely with the related Contractor Solution. County's use of Third-Party Solutions is subject to the terms of this Contract and any applicable terms attached to a Solution Order, which may be updated from time to time. A current version of any applicable third-party terms is available on <https://customerconnection.changehealthcare.com/tpt/login> ("Third-Party Terms"), which may be modified from time to time. County may access the applicable Third-Party Terms using the following confidential login information:

User ID: contractprovisions@changehealthcare.com

Password (case sensitive): Portal!Access

If any Third-Party Terms conflict with this Contract or an applicable Solution Order, then the conflicting Third-Party Terms control only with respect to the Third-Party Solution to which they apply. Contractor may substitute any Third-

Party Solution licensed to County with different Products or Services containing similar features and functionality. If a Third Party raises its fees for a Third-Party Solution, then Contractor will notify County promptly after receiving notice of the price increase by the Third Party, and Contractor may increase the fees to County by the same amount on the next invoice under the applicable Solution Order.

M. CONTRACTOR'S MONITORING AND AUDITING RIGHTS

If Contractor believes County's use of a Product or Service violates the license grant or usage terms in a Solution Order or applicable Product Attachment in this Contract, then Contractor may conduct an audit of County's sites and systems following ten business days' notice to County. The audit will be conducted during regular business hours and County will provide Contractor with reasonable access to all relevant equipment, systems, and records related to the Product or Service. If an audit reveals that County's use of any Product or Service exceeds the usage limitations in a Solution Order, then Contractor may invoice for the excess use based on the fees in effect for that Product or Service under the applicable Solution Order. If County's use exceeds five percent of the usage limitations in the Solution Order, then County also will pay Contractor's reasonable costs of conducting the audit.

N. ACQUISITIONS

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

O. PROFESSIONAL SERVICES WARRANTY

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

P. WARRANTY DISCLAIMER.

CONTRACTOR GRANTS THE LIMITED WARRANTIES SPECIFIED IN THIS CONTRACT (INCLUDING ANY WARRANTIES SET FORTH IN ANY PRODUCT ATTACHMENT IN THIS CONTRACT) IN LIEU OF ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS. CONTRACTOR EXPRESSLY EXCLUDES FROM THIS CONTRACT 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. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET COUNTY'S REQUIREMENTS. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. CONTRACTOR IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.

Q. EXCLUSIVE REMEDY.

COUNTY'S ONLY REMEDY FOR CONTRACTOR'S BREACH OF ANY PRODUCT OR SERVICE WARRANTY (INCLUDING ANY WARRANTIES SET FORTH IN ANY PRODUCT ATTACHMENT IN THIS CONTRACT) WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY CONTRACTOR OF THE NONCONFORMING PRODUCT OR SERVICE. IF CONTRACTOR FAILS TO DELIVER THIS REMEDY, THEN COUNTY MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS CONTRACT OR APPLICABLE LAW, SUBJECT TO LIMITATIONS IN THIS CONTRACT.

R. CUSTOMER INPUT ERRORS.

CONTRACTOR IS NOT RESPONSIBLE FOR THE ACCURACY OR QUALITY OF ANY MESSAGES, INFORMATION, OR DATA PROVIDED BY COUNTY, ANY PERMITTED USERS, OR OTHER USERS OF THE PRODUCTS OR SERVICES. CONTRACTOR IS NOT RESPONSIBLE FOR ANY ERRORS IN THE PRODUCTS OR SERVICES CAUSED BY INACCURATE MESSAGES, INFORMATION, OR DATA PROVIDED BY COUNTY, PERMITTED USERS, OR OTHER USERS

S. DISCOUNT REPORTING.

This Contract, and any discounts provided under this Contract, 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, County and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this Contract 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 County by Contractor about the discount.

T. 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.

U. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Arrowhead Regional Medical Center
Attn: ARMC Chief Executive Officer
400 North Pepper Avenue
Colton, CA 92324*

*Optum Insight, Inc.
Attn: General Counsel
11000 Optum Circle
Eden Prairie, Minnesota 55344*

V. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

K. ELECTRONIC SIGNATURES

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

OPTUM INSIGHT, INC.

▶ _____
Dawn Rowe, Chair, Board of Supervisors

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Kendale Ho
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

Title Manager, Sales Operations
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____ Bonnie Uphold, Supervising Deputy County Counsel Date _____	▶ _____ Date _____	▶ _____ Andrew Goldfrach, ARMC Chief Executive Officer Date _____



Contract Number

SAP Number

**ATTACHMENT A
HARDWARE PURCHASE TERMS**

These Hardware Purchase Terms are attached to, form a part of, and supplement the General Terms.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Counterfeit Items": include, but are not limited to, raw materials, parts, components or assemblies that are or contain an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified material, part, component or assembly from the OEM, or the authorized OEM reseller or distributor. Unlawful or unauthorized substitution includes used material represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. If the item is an electronic part, the term also includes unlawful or unauthorized embedded software or firmware.
- A.2** "Equipment" means hardware, computer equipment, and associated Third-Party software identified in a Solution Order as Equipment.
- A.3** "Equipment Maintenance" means repair or replacement of any defective Equipment. Contractor may provide Equipment Maintenance through its Third Parties. Equipment Maintenance does not include updates to firmware.
- A.4** "Installation Date" means the date the Equipment is available for County's use. .
- A.5** "OEM": an original equipment manufacturer.
- A.6** "Vendor": Contractor, as defined in the General Terms, and the individual or entity that is the direct seller of the Product to the County on behalf of Contractor.

B. PRICE

Prices for Products purchased hereunder shall be as specified in the Solution Order, Price List and subject to applicable price increases.

C. RESERVED

D. ORDERS, DELIVERY, AND INSPECTION

D.1 Orders

For orders not requiring a Solution Order, County may elect to purchase Products under this Contract by issuing a P.O. If Vendor is unable to fulfill a P.O., in whole or in part, due to insufficient inventory, Vendor will notify County in writing within 4 business days from P.O. receipt, and County may, at its sole discretion, cancel or modify the P.O. Unless Vendor gives County written notice, a P.O. is accepted when Contractor sends written acceptance of a P.O. by letter, facsimile, e-mail or other electronic means within two (2) business days of Vendor's receipt thereof ("PO Acceptance Date"). County may, in its sole discretion, cancel, reschedule, or change the location of delivery on any P.O. without incurring any additional charges by providing written notice to Vendor at any time prior to shipment or completion of build.

C1.1 Purchases via P.O. process are not eligible for any testing period otherwise granted under the Contract.

C.1.2 Contractor will invoice the County for orders under the P.O. process as follows:

- (a) **If the order is \$100K or less:** 100% will be invoiced upon the PO Acceptance Date.
- (b) **If the order is over \$100K:** 50% will be invoiced upon the PO Acceptance Date, and the remaining 50% will be invoiced upon the earlier of (i) the Installation Date, or (ii) 12 months from the PO Acceptance Date.
- (c) **If the order is for Term Software:** The Term Software license fee is due on the PO Acceptance Date. Subsequent annual Term Software license fees are due on each anniversary of the PO Acceptance Date.
- (d) **Recurring Software Maintenance and Support Fees, and Managed Services Fees.** For orders including Software Maintenance and Support, or Managed Services, the first annual fee will be invoiced on the Installation Date of the associated Product or Service, and pro-rated to the end of the current billing period. Subsequent Software Maintenance and Support fees, or Managed Services fees are due on each anniversary of the billing period start date.
- (e) **Recurring Equipment Maintenance Fees.** For orders including Equipment Maintenance, the first annual fee for is due twelve months from the Installation Date of the associated Equipment, and pro-rated to the end of the current billing period. Subsequent annual Equipment Maintenance fees are due on each anniversary of the billing period start date.

D.2 Shipping Terms

Unless otherwise stated in the P.O., all shipments are Free on Board destination with Vendor bearing all costs for freight, insurance, duties, taxes and other shipping expenses to the destination specified in the P.O. and shall bear all risk of loss until County receives the Product at the specified destination. Vendor will invoice on delivery. Once Vendor places an order, the order is non-cancelable. Equipment may only be returned for warranty repairs. All Equipment will be new unless otherwise stated in a Solution Order.

D.3 Delivery

Vendor shall immediately notify County in writing of any anticipated delay in meeting the delivery schedule, stating the reasons for the delay. Products shipped after their scheduled shipment date will be shipped by Vendor on an expedited overnight basis with the surcharge for such expedited overnight delivery being at Vendor's sole expense. No shipment will be deemed complete until all Products specified on the P.O. have been delivered. In case of default by Vendor, County may procure the Product from other sources and may deduct from unpaid balances due to Vendor. The prices paid by County for such alternate product shall be considered the prevailing market prices paid at the time such purchase is made.

D.4 Order Inspection

County will notify Vendor in writing, which may be via electronic mail, of any shipment not conforming to the P.O., including delivery of the wrong product, overages, shortages or shipping damage within ten (10) business days of delivery. Vendor will correct any identified nonconformities within ten (10) business days of County's notice. The foregoing procedure may be repeated until County accepts the Product or cancels the order. If County determines, after a minimum of 3 evaluation cycles as provided herein, that the Product fails to meet the P.O., County may cancel the order without incurring any further liability hereunder and procure the Products elsewhere.

E. PRODUCT WARRANTIES

- E.1** Vendor warrants that Equipment delivered under this Contract are new, only contain materials obtained directly from an OEM or a source having the express written authority of the OEM, including an authorized aftermarket manufacturer, and do not contain Counterfeit Items; substantially comply with

the specifications and perform as described in the associated Documentation under normal use; are identical in all respects to samples provided as part of the bid process, if any; and conform to all domestic legal requirements and shall not be in violation or cause County to be in violation of any applicable law, rule or regulation (including without limitation, export, environmental and hazardous substance laws, regulations, rules and directives).

E.2 Vendor will pass through all transferrable end user warranties for Equipment that Vendor receives from its Third Parties. If Vendor cannot pass through a warranty, then Vendor will enforce that warranty on County's behalf.

F. EQUIPMENT MAINTENANCE.

If purchased, Vendor will provide Equipment Maintenance in accordance with the applicable Documentation for the term identified in the applicable Solution Order.

[END OF HARDWARE PURCHASE TERMS]

EXHIBIT A-1 - RESERVED



ATTACHMENT B
SOFTWARE LICENSE

This Software License is attached to, forms a part of and supplements the General Terms only with respect to Software.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as in the General Terms. In addition, the following capitalized terms shall have the following meaning:

- A.1** "Installation Date" means the date the Software is available for County use.
- A.2** "Licensor": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.
- A.3** "Software": means computer programs and applications in object code form provided by Licensor to County, including any updates provided by Licensor as part of Software Maintenance and Support.
- A.4** "Software Maintenance and Support" means support services for the Software consisting of telephone support, problem resolution, and updates delivered by Licensor. 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 Licensor, (c) services to implement a new release of the Software (d) services to correct improper installation or integration of the Software not performed by Licensor-authorized personnel, (e) system administrator functions, (f) support required due to a Force Majeure Event, (g) support for issues caused by County'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 Licensor.
- A.5** "Software Test Period" means the period beginning on the Software delivery date and ending 30 days after the Installation Date.

B. COMMERCIAL SOFTWARE

B.1 Term License

For any Software identified on a Solution Order as "term" or as a "term license," subject to County's compliance with the terms and conditions set forth in the Contract and this Attachment B, Licensor grants to County a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to perform, display, and use the Software for County's internal business purposes during the license term specified in the Solution Order.

B.2 Non-Term License.

For any Software identified on a Solution Order as “non-term” or as a “non-term license,” subject to County’s compliance with the terms and conditions set forth in the Contract and this Attachment B, Licensor grants to County a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to perform, display, and use the Software for County’s internal business purposes.

B.3 Software License Restrictions.

The Software licenses granted under this Attachment B 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 County 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) County 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) County will not modify or alter the Software, including any trademarks, copyright notices, or other proprietary notices, except as expressly permitted in this Contract or a Solution Order.

B.4 Protection of Proprietary Information

County agrees to take reasonable steps to insure that Licensor’s proprietary data is not disclosed to others, without prior written consent of the Licensor, subject to compliance with the California Public Records Act. County will take reasonable precautions to insure that any licensed materials contained on any media have been erased or rendered unusable prior to disposal. County shall not reverse engineer, decompile, recompile, update or modify all or any part of the Commercial Software.

B.5 Right to Copy or Modify

County may copy the Software, in whole or in part, in printed or machine-readable form to perform one-time benchmark tests, for archival or emergency restart purposes,. The original, and any copies of the Software, in whole or in part, which are made hereunder shall remain the property of the Licensor. County will duplicate all applicable trademark, copyright, or other notices on each copy of the Software.

B.6 Revocation. Licensor may revoke any license to Software granted under this section if County violates the scope of the license or any of the restrictions in this section. Licensor may revoke any license to Software regulated as a medical device if (a) County 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.

B.7 Survival. Subsections B.3 and B.6 will survive termination of the Contract, this Attachment B, or the applicable Solution Order.

B.8 Alternate Location. If County 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 County promptly notifies Licensor of the alternate location.

B.9 Maintenance and Support. Licensor will provide Software Maintenance and Support to County 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.

C. RESERVED

D. WARRANTY

D.1 Software Warranty

Licensor warrants that the Software will: (i) perform in material accordance with the functional

specifications in the applicable Documentation; (ii) be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (iii) the Software will operate together with the Third-Party Solutions specified in the Solution Order, including an integration features described in the applicable Documentation. .These warranties will not apply if (i) County installs the Software in an internet facing manner outside of County's firewall; (ii) County operates the Software on equipment other than equipment that Licensor specifies in the Documentation; (iii) County uses any interface or integration to the Software that is not developed by or otherwise approved in writing by Licensor; (iv) anyone other than Licensor or its authorized Third Parties modify the Software; (v) County uses a version of the Software other than one of the two most current releases; or (vi) County has discontinued Software Maintenance and Support or has any Overdue Amounts outstanding.

E. Implementation Services.

E.1 Scope of Implementation Services. Implementation Services purchased by County 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.

E.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.

E.3 Customer Obligations. As a condition to CHC's obligation to perform the Implementation Services, County will:

(a) perform all County 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.

F. Rescheduling. If any County-initiated rescheduling occurs less than 60 days before the scheduled commencement of Implementation Services, then CHC may invoice County an amount equal to the expenses incurred by CHC in connection with the County 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.

G. 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.

H. Product Configuration. Products are configured, and Implementation Services are provided, based on the information provided by County. If the information provided by County is incorrect or incomplete, then County may need to purchase additional Products and Implementation Services for the Products to fully function.

I. Software Testing. County may test the Software during the Software Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If County provides notice to Licensor 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 Licensor corrects the nonconformity. If Licensor is unable to correct the nonconformity within 180 days of County's notice, then either party may terminate the license for the impacted Software.

J. No Obligation to Install. Licensor is not obligated to configure, install, or implement the Software at a Facility if County does not purchase the Services necessary to implement the Software for that Facility.

K. Transition Assistance. Unless County is in material breach of this Contract, County may request transition assistance from Licensor by providing notice at least 90 days before the termination or expiration of a Solution

Order. Upon County's timely request, Licensor will cooperate with County 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, County 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 Licensor during the transition assistance period will be invoiced at Licensor's standard rates.

[END OF SOFTWARE LICENSE]

EXHIBIT B-1
SOFTWARE QUANTITIES AND PRICES
[SEE SOLUTION ORDER]

EXHIBIT B-2

RESERVED

EXHIBIT B-3
RESERVED

ATTACHMENT C

RESERVED

EXHIBIT C-1
RESERVED

ATTACHMENT D
CLOUD SERVICES TERMS AND CONDITIONS

These Cloud Services Terms and Conditions are attached to, form a part of, and supplement the General Terms only with respect to cloud services.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1 “CISO”: County Chief Information Security Officer or other County-designated officer responsible for cyber-infrastructure security.
- A.2 “Cloud Service”: Generally, SaaS, PaaS, and/or IaaS depending on what Service Provider is offering under this Contract.
- A.3 “CSP”: Cloud Service Provider is the contracted derivative or direct provider of Cloud Services.
- A.4 “CONUS”: Continental United States
- A.5 “County Data”: Any information of County provided, collected, or created by CONTRACTOR in the course of providing Products or Services under the Contract that includes or is comprised of any of the following:
 - A.5.1 Protected Health Information as defined in HIPAA;
 - A.5.2 Non-public personal information (i.e. any information that would be termed “non-public personal information” under the Federal Gramm- Leach-Bliley Act, any related state statutes, and any related federal or state regulations);or
 - A.5.3 Other personal information (i.e., other personally identifiable information about individuals, or information that can be used to identify individuals, the disclosure and/or use of which is restricted by applicable federal or state law, including social security numbers).
- A.6 “Data Breach”: Any access, destruction, loss, theft, use, modification or disclosure of County Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- A.7 “Installation Date” means the date the Subscription Services are available for Customer’s use.
- A.8 “Recovery Point Objective (RPO)”: The point in time at which County Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of County Data immediately preceding the interruption. The RPO is detailed in the SLA.
- A.9 “Recovery Time Objective (RTO)”: The period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.
- A.10 “Subscription Services”: means an on-demand service that allows County 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 Contractor.
- A.11 “Subscription Support” means support services for the Subscription Services consisting of telephone support, problem resolution, and updates delivered by Contractor. 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 Contractor-authorized personnel.
- A.12 “Subscription Test Period” means the 30-day period beginning on the Installation Date.
- A.13 “Service Provider”: Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

B. Use of Subscription Services.

County and its Permitted Users may use the Subscription Services identified on a Solution Order for County’s internal business purposes during the term specified in that Solution Order.

C. Restrictions. County’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) County will not attempt to interfere with or disrupt the Subscription Services;
- (c) County will not attempt to gain access to any systems or networks that connect to the Subscription Services except as authorized by Service Provider for the express purpose of using the Subscription Services as permitted under this Contract;
- (d) County 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 Service Provider; and
- (e) the Subscription Services will not be accessed or used to provide services to Third Parties unless expressly permitted in a Solution Order.

D. Subscription Support. Service Provider will provide Subscription Support in accordance with the applicable Documentation.

E. Subscription Services Warranty. Service Provider warrants that the Subscription Services will perform in material accordance with the functional specifications in the applicable Documentation.

F. Implementation Services. Implementation Services purchased by County will be identified on the applicable Solution Order. Service Provider will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

G. Subscription Testing. County may test the Subscription Services during the Subscription Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If County provides notice to Service Provider of a reproducible material nonconformity with the functional specifications in the Documentation during the Subscription Test Period, then the Subscription Test Period will be extended until Service Provider corrects the nonconformity. If Service Provider is unable to correct the nonconformity within 180 days of County's notice, then either party may terminate the impacted Subscription Services.

H. Login Credentials. County solely is responsible for issuing login credentials to its Permitted Users. In addition:

(a) County 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 Service Provider upon Service Provider's request.

(b) County will require each Permitted User to:

- (i) protect the confidentiality of all login credentials; and
- (ii) notify County immediately of any known or suspected breach of the confidentiality of any login credentials.

- I. **Notice of Unauthorized Access.** County will notify Service Provider immediately of any known or suspected unauthorized access to, or use of, the Subscription Services or breach of the confidentiality of login credentials.
- J. **Modification of Subscription Services.** Service Provider may, in its reasonable discretion, modify the Subscription Services, provided that the modification does not substantially reduce the functionality set forth in the Documentation.
- K. **Suspension of Subscription Service.** Service Provider 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.

L. SaaS and SECURITY

L.1 Certification

Service Provider shall certify:

L.1.1 the sufficiency of its security standards, tools, technologies and procedures in providing Subscription Services under this Contract, and, if requested by County, provide evidence of its Statement on Standards for Attestation Engagements (SSAE) 18 Service Organization Control (SOC) 2 Type II audit results or evidence of an applicable industry-standard third-party audit;

L.1.2 its compliance with the California Information Practices Act (Civil Code Sections 1798 et seq.);

L.2 Safeguards

Service Provider shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section K.1.a above at all times during the term of this Contract to secure County Data from Data Breach, protect County Data and the Subscription Services from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt and/or compromise County's access to County Data.

L.3 High-Availability and Redundancy

Service Provider's cloud provider have a high-availability and a redundant environment.

L.4 Physical

Service Provider's cloud provider shall have a reasonable physical security environment.

L.5 Security

Service Provider assumes responsibility for the security and confidentiality, integrity, and availability of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by other than for normal operation or maintenance of the Subscription Services during the Contract period without prior written notice to and written approval by CISO. When data is destroyed or disposed, it shall be in accordance with the National Institute of Standards of Technology (NIST) Special Publication 800-88 published by the U.S. Department of Commerce. The incorporation of the Defense of Department (DoD) standard 5220.2-M wipe method shall be used when using data destruction programs, file shredders, etc. In either case, a written confirmation of this process is required to the County CISO within three (3) days of the destroyed/disposed data. Remote access to County Data from outside the CONUS, including remote access to County Data by authorized SaaS support staff will be provided from either the COUNS, Canada, Israel, United Kingdom, Ireland, or the Philippines. Any other countries will need to be identified support centers, and are prohibited unless approved in advance by the CISO.

M. ENCRYPTION

In order to provide reasonable security to County Data, cloud service datacenters should encrypt all County Data while in route to and from the Service Provider (in motion) using secure transfer methods (e.g., Transport Layer Security or TLS version 1.2 and above), and while stored in the datacenter (at rest)

M.1 Data In Motion

All transmitted County Data require encryption in accordance with:

- M.1.1** NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- M.1.2** NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific
- M.1.3** Key Management Guidance; and
- M.1.4** Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

M.2 Data At Rest

All County Data at rest require encryption in accordance with:

- M.2.1** Federal Information Processing Standard Publication (FIPS) 140-2; and
- M.2.2** National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); and
- M.2.3** NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for
- M.2.4** Key Management Organization; and
- M.2.5** NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.
- M.2.6** Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

N. DATA LOCATION

Unless otherwise stated in the Statement of Work and approved in advance by the CISO, the physical location of Service Provider's data center where County Data is stored shall be within the CONUS, and County Data shall not be stored outside of CONUS.

O. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to County Data shall remain the exclusive property of County, and Service Provider has a limited, non-exclusive license to access and use County Data as provided to Service Provider solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to County Data, including user tracking and exception County Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of County Data by Service Provider or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

P. TRANSITION PERIOD

For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist County in extracting and/or transitioning all County Data in the format determined by the County ("Transition Period"). The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment. During the Transition Period, SaaS and County Data access shall continue to be made available to County without alteration. Service Provider agrees to compensate County for damages or losses County incurs as a result of Service Provider's failure to comply with this section. Unless otherwise stated in the SOW, the Service Provider shall permanently destroy or render inaccessible any portion of County Data in Service Provider's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Service Provider shall issue a written statement to County confirming the destruction or inaccessibility of County Data. County at its

option, may purchase additional transition services as agreed upon in the SOW

Q. DATA BREACH

Q.1 Notification

Upon discovery of any Data Breach, Service Provider shall notify the CISO by the fastest means available and in writing to the County Notices contact in accordance with the Breach Notification requirements of the BAA, that a Data Breach has occurred. At a minimum, the notification shall include the same elements agreed to under the BAA between the parties:

Q.2 Investigation

Service Provider shall conduct an investigation of the Data Breach. Service Provider shall cooperate fully with law enforcement and applicable regulatory bodies.

R. DISASTER RECOVERY AND BUSINESS CONTINUITY

R.1 Notification

In the event of disaster or catastrophic failure that results in significant loss of County Data or access to County Data, Service Provider shall notify County by the fastest means available and in writing, with additional notification provided to the CISO. Service Provider shall provide such notification within 5 business days after Service Provider reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform County of:

R.1.1 Service Provider's action plan to recover County Data and mitigate the results of County Data loss; and

R.1.2 Service Provider's corrective action plan to prevent future County Data loss.

R.2 Restore and Repair Service

Service Provider shall:

R.2.1 restore continuity of the Subscription Services,

R.2.2 restore County Data in accordance with the RPO and RTO as set forth in the SLA,

R.2.3 restore accessibility of County Data, and

R.2.4 repair Subscription Services as needed to meet the performance requirements stated in the SLA.

R.3 Investigation and Audit

Service Provider shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with County. At its sole expense, Service Provider will have an independent, industry-recognized, County-approved third party perform an information security audit. Within five (5) business days of Service Provider's receipt of the final report, Service Provider will provide the County with high level information as to the failure comprised of a corrective action plan (e.g. steps to address mitigation, remediation, or resolution), a copy of the report and a written remediation plan.

[END OF CLOUD SERVICES TERMS]

EXHIBIT D-1
SERVICE LEVEL AGREEMENT

3.1 Service Level Objective. During the Initial Term or any Renewal Term(s), CONTRACTOR warrants the “Service Level Objective” or “SLO” for:

3.1.1 Change Healthcare Stratus Imaging Archive will be operational in all material respects for County and its participating Facilities at least 99.99% of the time.

3.1.2 Change Healthcare Stratus Imaging Viewer will be operational in all material respects for County and its participating Facilities at least 99.99% of the time.

3.1.3 Change Healthcare Stratus Imaging Share will be operational in all material respects for County and its participating Facilities at least 99.9% of the time.

3.1.4 Change Healthcare Stratus Imaging Analytics will be operational in all material respects for County and its participating Facilities at least 99.9% of the time.

3.2 Service Level Objective Formula. The Service Level Objective will be calculated based on the following formula and the definitions set forth herein:

$$\text{SLO} = \frac{\text{Hours of Operation minus Total Downtime}}{\text{Hours of Operation}}$$

3.3 Measurement Period. The Service Level Objective will be calculated separately on a quarterly basis during the Initial Term or any Renewal Term(s) following the installation of the Stratus Imaging solution and County’s use of the Stratus Imaging solution (each a “Measurement Period”). The total amount of time in a Measurement Period is the hours of operation (“Hours of Operation”).

3.4 Calculation of Downtime

3.4.1 Definition of Downtime. “Downtime” means the period of time during a Measurement Period when (a) for Stratus Imaging, there is a loss of access to or ability to use material functionality within Stratus Imaging APIs preventing data storage or retrieval, and (b) for the Imaging Systems under separate Subscription Services, there is a loss of material functionality and/or external connectivity via DICOM and HL7 interfaces. If there is more than one single period of Downtime within a single Measurement Period, the total Downtime for that period is the sum of the individual continuous periods of Downtime. Each period of Downtime will be calculated 15 minutes from the time of notification of an incident from the County to the CONTRACTOR call center until CONTRACTOR notifies the County that the issue is resolved. Each period of Downtime must be reported within three (3) calendar days of the incident occurring.

3.4.2 Exclusions. Downtime excludes any period of inoperability due to the following reasons: Scheduled downtime for significant infrastructure upgrades. Any such scheduled downtime will be mutually scheduled between CONTRACTOR and County.

Downtime resulting from the loss of external connectivity between the County’s Imaging System and Stratus Imaging as a result of either (i) the networking unavailability of Customer’s infrastructure; (ii) County’s computer infrastructure that is used for deployment of the on-premises Imaging System that is connected to Stratus Imaging; or (iii) Customer not meeting the minimum network specifications to be provided by CONTRACTOR.

Downtime resulting from County’s misuse of Stratus Imaging, County’s cybersecurity vulnerabilities, County’s power failure or supply of power outside of specification, or from force majeure conditions.

Downtime resulting from the inability of CONTRACTOR to access any part of Stratus Imaging, either physically or remotely due to County's action or inaction, for the purposes of correcting errors.

Downtime reported to the CONTRACTOR call center three (3) calendar days after the incident occurred.

3.4.3 The Service Level Objective excludes:

Any features or Services designated Alpha or Beta, unless otherwise set forth in the associated Documentation;

Any features or services excluded from the Service Level Objective in the associated Documentation; or

Any errors (i) caused by factors outside of CONTRACTOR's reasonable control; (ii) that resulted from County's software or hardware or third party software or hardware, or both; or (iii) that resulted from breach of the Contract.

3.5 Remedy. If the Service Level Objective is not met during a Measurement Period for the applicable Stratus Imaging product, and County notified CONTRACTOR within 3 calendar days of the Downtime, then County will be entitled to a credit of one percent to the applicable Stratus Imaging Subscription Services fees applicable for that Measurement Period for each one tenth percent (0.1%) or part thereof that the calculation falls below the required Service Level Objective described under Section 3.1, which cumulatively will not exceed the total fees paid for the applicable Stratus Imaging Subscription Services applicable for that Measurement Period.

3.6 RPO and RTO. CONTRACTOR agrees the RPO and RTO for the generally available Subscription Services will be 1 hour.

[END OF CLOUD SERVICES TERMS]

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Arrowhead Regional Medical Center (hereinafter Covered Entity) and Optum Insight, Inc. (hereinafter Business Associate). This Agreement is effective as of the Effective Date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.].
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103. .
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.

4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Services means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.
11. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may use and disclose PHI: (i) as necessary to provide the Services to CE; (ii) for the proper management and administration of BA; (iii) to carry out the legal responsibilities of BA; (iii) as required by law; (iv) de-identify any PHI received or created by BA under this BAA in accordance with the Privacy Rule and create, use and disclose de-identified data in accordance with applicable law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. .

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement, as necessary to provide the Services under the Contract or as required by law. Further, BA shall not use PHI in any manner that

would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, unless notified by CE in accordance with CE's obligations in Section C below,. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose substantially the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

A Breach of Unsecured PHI shall be reported immediately, but no later than five (5) business days upon discovery, to CE's Office of Compliance. Without unreasonable delay, report to CE (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which BA becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or

availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

Upon discovery of a Breach of Unsecured PHI, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include to the extent possible:
 - a) Name and address of the facility where the breach occurred;
 - b) Date and time the Breach occurred;
 - c) Date and time the Breach was discovered ;
 - d) A list of the Individuals affected;
 - e) Description of how the Breach allegedly occurred; and
 - f) other information required under 45 C.F.R §164.404..

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a written request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make available, within ten business days after a written request by CE, amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, within ten business days after receiving a written request from CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and

(iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may terminate this agreement if BA has breached a material term of this agreement, and CE provides written notice of the breach to the BA, and the BA fails to cure the breach within the reasonable time period set by CE. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all third party claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) (collectively, "Claims") that are caused by or result from BA's material breach of this BAA. BA agrees to reimburse CE for any expenses incurred by CE in providing required Breach notifications under federal and state laws. CE will provide BA written notice of such Claims and CE will provide reasonable assistance to defend such Claims. BA will have sole control of the defense and settlement of such Claims at BA's cost. The foregoing obligations will not apply to the extent caused by CE's acts or omissions.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that applicable state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. Subject to the

foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality, privacy, and breach notification obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.



ATTACHMENT F

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting 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: Optum Insight, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)? No.

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): N/A

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):
<u>N/A</u>		

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 \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

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

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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 understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

Solution Order

This Solution Order is subject to the terms of the Contract entered into by and between Optum Insight, Inc. ("OPTUM") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer") effective as of ____ ("Contract") 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.

The pricing expires December 15, 2024.

Optum Insight, Inc.

**San Bernardino County on behalf of
Arrowhead Regional Medical Center**

By: _____

By: _____

Name: Kendale Ho

Name: _____

Title: Manager, Sales Operations

Title: _____

Date: _____

Date: _____

General Terms

1. **Term.** The term of this Solution Order begins upon execution and runs through May 25, 2030 (the "Term"), unless terminated under the terms of the Contract.
2. **Customer Purchase Orders.** OPTUM will include Customer's purchase order number on invoices if provided by Customer on or before the SO Effective Date. Failure to provide OPTUM 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.
3. **No Warranty of Future Functionality.** OPTUM 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 OPTUM in its decision to execute this Solution Order. "Generally Available" means available as a non-development product, licensed by OPTUM in the general commercial marketplace.
4. **Data Aggregation and De-identification.** OPTUM may (a) use Protected Health Information to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) and (b) de-identify Protected Health Information in accordance with 45 C.F.R. § 164.514(b) and Use or Disclose the de-identified data unless prohibited by applicable law (Capitalized terms used in this sentence have the same meaning as used in the Health Insurance Portability and Accountability Act).

Attachment 1

Solutions

1. **SOLUTION PRICING:** See quote on following pages.
2. **FEES SUMMARY**
 - 2.1. **FOR NEW QUOTES:**

Year 1	One-Time Fees	Recurring Fees
Subscription Services (Radiology)		\$918,170.00
Subscription Services (Cardiology)		\$ 164,303.00
Implementation & Education Services	\$ 3,000.00	
Equipment	\$ 68,283.12	
Subtotal Pre-Tax	\$71,283.12	\$1,082,473.00
Tax	\$7,484.73	N/A
Year 1 New Quotes TOTAL with Tax:	\$78,767.85	\$1,082,473.00
Year 2	One-Time Fees	Recurring Fees*
Subscription Services (Radiology)		\$ 945,715.10
Subscription Services (Cardiology)		\$ 169,232.09
Equipment		\$ 5,746.75
Subtotal Pre-Tax		\$1,120,693.94
Tax		\$603.41
Year 2 New Quotes TOTAL with Tax:		\$1,121,297.35
Year 3	One-Time Fees	Recurring Fees*
Subscription Services (Radiology)		\$ 462,519.44
Subscription Services (Cardiology)		\$ 174,309.05
Equipment		\$ 5,919.15
Subtotal Pre-Tax		\$642,747.65
Tax		\$621.51
Year 3 New Quotes TOTAL with Tax:		\$643,369.16
Year 4	One-Time Fees	Recurring Fees*
Subscription Services (Radiology)		\$ 476,395.02
Subscription Services (Cardiology)		\$ 179,538.32
Equipment		\$ 6,096.73
Subtotal Pre-Tax		\$662,030.07
Tax		\$640.16
Year 4 New Quotes TOTAL with Tax:		\$662,670.23
Year 5	One-Time Fees	Recurring Fees*
Subscription Services (Radiology)		\$ 490,686.87
Subscription Services (Cardiology)		\$ 184,924.47
Equipment		\$ 6,279.63
Subtotal Pre-Tax		\$681,890.98
Tax		\$659.36
Year 5 New Quotes TOTAL with Tax:		\$682,550.34
GRAND TOTAL NEW QUOTES Years 1 to 5		\$4,271,127.92

2.2 **FOR EXISTING MAINTENANCE SERVICES: SEE ATTACHMENT 6 FOR YEARLY BREAKDOWN***

Year 1 to 5	One-Time Fees	Recurring Fees*
Radiology Existing Maintenance		\$148,193.91
Radiology 3rd Party Maintenance		\$ 123,089.61
Cardiology Existing Maintenance		\$28,676.02
Cardiology 3rd Party Maintenance		\$11,012.10
Subtotal Pre-Tax		\$310,971.64
Tax		\$32,652.02
Years 1 to 5 Existing Maintenance with Tax:		\$343,623.66

*Includes 3% price increases after Year 1

3. **PAYMENT SCHEDULE:**

3.1. **One-Time Fees:**

100% due on the earlier of (a) Equipment delivery to Customer, or (b) 12 months from the SO Effective Date.

3.2. **Recurring Fees – Equipment Maintenance (For New Quote(s)):** The Equipment Maintenance fees will be due 12 months from the Installation Date for the subsequent 12-month period, and pro-rated to June 30. Subsequent annual Equipment Maintenance Services fees will be due on July 1 of each year.

Recurring Fees – Subscription Services: 100% due on May 26, 2025, and pro-rated to June 30. Subsequent annual Subscription Services fees will be due on July 1 of each year.

3.3. **Recurring Fees- Existing Third Party Software and Equipment Maintenance Services in Attachment 6:** 100% due on July 1, 2025, for the subsequent 12-month period. Subsequent annual recurring fees will be due on July 1 of each year. Any related invoices previously billed from January 1 to December 31, 2025 will be adjusted accordingly.

4. **FACILITIES:**

Customer No.	Data Center Facility
1038372	San Bernardino County on behalf of Arrowhead Regional Medical Center

Facility Customer No.	Data Center Facility
1038372	San Bernardino County on behalf of Arrowhead Regional Medical Center

Attachment 2
Solution Rider
Enterprise Imaging

This Enterprise Imaging 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 OPTUM's Enterprise Imaging identified in the Solution Order.

1. Definitions.

"Add-On Orders" means Customer's purchase of Products or Services that utilizes an existing Change Healthcare imaging or workflow database.

"Annual Exam Volume" or "AEV" means the total number of Exams performed by Customer within one year.

"Exam" means either (a) a unique number corresponding to an exam order (e.g. accession number) associated with at least one stored image, or (b) a complete procedure with a patient ID, a unique date and time, and a unique OPTUM procedure ID. All exams or procedures that meet the criteria in (a) or (b) are Exams, regardless of other factors such as order status or usage.

"Imaging System" means the Customer imaging system(s) utilizing the Subscription Services.

"Licensed Volume" means the volume or size of the usage-based variable(s) identified in the Solution Order.

"PACS" means any picture archiving and communications system.

"Used Volume" means the volume or size of the usage-based variable(s) used by Customer during the relevant period.

"Third Party Pass Through Equipment" means Equipment sold by OPTUM but installed and supported by the original equipment manufacturer and identified in the Solution Order as "Pass Through."

"Third Party Software" means Software owned by a third party and licensed to Customer by OPTUM.

2. Existing Products and Services.

2.1 The parties previously entered into that certain License Agreement No. C0608542, dated February 7, 2006, pursuant to which Customer licensed and purchased various Change Healthcare Products and Services under the initial contracts listed in the below table. Subsequently, Customer expanded the scope of these Products and Services pursuant to Add-On Orders to the respective initial contract.

Product	Initial Contract ("Initial Contract")	Effective Date
Change Healthcare Radiology Solutions™ ("On-premises CHRS")	P0619739	February 7, 2006
Change Healthcare Cardiology ("CH Cardio")	MTT P0620076	February 17, 2006
Datatility	IWS-267858	April 2, 2020

- a. This Solution Order will replace the Initial Contracts for On-Premises CHRS and CH Cardio and become the Initial Solution Order.
- b. The parties agree that the existing On-Premises CHRS and CH Cardio will be governed by the Contract and this Solution Order, unless specified otherwise in this Solution Order.
- c. Datatility is excluded from the Term section of this Solution Order and will continue to be invoiced separately until the later of (1) May 25, 2025, or (2) Customer deletes all data in Datatility. Section 6 Datatility Terms in IWS-267858 will continue to apply until terminated.

2.2 Fees Related to On-premises CHRS and CH Cardio. The following are bundled and included in the annual recurring fee for Change Healthcare Stratus Imaging Core ("Stratus Imaging Core") and Change Healthcare Cardiology Subscription Services:

- a. Software licenses for On-premises CHRS and CH Cardio;
- b. Software Maintenance and Support for the related Third Party Software integrated with On-premises CHRS and CH Cardio; and
- c. Software license for CWI and Managed Services.

2.3 As of May 26, 2025, the following will occur:

- a. OPTUM will invoice Customer for Year 1 annual fee for Stratus Imaging Core Subscription Services and Cardiology Subscription Services;
- b. OPTUM will stop invoicing Customer for the Products and Services listed in Table 1-A and 1-B in Attachment 3;

- c. OPTUM will continue to invoice the Maintenance Services fees for the previously purchased Equipment in Attachment 4 ("Previously Purchased Equipment"). Effective on the Stratus Archive Installation Date, OPTUM will stop invoicing Customer for the Previously Purchased Equipment;
- d. Effective on the completion of the data migration, OPTUM will stop invoicing for the server maintenance in Attachment 4;
- e. OPTUM will continue to invoice the Maintenance Services and Support identified in Attachment 6; and
- f. Implementation of OPTUM Solutions not included in Stratus Imaging Core Subscription Services and Cardiology Subscription Services will require the purchase of additional Products and Services.

3. **Expanded Volume.**

- 3.1. The Licensed Volume set forth in the Solution Order is shared by all Facilities identified on the Solution Order.
- 3.2. Customer will notify OPTUM in writing of any new Facility or new Imaging System using the Products or Services.
- 3.3. The addition of Facilities or new Imaging System to the Solution Order may require that the Customer purchase additional Licensed Volume, as well as additional Software, Services, and Equipment. OPTUM's initial invoice for the associated increase in any recurring Services fees will be pro-rated to the end of the current billing period. Upon payment of any additional Software license fees, Customer's license will be expanded to the higher Licensed Volume.

4. **Annual Review.**

- 4.1. Once per year, OPTUM may remotely access the Software or Subscription Services to measure the Used Volume. OPTUM will not provide any credit or refund for Software license fees, Equipment fees, or Services fees based upon any decrease in usage.

- 4.2. **Non-Stratus Imaging Core Products Annual Review.** If the Used Volume exceeds the Licensed Volume by more than 5%, OPTUM will invoice Customer for:

- a. Software license fees for the additional volume; and,
- b. the associated increase in any recurring Services fees.

- 4.3. **Change Healthcare Stratus Imaging Annual Review**

- 1. "Non-organic Growth" means the addition of any new Facility or new Imaging System, or any Used Volume in excess of 25% of the Licensed Volume during the Initial Term.

2. During the Term, OPTUM will not calculate additional Subscription Services fees for the Facilities identified in this Solution Order or Imaging Systems initially connecting to the Subscription Services, except if Customer has Non-organic Growth. OPTUM will invoice Customer for the associated increase in any recurring Subscription Services fees due to Non-organic Growth.
3. If Customer does not sign a renewal contract or an extension 90 days prior to the end of the Term, Customer must discontinue using the Subscription Services and OPTUM will disable the Subscription Services at the end of the Term.
5. **Rescheduling.** OPTUM will schedule the installation of the applicable Products and Services with Customer, following both parties' execution of this Solution Order. If any Customer initiated rescheduling occurs less than 60 days before the scheduled commencement of the Services, then OPTUM may invoice Customer an amount equal to (a) 15% of the total applicable Services fees and (b) the expenses incurred by OPTUM in connection with the Customer initiated rescheduling, including, without limitation, travel cancellation fees, equipment storage fees, and equipment restocking fees by Third Parties.
6. **Implementation and Training Plan.** OPTUM will work with Customer to develop a mutually agreeable implementation and training schedule that takes into account the workload and the operational hours of each Facility.
7. **Third Party Pass Through Equipment.** OPTUM's sole responsibility with respect to any Third Party Pass Through Equipment identified in the Solution Order is to place the order with the applicable Third Party on behalf of Customer, and if applicable, coordinate the delivery. OPTUM does not make any warranties, express or implied, whatsoever with respect to any Third Party Pass Through Equipment. Customer is responsible for contacting the appropriate Third Party directly for installation and support of all Third Party Pass Through Equipment.
8. **Change Healthcare Cardiology Hemodynamic.** Customer will collaborate with OPTUM personnel to plan and schedule all required training and will use commercially reasonable efforts to promote maximum Customer attendance at all training sessions. At least one Customer employee must complete a two-day offsite BioMed training class before Customer can use the Change Healthcare Cardiology Hemodynamic Software in a live environment.
9. **Change Healthcare Workflow Intelligence.**
 - 9.1 **Connectivity.** OPTUM does not support any third party PACS products. OPTUM will have no liability for any disruption to Customer's access to its PACS or any impairment to the operation or functionality of the Change Healthcare Workflow Intelligence Software resulting from a third party's PACS integration efforts. If Customer intends to utilize the Change Healthcare Workflow Intelligence Software in conjunction with a PACS acquired from a third party, then Customer will:
 - a. notify the appropriate third party PACS database owner that Customer has authorized OPTUM to perform integration services; and

- b. ensure that the third party PACS vendor provides integration capabilities in accordance with OPTUM's specifications.

9.2 **Managed Services for Change Healthcare Workflow Intelligence.** Managed Services for Change Healthcare Workflow Intelligence consists of Implementation Services, consulting services, custom configuration and on-going modification services, superuser training, report customization, and maintenance services for any applicable Equipment provided by OPTUM for the Change Healthcare Workflow Intelligence solutions identified in the Solution Order ("Managed Services").

10. **Software Maintenance and Support Required.** An active term for Software Maintenance and Support for Change Healthcare Workflow Intelligence Software is required for Customer to be eligible to receive Managed Services from OPTUM. Upon any termination or expiration of Software Maintenance and Support for Change Healthcare Workflow Intelligence Software, OPTUM's obligation to provide and Customer's right to receive Managed Services will automatically terminate. No refunds or credits will be due in the event of an early termination by Customer.

11. **On-Site Services.** In conjunction with the Managed Services identified in this Solution Order, OPTUM will provide Customer with up to two consecutive business (non-holiday) days of on-site services ("On-site Period"). The services provided to Customer during the On-Site Period will be identified in a mutually agreed upon project plan and scheduled in advance by the parties in writing. OPTUM will not charge the Customer for travel and living expenses incurred by OPTUM during the On-site Period.

12. **Change Healthcare Stratus Imaging Subscription Services Terms**

12.1 **Return of Customer Data.** Promptly following the termination or expiration of this Solution Order, OPTUM will, at Customer's request, return all Customer data in OPTUM's then-current standard format and media at a price not to exceed four cents (\$0.04) per study. OPTUM will delete all copies of Customer data within 30 days following Customer's written acceptance of the returned Customer data. In the event that OPTUM continues to host the Customer data after the termination effective date, Customer will continue to pay the Subscription Services fees plus any applicable increases until Customer's written acceptance of the returned Customer data is received by OPTUM.

12.2 **Change Healthcare Stratus Imaging Share**

12.2.1 The Subscription Services allows Customers to set up the number of connections identified in the Quote for the purpose of sharing images between Customer and its Permitted Users. Permitted Users are limited to sharing with Customer only.

12.2.2 Customer must have an agreement with Permitted Users that protects OPTUM's Confidential Information in a manner that is consistent with all material respects with the applicable master agreement between OPTUM and Customer.

- 12.2.3 Customer must have an agreement with Permitted Users that governs the use of data in connection with the Subscription Services and in accordance with the applicable privacy and security laws.
- 12.2.4 Customer will be solely responsible for the acts and omissions of its Permitted Users provided access to the Subscription Services, as if they were performed by Customer.
- 12.2.5 Subscription Support does not include support for Permitted Users that are patients of Customer. Customer is solely responsible for addressing all patient questions regarding use of the Subscription Service.
- 12.3 **Assumption of Risk.** Customer assumes the risk of liability for any and all liabilities, losses, damages, claims and expenses (including legal expenses of any kind and nature) arising out of or relating to directly or indirectly to Customer or Permitted Users:
1. negligent use or intentional misuse of the Subscription Services, or
 2. violation of applicable privacy and security laws.
13. **Connectivity.** OPTUM does not support any third party PACS products. OPTUM will have no liability for any disruption to Customer's access to its PACS or any impairment to the operation or functionality of the Change Healthcare Workflow Intelligence™ ("CWI") Software resulting from a third party's PACS integration efforts. If Customer intends to utilize the CWI Software in conjunction with a PACS acquired from a third party, then Customer will:
- a. notify the appropriate third party PACS database owner that Customer has authorized OPTUM to perform integration services; and
 - b. ensure that the third party PACS vendor provides integration capabilities in accordance with OPTUM's specifications.
14. **Retention Management Disclaimer.** CUSTOMER'S USE OF THE RETENTION MANAGEMENT SOFTWARE REQUIRES CUSTOMER TO INPUT RETENTION RULES INTO ITS SYSTEM THAT ARE IN LINE WITH CUSTOMER'S RETENTION POLICIES OR IN ACCORDANCE WITH APPLICABLE LAWS. OPTUM DOES NOT ASSIST CUSTOMER WITH RETENTION POLICIES OR WITH RUNNING DATA DELETION CYCLES. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHICH DATA CAN BE DELETED.

Attachment 3

Previously Licensed Software (Included in Subscription Services)

Cardiology: Table 1-A Related to Section 2.3.b in Attachment 2

Software Part Number	Previously Licensed Software Description	Quote Number	Prior Agreement Number
HDI100	ECG Holter Interface SW pe	89539-3	IWS-301979
HCH100	Hemodynamic at Cath Lab - 2 Chan'l	C08WB2082-02	P135569585A
HCG100	Cardiology ECG Mgmt Software	C08WB2122	P135569585A
CHC-VOL-100	Vol Based License Per Proc	CONVERSION	P202110043680
CIS-VOL-101	Inv Report Vol Based License Per Proc	CONVERSION	P202110043680
CIS-VOL-102	Non-inv Report Vol Based Lcns Per Pro	CONVERSION	P202110043680

Radiology: Table 1-B Related to Section 2.3.b in Attachment 2

Software Part Number	Previously Licensed Software Description	Quote Number	Prior Agreement Number
CH-EV-TERM-01	CH-EV SW Term License	86994-1	IWS-299784
CH-EV-CB-01	CH-EV Couchbase Server Prod. License	86994-1	IWS-299784
CH-EV-CB-02	CH-EV Couchbase Test Database	86994-1	IWS-299784
RRM100	Rad MEIR Retention Management	2015-13125-1	1-1C7WBF
WSA150	Rad Disc Publishing API 1-connect	2015-13125-1	1-1C7WBF
VIV401	MySQL Pro	2015-13125-2	1-1C7WBF
ORC301	Rad Upliff Prod DB Lic SE2	86994-2	IWS-299784
HMI500	Rad Mammography Plus Lic	86994-2	IWS-299784
ORC305	Rad Test DB Lic SE2	86994-3	IWS-299784
HMI100	Rad HMI100 VOLUME Lic	113780-1	OPTY-655088
HMI500	Rad Mammography Plus Lic	113780-1	OPTY-655088
RRM100	Rad MEIR Retention Management	113780-1	OPTY-655088
WSA377	Rad ER wet Read Discrepancy Tool	07WC0114-03	P135569585
HMI100	Rad HMI100 VOLUME Lic	CONVERSION	P156840759
HMI100	Rad HMI100 VOLUME Lic	122970-1	OPTY-823604
HMI500	Rad Mammography Plus Lic	122970-1	OPTY-823604
RRM100	Rad MEIR Retention Management	122970-1	OPTY-823604

**Attachment 4 Previously Purchased Equipment –
(To Be Removed After Stratus Imaging Archive Installation Date.
Server maintenance will be removed after completion of
data migration.)**

Cardiology Equipment: In relation to Section 2.3.c and 2.3.d in Attachment 2.

Hardware Part Number	SAP Material Number	Previously Purchased Equipment Description	Quote Number	Agreement Number	Recurring Fees 01/01/2025 – 12/31/2025
SWU450	85139679	Eqp Sup 3rd Party Software upg N/A N/A	C09WB2051-02	1-YD96J	\$67.08
SWU450	85139679	Eqp Sup 3rd Party Software upg N/A N/A	C09WB2051-02	1-YD96J	\$67.08
HCL213B	85139711	K96101371-CORE+36M 5631005145	89539-2	IWS-301979	\$147.00
HCL213B	85139711	K96101371-CORE+36M 5631005146	89539-2	IWS-301979	\$147.00
VID100BC	85139711	K9306041-CORE+60M 182012015657	89539-2	IWS-301979	\$31.05
HCR100HW1019	85139702	9HZ94UP MXL0233QJ9 (07/18/2023)	89539-2	IWS-301979	\$167.82
HCH400	85139711	S1934CHH-BK 76502129	89539-4	IWS-301979	\$53.61
HCH400	85139711	S1934CHH-BK 76509129	89539-4	IWS-301979	\$53.61
HCH440	85139711	ABCE1442-11MED 50144110R-2020007	89539-4	IWS-301979	\$271.93
HCH440	85139711	ABCE1442-11MED 50144110R-2020011	89539-4	IWS-301979	\$271.93
HCL100BHM	85139711	K9350030-CORE+36M 722012803634	89539-4	IWS-301979	\$136.65
HCL100BHM	85139711	K9350030-CORE+36M 722012803639	89539-4	IWS-301979	\$136.65
HCL100EH	85139711	S1934CHH-BK 79942040	89539-4	IWS-301979	\$48.00
HCL100EH	85139711	S1934CHH-BK 79946040	89539-4	IWS-301979	\$48.00
HCH120HW1019	85139640	9HZ92UP MXL0233SLQ (07/18/2023)	89539-4	IWS-301979	\$273.17
HCH120HW1019	85139640	K9306041-CORE+60M 182012015887	89539-4	IWS-301979	
HCH120HW1019	85139640	MUU-00005 02219-107-624-671	89539-4	IWS-301979	
HCH120HW1019	85139640	9HZ92UP MXL0233SLZ (07/18/2023)	89539-4	IWS-301979	\$273.17
HCH120HW1019	85139640	MUU-00005 02219-107-624-669	89539-4	IWS-301979	
HCH120HW1019	85139640	K9306041-CORE+60M 182012015984	89539-4	IWS-301979	
HCH325EK	85139711	60-1272-12 A26MEVP	89539-4	IWS-301979	\$1,436.69
HCH325EK	85139711	3.920978 769.06558	89539-4	IWS-301979	
HCH325EK	85139711	FAS-000005 CU.F2.0216	89539-4	IWS-301979	
HCH325EK	85139711	FAS-000004 ECU.F2.0214	89539-4	IWS-301979	
HCH325EK	85139711	60-1272-13 A243U79	89539-4	IWS-301979	
HCH325EK	85139711	2.100309 765753830000000679	89539-4	IWS-301979	
HCH325EK	85139711	2.120019 763485840000000351	89539-4	IWS-301979	
HCH325EK	85139711	2.120020 807634858200000047	89539-4	IWS-301979	
HCH325EK	85139711	2.120018 807634858300000061	89539-4	IWS-301979	
HCH325EK	85139711	2.155025 764073880000000321	89539-4	IWS-301979	
HCH200HW1019	85139640	9HZ92UP MXL0243TDM (07/22/2023)	89539-4	IWS-301979	\$429.40
HCH200HW1019	85139640	DS8178-SR7U2100SFW 20162010556041	89539-4	IWS-301979	
HCH200HW1019	85139640	MUU-00005 02219-107-624-670	89539-4	IWS-301979	
HCH200HW1019	85139640	K9306041-CORE+60M 182012015866	89539-4	IWS-301979	
HCH200HW1019	85139640	9HZ92UP MXL0233SLH (07/18/2023)	89539-4	IWS-301979	\$429.40
HCH200HW1019	85139640	MUU-00005 02219-107-624-672	89539-4	IWS-301979	
HCH200HW1019	85139640	K9306041-CORE+60M 182012016438	89539-4	IWS-301979	
HCH200HW1019	85139640	DS8178-SR7U2100SFW 20161010562342	89539-4	IWS-301979	
HCL100ET	85139711	S1934CHH-BK 79945040	89539-5	IWS-301979	\$47.00
HCL100ET	85139711	S1934CHH-BK 77122010	89539-5	IWS-301979	\$47.00
HCT200HW1019	85139702	9HZ92UP MXL0233SLY (7/18/2023)	89539-5	IWS-301979	\$442.61
UPS101A	85139711	SMT1500RM2U AS1519112299	X15ARM001-04	1-1C7WBF	\$94.88
HCL100B	85139711	HCL100B K9301804A-CORE+36M 9386002538	2014-11827-1	1-1C7WCB	\$110.84
HCL100B	85139711	HCL100B K9301804A-CORE+36M 9386002545	2014-11827-1	1-1C7WCB	\$110.84
HCL100B	85139711	HCL100B K9301804A-CORE+36M 9386002544	2014-11827-1	1-1C7WCB	\$110.84
CAL400C	85139711	Barco NIO kit B4100035 101328	2014-11827-1	1-1C7WCB	\$75.93
HCN140H	85139640	EQM NAS SAS 5.5TB Usable K2R15A USE54918DA	2014-11827-1	1-1C7WCB	\$2,001.86

HCL100ET	85139711	EQM for Eizo Color 1 MP single 19" d S1923MKH-BK 61032125	2014-11827-2	1-1C7WCB	\$51.37
HCH440	85139711	ABCE1442-11MED 50144110R-1540069	2014-11827-3	1-1C7WCB	\$355.34
HCH320CSW	85139711	EQM HCH320CSW	2014-11827-3	1-1C7WCB	\$907.42
HCH320CSW	85139711	EQM HCH320CSW	2014-11827-3	1-1C7WCB	\$907.42
HCBI00	85139711	EQM HCBI00	2014-11827-3	1-1C7WCB	\$119.32
HCH310	85139711	Eqp Sup MC Hemo 2 IBP kit AS 264-130-00 A0248	C08WB2082-02	P135569585A	
HCH310	85139711	Eqp Sup MC Hemo 2 IBP kit AS 264-130-00 A0249	C08WB2082-02	P135569585A	
HCH420	85139711	Eqp Sup Hemo Install Kit N/A N/A	C08WB2082-02	P135569585A	
HCA100H2KHW	85139702	RJ365UC 2UA62919QN	M06WD1002-06	P135569585A	\$1,570.47
Total:					\$11,442.38

Radiology Equipment Removals:

Hardware Part Number	SAP Material Number	Previously Purchased Equipment Description	Quote Number	Agreement Number	Recurring Fees 01/01/2025 - 12/31/2025
IBE100	85139710	HMI Maint IBE100 I-beam 4.6 N/A N/A	06CWA0016-13	P135569585	\$75.04
Total:					\$75.04

Attachment 5
Pricing/Quote

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Arrowhead Regional - Stratus Flex Radiology - Archive viewer Share Years 1 - 2

Quoted On: October 31, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 129719

Proposal Summary - All prices are stated in USD

Recurring Annual Fees Summary			
Quote Ref.	Product	Subscription Services	Net Price
129719-1	Stratus Imaging	918,170.00	918,170.00
San Bernardino County on behalf of Arrowhead Regional Medical Center Subtotal		918,170.00	918,170.00
			Total
Proposal List Price		918,170.00	918,170.00
Proposal Net Total		918,170.00	918,170.00

*Pricing on this quote does NOT include any taxes or duties.

Customer:	San Bernardino County on behalf of Arrowhead Regional Medical Center	Quoted On:	October 31, 2024
Contract:	OPTY-714244	Quote Expiry Date:	See page 1 of contract
Customer No.:	1038372	Quote Number:	129719
Project:	Arrowhead Regional - Stratus Flex Radiology - Archive viewer Share Years 1 - 2		

Proposal Notes

Change Healthcare Stratus Imaging Core - Radiology Annual Study Volume: 245,500

Includes:

- Change Healthcare Stratus Imaging Archive
- Change Healthcare Stratus Imaging Viewer
- Change Healthcare Stratus Imaging Share
- Change Healthcare Stratus Imaging Discover
- Change Healthcare Radiology Solutions
 - Change Healthcare Mammography Plus
 - Change Healthcare VTRIP
 - Change Healthcare Workflow Intelligence (Interpretation and Quality Workflows)
 - Change Healthcare Imaging Fellow
 - Change Healthcare Retention Management

This quote was created, based on the following data points (Radiology):

245,500 exams annually, which are approximately 33MB/study in size

Radiology archive is currently 85TB, with each study in the archive being approximately 29MB/study in size

There are a total of 3,052,711 studies in the Radiology archive

Change Healthcare Imaging Share:

Imaging Share is scoped for 245,500 annual studies.

Unlimited sharing by the contracted facility for the duration of the contract.

HL7 inbound interface to edge server to accept report messages from Customer's EHR systems.

Integration with Customer-supplied Active Directory.

Shared images will be accessible for 60 days.

Customer supplies virtual environment, antivirus and OS license that meet Change Healthcare specification for the edge servers at Arrowhead Regional Medical Center and the spoke locations.

Enterprise location is Arrowhead Regional Medical Center.

***Customer will enable and configure EHR(s) to support the SMART on FHIR application launcher.

***Adequate internet connectivity and network infrastructure, as determined by Change Healthcare, must be online to support the normal operation of Stratus Imaging.

Radiology Solutions Servers

1 VM Database Server

4 VM Application Servers

Existing switches will be reused. Requires F5 firmware version 13 or higher

1 VM Integrated Test Server

Includes Oracle SE2 licenses.

Implementation Services

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Arrowhead Regional - Stratus Flex Radiology - Archive viewer Share Years 1 - 2
Quoted On: October 31, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 129719

VM Build Services
Upgrade Services

Workflow Intelligence

1 Data base server
1 Application server
1 Test server

Professional Services

Data Move Services

Training

Webinar session will provide overview of changes to expect with your upgrade

Integrations

Includes integration to currently integrated 3rd party applications as per site for the duration of the contract
Customer is responsible for all 3rd party product configuration and connectivity charges

Out of Scope VM Environment

CPACS Web client Workstations On Prem Storage

Add On Services (Not Included)

Additional Services & Implementations, such as Implementation Services planned and occurring after Upgrade
Facility Addon services

Other new 3rd party solutions added after original implementation

Database split / merge and data move services

Data cleansing or MRN consolidation / EMPI rollout Additional EMR Schema Other new 3rd party solutions added after original implementation

***Customer is responsible for all other 3rd party product configuration and connectivity charges

Change Healthcare Radiology Solutions 14.2.1 security requirements:

Radiology Solutions application servers:

Each application server requires an SSL certificate

Incoming web traffic must use https with the certificate common name

Radiology Solutions load balancing switches:

Each load balancing switch requires an SSL certificate

Incoming web traffic must use https with the certificate common name

Communications with the server web pools must use an SSL profile

Here are three types of certificates we can use:

Commercial Certificate issued by an external Certificate Authority

Domain Certificate issued by the domain Certificate Authority

Self-Signed Certificate issued by each Radiology Solutions server

Customer:	San Bernardino County on behalf of Arrowhead Regional Medical Center	Quoted On:	October 31, 2024
Contract:	OPTY-714244	Quote Expiry Date:	See page 1 of contract
Customer No.:	1038372	Quote Number:	129719
Project:	Arrowhead Regional - Stratus Flex Radiology - Archive viewer Share Years 1 - 2		

Note: Self-Signed Certificates are for temporary use on test systems only.

Use of legacy encryption suites such as SSL version 3.0 and TLS version 1.0 is discouraged due to known issues. Change Healthcare recommends using TLS version 1.2 or higher.

Out of Scope

VMware environment
Document scanners
Workstations
On Prem Storage

***This system is configured for a virtualized environment; Customer must provide environment in accordance with Change Healthcare Solutions Technical Specifications. Change Healthcare does not provide Equipment Maintenance for virtualized servers.

***Customer to supply Microsoft Windows Server and Antivirus licenses.

***Customer to provide WAN connection to Stratus in accordance with Change Healthcare Solutions Technical Specifications.

Implementation:

- Includes:
 - Implementation Services scheduled and completed in one contiguous project schedule as set forth in the mutually agreed project plan, in the following order:
 - Share and Workflow Interpretation installed concurrently.
 - Analytics
 - Quality Workflows (3 quality workspaces)
 - VM Build and Remote technical implementation services for a single instance of the Change Healthcare Radiology Solution system.
 - Up to one Database server, two Application servers, one Network Attached Storage, one Load Balancer
 - VM Build and Remote configuration for one test system (All-in-one virtual)
 - HL7 interface for one RIS and one inbound / outbound feed pair
 - Two remote user training sessions for Technologist Superusers, Radiologists, and PACS Admins up to 8 students per group
 - One remote ASM200 session, up to 3 students per class
 - On-site go-live support, up to one week at the primary location for up to 12 Radiologists
 - One follow-on migration from on-premises to cloud solution per contract terms
 - 24x7 Customer and System Support via Phone & Web Portal
 - Standard data migration from a single incumbent radiology PACS to Change Healthcare Radiology Solutions
- Does not include:
 - Implementation services planned and occurring after initial system rollout, including:
 - Additional CHWI spaces
 - Care Continuance or NSS
 - Integration with new customer EMR

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Arrowhead Regional - Stratus Flex Radiology - Archive viewer Share Years 1 - 2

Quoted On: October 31, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 129719

- Any deferrals prompting a non-contiguous project
- Replacement of additional customer PACS beyond the primary system
- Additional training and support
 - Second week go-live support
 - Optimization
 - On-site training
- Integration with customer-owned systems
- Non-standard migration services
 - Database split / merge and data move services
 - Data cleansing or MRN consolidation / EMPI rollout
 - Cache moves
 - Migration of additional customer PACS beyond the primary system

See Statement of Work for Implementation Services for additional terms, if applicable.

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Arrowhead Regional - Stratus Flex Radiology - Archive viewer Share Years 1 - 2

Quoted On: October 31, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 129719

Line Item Details

San Bernardino County on behalf of Arrowhead Regional Medical Center					Stratus Imaging	129719-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Subscription Services							
1		STRH200	72035178 NA	Change Healthcare Stratus Imaging Core without Premium Analytics - Subscription Services			918,170.00
Total:							918,170.00

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

CHANGE HEALTHCARE STRATUS IMAGING (“STRATUS IMAGING”)

STATEMENT OF WORK

Prerequisites

The following prerequisites (“**Prerequisites**”) must be met before implementation of the movement of data can begin and must be in place for the duration of the project:

- The Change Healthcare Radiology Solutions, third-party PACS, Change Healthcare Cardiology, third-party CPACS, (“Source”) must be fully operational and functional.
- Adequate internet connectivity and network infrastructure, as determined by Change Healthcare, must be online to support the normal operation of Stratus Imaging, including a static IP for Customer to connect to the internet.
- Customer will provide virtual infrastructure to host the Change Healthcare on-premise Stratus Imaging gateway appliances and migration servers.
- If required, Customer will provide appropriate rack space and local IT support for the data shuttles (rack space, IP, and rack/de-rack services).
- The storage devices must be connected via Ethernet Network and accessible through TCP-IP protocol.
- The storage devices will be fully operational and functional, and Customer will provide Change Healthcare with read access.
- Customer will provide a copy of HL7 feed currently sent to Source which will be used by the Change Healthcare on-premise Stratus Imaging gateway.
- The Source system must be under a valid support agreement with the applicable vendor.
- The Source system must be configured to allow the Change Healthcare migration server to perform a DICOM Query/Retrieve (CFIND, CMOVE) operations.
- Customer’s EHR system is capable of integrating with Change Healthcare Stratus Imaging Viewer via one of the integration methods that Change Healthcare supports.

Scope and Goals

- The goal of this project is to successfully move all the stored DICOM data from the Source Archive to the Destination Archive.
- Data will be moved as stored by PACS without coercion to DICOM image attributes.
- Movement or alteration of data above and beyond the specified scope will require additional charges at Change Healthcare’s standard time and materials rate.
- Change Healthcare will make three attempts to migrate Exams to the target after which time it is considered out of scope for the migration.
- Some studies may not be migrated due to reasons beyond the control of Change Healthcare (i.e. corrupted data, non-retrievable data, corrupted media, and image association problems). Data that is non-DICOM or proprietary DICOM or is not a DICOM image object will not be migrated. Change Healthcare will provide a report to Customer of any Customer data that is not migrated, or which fails to migrate identifying unmigrated data and documents.
- When migrating data from non-Change Healthcare systems, some items may not migrate such as image annotations, measurements, presentation states, key images, scanned documents and reports. These data elements can only be migrated if they are fully compliant DICOM objects.
- If applicable:
 - For radiology systems other than Change Healthcare Radiology PACS, Customer will provide Change Healthcare with a flat file format of report data in accordance with Change Healthcare specification to be loaded into Stratus Imaging.

- For Change Healthcare Radiology PACS, reports will be migrated by Change Healthcare. Any reports that are not properly stored in the Change Healthcare Radiology PACS will not be migrated.
- Cardiology reports will be migrated as DICOM encapsulated PDFs. It is expected that cardiology reports that are stored in third party vendor storage are valid DICOM files and available through DICOM transactions. Any reports that are not valid DICOM files will not be migrated.
- Change Healthcare requests that a database extract be obtained from the Source. In the event this is unavailable, Change Healthcare will perform a DICOM CFIND inventory of Source system. Any Exams that are not returned by Source during the CFIND inventory will be considered out of scope for the migration. Customer accepts that out of scope Exams will not be migrated.
- The data migration will be deemed completed when Customer's data within the scope of this SOW has been migrated and a final migration report is delivered to the Customer by Change Healthcare.
- Change Healthcare will install tools to acquire operational imaging data from Source for the purpose of visualizing the data that enables Customer to analyze the data to identify trends and areas of improvement, as needed.
- The following items are out of scope and are not covered by this Statement of Work:
 - Movement of non-DICOM HIPAA event logs, scan documents, and voice clips.
 - In the event faulty archive media is encountered, a third-party data recovery vendor will need to be engaged. Customer is responsible for the costs of this service.

Customer Responsibilities

Customer will:

- Pay for any third-party costs associated with the implementation of Stratus Imaging.
- Pay for any third-party PACS and third party CPACS costs, including but not limited to configuring the third party PACS and third party CPACS to allow the Change Healthcare migration server to Query/Retrieve, providing database extracts from the source system, and updating the archive location (pointers) in the database to the Stratus Imaging gateway.
- If applicable, pay for off-site data storage vendor to move image data to the cloud. This includes the coordinated movement of data to the cloud where it is accessible by Change Healthcare and providing extracts that include updated patient demographics to be applied to the data.
- Configure Customer's EHR(s) HL7 interface to send ADT, ORM, and ORU to Stratus Imaging.
- If applicable, enable and configure Customer's EHR(s) to support the SMART on FHIR application launcher, and be responsible for any transactional EHR costs related to the use of FHIR integration.
- If applicable, update existing EHR links and/or involve the EHR vendor to update existing EHR links to launch Change Healthcare Stratus Imaging Viewer, and be responsible for any costs related to updating existing EHR links.
- If applicable, implement dynamic encryption of URLs or involve EHR vendor to implement dynamic encryption of URLs to launch Change Healthcare Stratus Imaging Viewer, and be responsible for any costs related to implementation of dynamic encryption of URLs.
- Provide the project Prerequisites.
- Assign a technical staff member who will be available during Customer's regular business hours for Change Healthcare to contact.
- Provide Change Healthcare remote VPN access to Source.
- Maintain system access and ensure that the system is operational.
- Physically and virtually protect Stratus Imaging gateway from unauthorized access and malicious attacks.
- Perform all on site media handling. Engage and contract with a third-party vendor in the event that faulty media necessitates third party assistance.
- Maintain and periodically replace Stratus Imaging gateway instances at Change Healthcare direction.

Provide a list of Customer's application users.

Change Healthcare Responsibilities

Change Healthcare will:

- Assign a project manager for the implementation of Stratus Imaging. This project manager will facilitate Change Healthcare resources to perform the following:
 - Deploy Stratus Imaging gateway and test it with Source.
 - Configuration of the Stratus Imaging inbound HL7 interface to accept ADT and ORM messages from Customer's EHR systems.
 - One-time remote configuration of the Stratus Imaging outbound HL7 interface to send study availability notification messages to Customer's EHR systems, if appropriate.
 - Testing and validation of connectivity to EHR system.
 - Deploy and configure the migration servers and software to interact with Source.
 - One on-site administrator training session for three days for the Stratus Imaging modules that are within the scope of this project.
- Use commercially reasonable efforts to provide advanced notice for interactions with Customer's designated contact that require substantial or prolonged work efforts.
- Assign a project manager who will manage the project and interaction with other Change Healthcare teams.
- Move all studies that are available to be moved in accordance with the guidelines specified in the Scope and Goals section above.
- Coordinate with third party vendors, their support and Customer as needed.
- Update Stratus Imaging in accordance with Change Healthcare development cycle.
- Monitor the project remotely and provide progress reports.
- Provide appropriate project closeout documentation.

Mutual Responsibilities

Both Change Healthcare and Customer will:

- Build a mutually agreed project plan that will include site onboarding schedules, named resources and expected deliverables.
- Conduct project status meetings and conference calls to discuss the progress of the project.
- Create and maintain the project issues list.
- Assign technical staff members as needed to resolve technical problems that may delay the project progress.
- All work is to be performed remotely during regular business hours, 8am-5pm PST, Mon-Fri. If a change in scope requires an on-site visit, it will be billable as time and materials plus actual travel cost per Change Healthcare's travel policy.

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Arrowhead Regional - Stratus Flex Radiology - Archive viewer Share - Years 3 - 5

Quoted On: November 1, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 129733

Proposal Summary - All prices are stated in USD

Recurring Annual Fees Summary			
Quote Ref.	Product	Subscription Services	Net Price
129733-1	Stratus Imaging	449,048.00	449,048.00
San Bernardino County on behalf of Arrowhead Regional Medical Center Subtotal		449,048.00	449,048.00
			Total
Proposal List Price		918,170.00	918,170.00
Proposal Discount		469,122.00	
Discount %		51.09	
Proposal Net Total		449,048.00	449,048.00

*Pricing on this quote does NOT include any taxes or duties.

Customer:	San Bernardino County on behalf of Arrowhead Regional Medical Center	Quoted On:	November 1, 2024
Contract:	OPTY-714244	Quote Expiry Date:	See page 1 of contract
Customer No.:	1038372	Quote Number:	129733
Project:	Arrowhead Regional - Stratus Flex Radiology - Archive viewer Share - Years 3 - 5		

Proposal Notes

See Statement of Work for Implementation Services for additional terms, if applicable.

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

Contract: OPTY-714244

Customer No.: 1038372

Project: Arrowhead Regional - Stratus Flex Radiology - Archive viewer Share - Years 3 - 5

Quoted On: November 1, 2024

Quote Expiry Date: See page 1 of contract

Quote Number: 129733

Line Item Details

San Bernardino County on behalf of Arrowhead Regional Medical Center					Stratus Imaging	129733-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Subscription Services							
		STRH200	72035178 NA	Change Healthcare Stratus Imaging Core without Premium Analytics - Subscription Services			449,048.00
Total:							449,048.00

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Cardiology Subscription Model

Quoted On: August 25, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 128062

Proposal Summary - All prices are stated in USD

One Time Fee Summary				
Quote Ref.	Product	Equipment	Education Services	Net Price
128062-1	CPACS	8,328.78		8,328.78
128062-2	HEMO	56,670.14	3,000.00	59,670.14
128062-3	Cardiology Test	3,284.20		3,284.20
San Bernardino County on behalf of Arrowhead Regional Medical Center Subtotal		68,283.12	3,000.00	71,283.12
				Total
Proposal List Price		68,283.12	3,000.00	71,283.12
Proposal Net Total		68,283.12	3,000.00	71,283.12

Recurring Annual Fees Summary				
Quote Ref.	Product	Change Healthcare Software	Equipment	Net Price
128062-1	CPACS	164,303.00		164,303.00
128062-2	HEMO		5,418.33	5,418.33
128062-3	Cardiology Test		328.42	328.42
San Bernardino County on behalf of Arrowhead Regional Medical Center Subtotal		164,303.00	5,746.75	170,049.75
				Total
Proposal List Price		181,765.00	5,746.75	187,511.75
Proposal Discount		17,462.00		
Discount %		9.61		
Proposal Net Total		164,303.00	5,746.75	170,049.75

*Pricing on this quote does NOT include any taxes or duties.

Customer:	San Bernardino County on behalf of Arrowhead Regional Medical Center	Quoted On:	August 25, 2024
Contract:	OPTY-714244	Quote Expiry Date:	See page 1 of contract
Customer No.:	1038372	Quote Number:	128062
Project:	Cardiology Subscription Model		

Proposal Notes

Change Healthcare Cardiology Annual Study Volume: 10,583
Change Healthcare Cardiology ECG Management Annual Study Volume: 30,000

Includes:

- Change Healthcare Stratus Imaging Archive
- Change Healthcare Stratus Imaging Viewer
- Change Healthcare Stratus Imaging Share
- Change Healthcare Cardiology Solutions
 - Change Healthcare Cardiology Hemodynamics
 - Change Healthcare Cardiology ECG Management
 - Change Healthcare Cardiology Invasive Reporting
 - Change Healthcare Cardiology Non-Invasive reporting

Conversion of existing CPACS Licensing
Conversion of existing Reporting and measurement Licenses
Conversion of Existing Hemo Licenses
Conversion of Existing ECG Licenses

This quote was created, based on the following data points (Cardiology):
10,583 exams annually, which are approximately 300MB/study in size
Cardiology archive is currently 27TB, with each study in the archive being approximately 225MB/study in size
There are a total of 125,829 studies in the Cardiology archive

Change Healthcare Imaging Share:

Imaging Share is scoped for 10,583 annual studies.
Unlimited sharing by the contracted facility for the duration of the contract.
HL7 inbound interface to edge server to accept report messages from Customer's EHR systems.
Integration with Customer-supplied Active Directory.
Shared images will be accessible for 60 days.
Customer supplies virtual environment, antivirus and OS license that meet Change Healthcare specification for the edge servers at Arrowhead Regional Medical Center and the spoke locations.
Enterprise location is Arrowhead Regional Medical Center.
Customer will enable and configure EHR(s) to support the SMART on FHIR application launcher.
Adequate internet connectivity and network infrastructure, as determined by Change Healthcare, must be online to support the normal operation of Stratus Imaging.

Arrowhead Regional Medical Center -- Cardiology v15.x Upgrade with Hardware Refresh

This proposal requires CHC v15.0.1 Package 9 or higher

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Cardiology Subscription Model

Quoted On: August 25, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 128062

Facilities Included in the Proposal Scope:
Arrowhead Regional Medical Center

Replaces following Virtual Servers:
ARMC-CHCSQLSRV -- Database Server
ARMC-CHCWEBSRV -- Web Server
ARMC-CHCAPP1SRV -- Application Server
ARMC-CHCAPP2SRV -- Application Server
ARMC-CHCTESTSRV -- Test Server

Additional Web server for load balancing

Replaces following Test Station:
TINFOSYS1

Replaces following Hemo Workstation:
INFOSYSTEM01\RTMON1
INFOSYSTEM02\RTMON2

Replaces following PB1000 units
INFOSYSTEM01 -- 769.06567
INFOSYSTEM02 -- 769.06565
Spare Kit -- 769.06558

PB3000 Upgrade Scope:

PB3000 onsite implementation services
PB3000 onsite training/support
BioMed Training class
1 x PB3000 Repair Kit
1 x PB3000 Test Kit

LAB 1:

1x PB3000 Hemo Kit
1x CHC supplied monitor for RT Display in Procedure Room
Customer supplied large panel BOOM display

LAB 2:

1x PB3000 Hemo Kit
1x CHC supplied monitor for RT Display in Procedure Room
Customer supplied large panel BOOM display

Hemodynamics Requirements:

PB3000 Requires CHC 15.0.1 Package 12 or CHC 15.1 Package 1
Conduit cable package will be shipped in advance. Customer responsibility

to have these cables pulled through the conduits prior to Hemodynamic installation

Customer:	San Bernardino County on behalf of Arrowhead Regional Medical Center	Quoted On:	August 25, 2024
Contract:	OPTY-714244	Quote Expiry Date:	See page 1 of contract
Customer No.:	1038372	Quote Number:	128062
Project:	Cardiology Subscription Model		

BOOM Monitors that are supplied by Change Healthcare, a hospital emergency power outlet (red socket) is needed near the BOOM in a distance of up to 25 ft. in length, per lab.

Emergency power outlet in within 25 feet of the patient table is required

For more information and prerequisites, please check the Approved System

Configuration CHC Hemodynamics CGUD-10121 document

Upgrade Services:

Server Replacement Services
Cardiology Version 15.x Upgrade Services
Hemo workstation & PB1000 replacement services
Echo Report Update Services
TAVR Report Implementation
Unlimited Education courses for first year

Year 2 Software update with Cath report update services

*Site currently on Cardiology Version 14.2 Package 11

Customer Responsibilities:

Customer to supply Antivirus program for all servers & workstations
Customer to supply Windows 2022 OS licenses for all VM Servers and provide Change Healthcare with Customer's license keys to install on the Equipment
Customer to supply SQL 2019 for Production and Test Database Servers and provide Change Healthcare with Customer's license keys to install on the Equipment
Virtual compute requirements to meet Cardiology v15.x specifications
All Users must be active directory users
Web Traffic must be encrypted using TLS 1.2/1.1 encryption with a supported cipher
Web server cannot have open ports to the internet
Utilize existing load balance switch for multi web functionality
MMC console will be accessible from Change Healthcare Cardiology Servers and HEMO stations (if applicable), not from the web client stations. If these modes of access are not approved due to security or workflow concerns the customer will need to provide Microsoft RDS (Remote Desktop Service) licensing for MMC access

Third Party Applications

Includes integration to currently integrated 3rd party applications as per site for the duration of the contract
Customer is responsible for all 3rd party product configuration and connectivity charges

Out of Scope

VM Environment
CPACS Web client Workstations

Customer:	San Bernardino County on behalf of Arrowhead Regional Medical Center	Quoted On:	August 25, 2024
Contract:	OPTY-714244	Quote Expiry Date:	See page 1 of contract
Customer No.:	1038372	Quote Number:	128062
Project:	Cardiology Subscription Model		

On Prem Storage

Add On Services (Not Included)

Additional Services & Implementations, such as Implementation Services planned and occurring after Upgrade
Facility Addon services
Database split / merge and data move services
Data cleansing or MRN consolidation / EMPI rollout Additional EMR Schema
Other new 3rd party solution Addons after original implementation
Conversion to a net new EMR
Integration with customer-owned systems
Staff augmentation
Additional Optimization services

ISVC parts have been removed from one or all subquotes on this proposal. Please reach out to your sales representative if you have any questions.

See Statement of Work for Implementation Services for additional terms, if applicable.

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Cardiology Subscription Model

Quoted On: August 25, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 128062

Line Item Details

San Bernardino County on behalf of Arrowhead Regional Medical Center					CPACS	128062-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Recurring Software							
1	1	CARD-SI-SAAS-ARMC	72036213 NA	Arrowhead Regional Medical Center - Cardiology Imaging, Reporting & Hemo with Stratus Archive, Viewer & Imaging Share Subscription			164,303.00
Equipment							
2	1	HCD100V2K22	80015052 NA	Change Healthcare Cardiology virtual Database Server - Requires customer supplied VMware server and SAN storage environment	292.54	292.54	
3	2	HCW100V2K22	80015051 NA	Change Healthcare Cardiology virtual Web server - requires customer supplied VMware ESX server and SAN storage	292.54	585.08	
4	2	HCS800V2K2	80015059 NA	Change Healthcare Cardiology virtual App server - Requires customer supplied VMware server and SAN storage environment.	2,483.72	4,967.44	
5	1	HCT100V2K2	80015062 NA	Change Healthcare Cardiology virtual Test Server - Requires customer-supplied VMware ESX server and SAN storage environment	2,483.72	2,483.72	
Subtotal Equipment						8,328.78	
Total:						8,328.78	164,303.00

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Cardiology Subscription Model

Quoted On: August 25, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 128062

Line Item Details (Cont'd)

San Bernardino County on behalf of Arrowhead Regional Medical Center					HEMO	128062-2	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Equipment							
1	2	HCL213EH	80011631 82020343	EIZO Single 2.3MegaPixel Color 24 display - Change Healthcare Cardiology Hemo or Hemodynamics - incl 5y Hot Swap	392.15	784.30	78.44
2	2	HCH601	80014461 82022783	Change Healthcare Cardiology Hemodynamics PB3000 for upgrades	8,177.78	16,355.56	1,635.56
3	2	HCH610	80014469 NA	Change Healthcare Cardiology Hemodynamics PB3000 cable package for pre-shipment	82.80	165.60	
4	2	HCL100BHM	80008127 82015561	Barco LCD Single 1MP Color 19" display for Hemo or Hemodynamics - incl 3y Hot Swap	957.53	1,915.06	191.50
5	2	HCH488	80014254 82022506	HCH488: Hemodynamics PB3000 Extron DTP DVI 4K 230 Tx Rx Video Transmitter and Receiver	1,040.36	2,080.72	208.08
6	2	HCH434	80011045 NA	Change Healthcare Cardiology Hemo or Hemodynamics DVI Isolator	837.99	1,675.98	
7	2	HCH486	80013825 82022226	Change Healthcare Cardiology DVI Splitter 4 ports, 1x DMS-59 to Dual DVI cable, 1x DP to DVI cable, 1x 3ft DVI cable, 2x 10 ft DVI cable,	787.72	1,575.44	157.54
8	1	HCH600EK	80015073 82023217	HCH600EK Change Healthcare Cardiology Hemodynamics Emergency Repair Kit with PB3000 DVI connection	11,185.94	11,185.94	1,118.59
9	1	HCH351	80011101 NA	Change Healthcare Cardiology Hemodynamics Test Kit PB3000 upgrade	165.48	165.48	
10	2	HCH130HW1 021	80014892 82023137	Change Healthcare Cardiology Hemodynamics Clinical Workstation for PB3000 - HP - no display - Defective Media Retention	2,147.16	4,294.32	429.44
11	2	HCH200HW1 021	80014889 82023134	Change Healthcare Cardiology Hemo or Hemodynamics Information System - HP - without display - Defective Media Retention	3,445.22	6,890.44	689.04

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Cardiology Subscription Model

Quoted On: August 25, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 128062

Line Item Details (Cont'd)

San Bernardino County on behalf of Arrowhead Regional Medical Center						HEMO	128062-2
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
12	2	HCH440	80002765 82014778	HCH440 Change Healthcare Cardiology Hemo or Hemodynamics Medical Grade UPS	3,312.70	6,625.40	662.54
13	2	HCL100EH	80011721 82020433	Change Healthcare Cardiology Hemo or Hemodynamics - Color 1MP 1H EIZO 19 - incl 5y Hot Swap	418.84	837.68	83.76
14	2	HCH436	80011042 NA	Change Healthcare Cardiology LAN Isolator	239.93	479.86	
15	2	HCL213BH	80011632 82020344	BARCO Single 2 MegaPixel Color 24 display - Change Healthcare Cardiology Hemo or Hemodynamics - incl 3y Hot Swap	819.18	1,638.36	163.84
Subtotal Equipment						56,670.14	5,418.33
Education Services							
16	1	CAR210I	75004710 NA	Change Healthcare Cardiology Hemo or Hemodynamics BioMed training course - per attendee - Travel and relate living expenses are not included in the tuition fee	3,000.00	3,000.00	
Total:						59,670.14	5,418.33

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

A-1-8

Customer: San Bernardino County on behalf of Arrowhead Regional Medical Center
Contract: OPTY-714244
Customer No.: 1038372
Project: Cardiology Subscription Model

Quoted On: August 25, 2024
Quote Expiry Date: See page 1 of contract
Quote Number: 128062

Line Item Details (Cont'd)

San Bernardino County on behalf of Arrowhead Regional Medical Center				Cardiology Test		128062-3	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Equipment							
		HCT200HW1 021	80014894 82023139	Change Healthcare Cardiology Hemo or Hemodynamics Test Info System Workstation - HP - without display - Defective Media Retention	3,284.20	3,284.20	328.42
Total:						3,284.20	328.42

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing Proposal or otherwise regarding additional Products or Facilities that are not set forth herein.

A-1-9

ADMINISTRATION:	
Sold To:	Ship To: *
San Bernardino County on behalf of Arrowhead Regional Medical Center	Arrowhead Regional Medical Center
400 N Pepper Ave	400 N Pepper Ave
Colton, CA, 92324	Colton, CA, 92324-1801
Federal Tax ID No: 95-6002748	Telephone: 909.580.1572
	E-Mail: cundieffs@armc.sbcounty.gov
	*Ship To details can change based on Customer's request or based on PO provided by Customer.
Bill To: *	
Arrowhead Regional Medical Center	
400 N Pepper Ave	
Colton, CA, 92324-1801	
PO Box:	
Attention:	
Telephone:	
Email:	
*If Customer provides a PO with Bill To details different from above, use Bill To details in the PO.	
Maintenance / Recurring Fees Bill To: (If different from above Bill To, please fill in below.)	

Attachment 6

Existing Maintenance Services Related to Section 2.3.b in Attachment 2

Change Healthcare Radiology Solutions™

Equipment Maintenance Services:

Equipment Part Number	Material	Previously Purchased Equipment Description	Quote Number	Agreement Number	Recurring Fee	Start Date	End Date
VID100B	85139710	182119003228	100463-1	IWS-475988	\$ 45.51	01/01/2025	12/31/2025
VID100B	85139710	182119003502	100463-1	IWS-475988	\$ 45.51	01/01/2025	12/31/2025
VID100B	85139710	182119003522	100463-1	IWS-475988	\$ 45.51	01/01/2025	12/31/2025
VID100B	85139710	182119003544	100463-1	IWS-475988	\$ 45.51	01/01/2025	12/31/2025
VID100B	85139710	182119003554	100463-1	IWS-475988	\$ 45.51	01/01/2025	12/31/2025
VID100B	85139710	182119003563	100463-1	IWS-475988	\$ 45.51	01/01/2025	12/31/2025
DDG340B	85139710	EQM Gray 3MP 4H Barco COR 21" NoGC K9602385-CORE+60M 2590010155	2015-13125-1	1-1C7WBF	\$ 2,877.49	01/01/2025	12/31/2025
DDG340B	85139710	EQM Gray 3MP 4H Barco COR 21" NoGC K9602385-CORE+60M 2590008846	2015-13125-1	1-1C7WBF	\$ 2,877.49	01/01/2025	12/31/2025
DDG340B	85139710	EQM Gray 3MP 4H Barco COR 21" NoGC K9602385-CORE+60M 2590010699	2015-13125-1	1-1C7WBF	\$ 2,877.49	01/01/2025	12/31/2025
DDG340B	85139710	EQM Gray 3MP 4H Barco COR 21" NoGC K9602385-CORE+60M 2590005743	2015-13125-1	1-1C7WBF	\$ 2,877.49	01/01/2025	12/31/2025
DDG340B	85139710	EQM Gray 3MP 4H Barco COR 21" NoGC K9602385-CORE+60M 2590008872	2015-13125-1	1-1C7WBF	\$ 2,877.49	01/01/2025	12/31/2025
MAMM-UPL	85139710	EQM Mammo uplift package	2015-13125-1	1-1C7WBF	\$ 39.90	01/01/2025	12/31/2025
DDG520B	85139710	EQM Gray 5MP 2H Barco COR 21" NoGC K9602712-CORE+60M 1891008987	2015-13125-1	1-1C7WBF	\$ 1,307.27	01/01/2025	12/31/2025
DDG520B	85139710	EQM Gray 5MP 2H Barco COR 21" NoGC K9602712-CORE+60M 1891009665	2015-13125-1	1-1C7WBF	\$ 1,307.27	01/01/2025	12/31/2025
RMX100H	85139701	769505-B21 2M2546002W	X15ARM001-04	1-1C7WBF	\$ 663.30	01/01/2025	12/31/2025
HPA622V	85139678	F5LTM3GV13 CYMHA-MOAPSG	86994-2	IWS-299784	\$ 3,488.80	01/01/2025	12/31/2025
HPA622V	85139678	F5LTM3GV13 CYMHA-MOAPSG	86994-2	IWS-299784	\$ 3,488.80	01/01/2025	12/31/2025
VID240B	85139710	K9306043-CORE+60M 182013010213	86994-2	IWS-299784	\$ 98.00	01/01/2025	12/31/2025
VID240B	85139710	K9306043-CORE+60M 182013010231	86994-2	IWS-299784	\$ 98.00	01/01/2025	12/31/2025
VID240B	85139710	K9306043-CORE+60M 182013010234	86994-2	IWS-299784	\$ 98.00	01/01/2025	12/31/2025
VID240B	85139710	K9306043-CORE+60M 182013010226	86994-2	IWS-299784	\$ 98.00	01/01/2025	12/31/2025
VID240B	85139710	K9306043-CORE+60M 182013010087	86994-2	IWS-299784	\$ 98.00	01/01/2025	12/31/2025
VID240B	85139710	K9306043-CORE+60M 182013010085	86994-2	IWS-299784	\$ 98.00	01/01/2025	12/31/2025

ADV-WKS700HW 10	85139700	5EH46UP#ABA MXL01249ZM (07/05/2023)	86994-2	IWS- 299784	\$ 394.86	01/01/2025	12/31/2025
ADV-WKS700HW 10	85139700	5EH46UP#ABA MXL01249ZD (04/30/2023)	86994-2	IWS- 299784	\$ 394.86	01/01/2025	12/31/2025
ADV-WKS700HW 10	85139700	5EH46UP#ABA MXL01249Z1 (07/05/2023)	86994-2	IWS- 299784	\$ 394.86	01/01/2025	12/31/2025
ADV-WKS700HW 10	85139700	5EH46UP#ABA MXL01249ZL (04/30/2023)	86994-2	IWS- 299784	\$ 394.86	01/01/2025	12/31/2025
ADV-WKS700HW 10	85139700	5EH46UP#ABA MXL01249Z5 (04/30/2023)	86994-2	IWS- 299784	\$ 394.86	01/01/2025	12/31/2025
ADV-WKS700HW 10	85139700	5EH46UP#ABA MXL01249ZJ (07/05/2023)	86994-2	IWS- 299784	\$ 394.86	01/01/2025	12/31/2025
Subtotal Pre-Tax Year 1					\$27,913.00		
Subtotal Pre-Tax Year 2*					\$28,750.02		
Subtotal Pre-Tax Year 3*					\$29,612.90		
Subtotal Pre-Tax Year 4*					\$30,501.29		
Subtotal Pre-Tax Year 5*					\$31,416.33		
Total Taxes Year 1 to 5					\$15,560.36		
Grand Total Years 1 to 5 including Tax					\$163,754.27		

Third Party Software Maintenance Services:

Software Part Number	Previously Licensed Software Description	Quote Number	Agreement Number	Recurring Fee	Start Date	End Date
EXP-TST-1	Radimetrics Test Srv CT/IR<=100K	103140-1	IWS-511135	\$ 1,000.56	01/01/2025	12/31/2025
RAD0801	Radimetrics per CT/IR 17,501-50K	X15ARM001-04	1-1C7WBF	\$ 11,465.32	01/01/2025	12/31/2025
RAD0845	Radimetrics per CR/DR exam per year	X15ARM001-04	1-1C7WBF	\$ 4,686.97	01/01/2025	12/31/2025
RAD0863	Radimetrics per US exam per year	X15ARM001-04	1-1C7WBF	\$ 609.69	01/01/2025	12/31/2025
RAD0880	Radimetrics per MR exam per year	X15ARM001-04	1-1C7WBF	\$ 156.97	01/01/2025	12/31/2025
RAD0854	Radimetrics per MG exam per year	X15ARM001-04	1-1C7WBF	\$ 459.94	01/01/2025	12/31/2025
RAD4000	Radimetrics ADT Interface	X15ARM001-04	1-1C7WBF	\$ 607.57	01/01/2025	12/31/2025
RAD4100	Radimetrics HL7 100K	X15ARM001-04	1-1C7WBF	\$ 729.50	01/01/2025	12/31/2025
RAD4100	Radimetrics HL7 100K	98419-1	IWS-464649	\$ 1,142.44	01/01/2025	12/31/2025
RAD0802	Radimetrics per CT/IR 50,001-100K	122970-2	OPTY-823604	\$ 2,325.53	01/01/2025	12/31/2025
Subtotal Pre-Tax Year 1				\$ 23,184.49		
Subtotal Pre-Tax Year 2*				\$23,880.02		
Subtotal Pre-Tax Year 3*				\$24,596.43		
Subtotal Pre-Tax Year 4*				\$25,334.32		
Subtotal Pre-Tax Year 5*				\$26,094.35		
Total Taxes Year 1 to 5				\$12,924.41		
Grand Total Years 1 to 5 including Tax				\$136,014.01		

CHANGE HEALTHCARE CARDIOLOGY

Equipment Maintenance Services:

Equipment Part Number	Material	Previously Purchased Equipment Description	Quote Number	Agreement Number	Recurring Fee	Start Date	End Date
HCF402	85139711	EQZFN-274-2 7666160600000029	89539-2	IWS-301979	\$ 333.39	01/01/2025	12/31/2025
HDM101	85139681	HDM101 N/A N/A	C08WB2122	P135569585A	\$ 2,037.89	01/01/2025	12/31/2025
HCH325	85139711	FAS-000004 ECU.F2.0216	89539-4	IWS-301979	\$ 1,514.99	01/01/2025	12/31/2025
HCH325	85139711	FAS-000004 ECU.F2.0202	89539-4	IWS-301979	\$ 1,514.99	01/01/2025	12/31/2025
Subtotal Pre-Tax Year 1					\$ 5,401.26		
Subtotal Pre-Tax Year 2*					\$5,563.30		
Subtotal Pre-Tax Year 3*					\$5,730.20		
Subtotal Pre-Tax Year 4*					\$5,902.10		
Subtotal Pre-Tax Year 5*					\$6,079.17		
Total Taxes Year 1 to 5					\$3,010.98		
Grand Total Years 1 to 5 including Tax					\$31,687.01		

Third Party Software Maintenance Services:

Software Part Number	Previously Licensed Software Description	Quote Number	Agreement Number	Recurring Fee	Start Date	End Date
AMA200	for AMA AMA CPT-4 codes	C08WB2082-02	P135569585A	\$ 33.79	01/01/2025	12/31/2025
HGA100	SW: Glasgow Algorithm Program	C08WB2122	P135569585A	\$ 2,040.39	01/01/2025	12/31/2025
Subtotal Pre-Tax Year 1				\$ 2,074.18		
Subtotal Pre-Tax Year 2*				\$2,136.41		
Subtotal Pre-Tax Year 3*				\$2,200.50		
Subtotal Pre-Tax Year 4*				\$2,266.51		
Subtotal Pre-Tax Year 5*				\$2,334.51		
Total Taxes Year 1 to 5				\$1,156.27		
Grand Total Years 1 to 5 including Tax				\$12,168.37		