Professional Services Proposal

San Bernardino County on Behalf of Arrowhead Regional Medical Center

Project: ARMC - OnBase Extract - Services

Proposal #: PSQ-30648

Document Version: 2.0

Document Date: 06/30/2025

THIS PROPOSAL WILL EXPIRE **120** DAYS FROM THE ABOVE DATE UNLESS SIGNED BY BOTH PARTIES.

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Introduction

The purpose of this document ("Services Proposal") is to define the goals, scope, fees and other important details supporting the delivery of Professional Services for one or more projects defined in the Project Areas section.

Proposal Terms & Usage

Hyland Software, Inc. ("Hyland") is pleased to provide the following estimate for professional services for San Bernardino County on Behalf of Arrowhead Regional Medical Center ("Customer") as described in the Project Areas section of this document.

The content of this Services Proposal is subject to review and revision by both Hyland and Customer until fully executed by both parties.

Upon execution of this Services Proposal, the Hyland project manager or designated resource will contact Customer project team to discuss project logistics and potential start dates. At this time, Hyland resource availability will be reviewed and presented to Customer. Start times can vary based on existing work volumes. The project(s) will begin upon a mutually agreed upon date as soon as resource availability and Customer availability allow. Once the project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this Services Proposal.

Services described in this Services Proposal will be provided in accordance with the terms of the Contract entered into between the parties, effective March 2, 2021 (Contract Number 21148), as amended ("Contract"). All terms of any purchase order or similar document provided by Customer including but not limited to any Customer pre-printed terms and any terms that are inconsistent or conflict with this Services Proposal shall be null and void.

Please note that resources assigned to perform the Services include employees or agents of Hyland Software, Inc, and potentially its subsidiaries located in United States or employees or agents of a third party subcontractor. Such resources may have access to Customer data and, if applicable, to hosted environments maintained by Hyland where such Customer data may be stored. Customer's execution of this Services Proposal hereby constitutes consent by the Customer to Hyland's engagement of such resources and waives any restrictions in the underlying agreement prohibiting the use of such resources or access to Customer data as needed to perform the Services.

After execution all changes to this Services Proposal will follow the Project Change Control Process. All changes must be made to this Services Proposal through an authorized Change Order unless otherwise agreed to in writing by both Hyland and Customer.

Project Areas

Hyland will provide the following Professional Services described within this Services Proposal:

Project 1 –Metadata Extraction Services

Scope

Hyland will provide Professional Services to export Customer's OnBase ("Legacy System") documents and metadata. Customer's Legacy System is defined as follows:

1. Current version is 21.1.24:
   A. Scope includes export from one (1) instance of the Legacy System.
2. Up to fifty-four million six hundred twenty-one four hundred thirty-three (54,621,433) documents intended for export:
   A. Pricing includes a ten percent (10%) growth allowance in document volume:
      i. Document volume includes total document count, and/or storage volume.
3. Current storage volume consumed by Legacy System documents intended for export is estimated at up to twenty-three (23) TB of storage space; and
4. Legacy System leverages a SQL Server 2019 database running a Windows 2019 operating system.

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

1. All documents from Software, including system documents, will be exported to a single network location folder as determined by Hyland;
2. Upon mutual agreement of the documents and document metadata to be extracted, Hyland will prepare a document that includes the metadata mappings and business requirements ("Requirements Document");
3. Hyland will create index information with the metadata values from each document, including document type and document date, as specified by the Customer.   The extracted index information can be provided in either a text file or database table and will be based on mappings provided by the Customer;
4. Metadata values will be exported as-is;
5. Legacy System does not use Bridgehead, or other storage that utilizes stubbing or dehydration;
6. Legacy System does not use Centera for backup archive storage;
7. Hyland will dictate the file name output structure;
8. Hyland will check for the existing documents and if duplicate file names exist, it will be logged in an error log and those documents will not be extracted;
9. In the event an error occurs during the document export, the document will be logged as an error and requires manual resolution;
10. Customer shall provide Hyland with the necessary uninterrupted, remote access (as determined by Hyland) to the Legacy System, which includes a read-only and write account to be able to connect to Legacy System database and/or storage location(s) in order to extract

the necessary data and files:

11. Access must be granted prior to Hyland staffing project resources and must remain for the duration of the engagement;
12. Hyland requires a read-only account to be able to connect to Legacy System database and storage location(s) in order to extract necessary data and files;
13. Identification of metadata and mappings from the Legacy System to be provided in the Index File;
14. Customer will assist in deployment and configuration of a conversion hardware environment to include temporary storage space and processing machines used to execute conversion processes:
15. Customer will assist in deployment to data center;
16. Hyland requirements for conversion environment will be provided;
17. Customer will provide Hyland with the necessary uninterrupted, remote access (as determined by Hyland) to the conversion environment; and
    A. Access must be granted for the duration of the engagement.
18. Customer will make available, personnel to assist with local workstation support if needed;
19. All files being migrated from the Legacy System to the Software must be accessible on the Customer network by UNC path;
20. The linkage between the metadata in the Legacy System databases and the physical files representing the pages of each document are identifiable within each Legacy System database;
21. The production export will be performed in a single phase, as defined by Hyland, comprised of one (1) Bulk export of static documents and one (1) Supplemental export of newly added and/or active documents occurring after an agreed upon cutoff date;
22. Each file and the associated metadata will be exported one (1) time to network location;
    A. If transferring files is determined to be necessary by Hyland, Hyland will determine the method of transference and will provide recommendations to the Customer to maximize file transfer efficiency;
23. Customer is responsible for manually exporting any modifications made to a file and/or metadata that has already been migrated.
24. Hyland will not be responsible for verifying the correctness or integrity of document metadata, or the quality of image files associated with the Legacy System or enhancing or modifying such documents or document metadata, (e.g., rotating documents, enhancing image quality, or correcting metadata); and
25. Services will be performed remotely.

Customer Obligations

To facilitate Hyland's execution of the Professional Services, Customer agrees, at a minimum, to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will likely affect project duration, cost and/or quality in the execution and completion of Professional Services.

1. Customer will provide a baseline inventory of documents to be exported or provide sign-off on an inventory generated by Hyland;
2. Customer is responsible for unstubbing or hydrating files;
3. Customer will identify a representative subset of documents to be exported for the purposes of the sample exported from each of the Legacy System application(s);
4. Customer will create test cases and scripts as needed to support Customer review and approval of the export conversion;

5. Customer will validate the sample export provided and notify Hyland within the time period set out within the project plan of any nonconformity as set forth in the Requirements Document. Hyland will correct its conversion utility to account for any systemic failures noted by the Customer. Customer notification to Hyland regarding suspected systemic failures shall be by electronic mail;

6. Customer will provide written verification of testing completion and solution acceptance within the time period as defined by Hyland;

7. Customer will identify cutoff dates for the initial bulk export of static documents from the Legacy System:

8. If Customer is unable to identify cutoff dates prior to sign off of the Requirements Document, Hyland defines this cutoff as ninety (90) days before the bulk extraction start date;

9. Customer will identify date and export priority criteria for the supplemental conversion(s) of newly added and/or active documents for Legacy System applications;

10. Customer will review and validate the reconciliation report provided and notify Hyland within ten (10) business days of receipt of any required corrective actions for resolution of exceptions. Customer notification to Hyland regarding exception resolution shall be by electronic mail;

11. Customer will report any errors during the warranty period as defined in the MSA:

12. An error is defined as a defect in conversion logic that causes converted documents not to meet documented requirements;

13. New or changed requirements after the export is complete will be scoped as a new services engagement;

14. After the warranty period, any errors, new requirements, or changed requirements will be scoped as a new services engagement; and

15. In the event the Legacy System remains active after the data conversion project, Customer will perform any legacy data clean-up remaining in the Legacy System.

Exclusions

The following items are considered out of scope for this engagement:

1. The export of any COLD/ERM reporting not available in an image format from Legacy System;

2. The export of documents that have a PDF Portfolio file;

3. The migration of graphical annotations (e.g., highlights, redactions, digital signatures) from Legacy System:
   A. In the event Legacy System files have graphical annotations, Customer will be required to burn the graphical annotations into the files prior to data extraction for Hyland to be able to migrate the graphical annotations into the Software.

4. The export of image rotations applied to a document in the Legacy System;

5. The export of historical document revisions;

6. Modifications to documents after document export has commenced;

7. The export of Legacy System access and audit history;

8. The migration of discrete data from Legacy System:

9. Only the conversion of Legacy System documents that have a corresponding electronic file are included in the project scope.

10. The migration of document management, taxonomy, workflow, or other business process solutions from Legacy System;

11. The migration of workflow work in process (WIP) or in-flight activity, current status, data or history, except when extracted as document-level metadata;

12. Custom-scripted elements and custom development;

13. Direct database modifications;
14. Consultation, expertise and/or support of third-party software or hardware;
15. Services to support Customer end users (including, but not limited to, manual password resets, taking support calls from users, end user training), unless otherwise agreed to by Hyland in writing; and
16. Replacement for general Technical Support or Cloud Product Engineering Support;
17. Revisions or modifications to exported documents;
18. Formatting metadata values;
19. Transformation of documents into a different format type (e.g., .TIF to .PDF, etc.) and;
20. Legacy System deletion of exported documents.

Deliverables

1. Index and Document File(s)
2. Remote Discovery Report
3. Requirements Document
4. Reconciliation Report(s)

For details about the deliverables, please review the appendix.

Key Assumptions

The following are key assumptions that impact the success of the solution, and are applicable to all Project Areas within this Services Proposal:

1. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract. Upon execution of this Services Proposal, the Hyland project manager or designated resource will contact Customer project team to discuss project logistics with a project start date no later than eight (8) weeks from the date of execution. This is based on availability as of 6/30/25, and actual staffing will be contingent on the date of contract execution.
2. Professional Services will be delivered utilizing Hyland's standard implementation methodology;
3. Professional Services will be remotely from Hyland offices:
    A. When providing remote services, Hyland and Customer will discuss generally acceptable working hours and take into consideration time zone differences. Issues deemed as non-critical will only be addressed during normal business hours.
4. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline will result in changes to project costs; If delays are introduced, a change order may be required and/or resources may be reassigned;
5. If necessary, after execution, this Services Proposal or corresponding agreement can be adjusted in scope, or a new agreement issued, following the Project Change Control Process; and
6. Unless specifically included within the scope of this Services Proposal, creation of monitoring tools or reports is excluded from this engagement. This includes data collection, reporting or alerts related to architectural or solution-specific metrics.

Customer Obligations

To facilitate Hyland's execution of the Professional Services, Customer agrees, at a minimum, to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will likely affect project duration, cost and/or quality in the execution and completion of Professional Services.

Project Personnel

1. Customer will assign a project sponsor, who will be actively involved in the project(s) and is the final escalation point for all issues and decisions:
    A. The project sponsor will also ensure that the appropriate Customer personnel are assigned and made available to execute the project(s) successfully.
2. Customer will assign a project manager, who will act as a single point of contact for the Hyland project team and whose responsibilities include, but are not limited to, the following:
    A. Managing all customer obligations as defined within this Services Proposal; and
    B. Coordinating all key departmental decision makers, technical experts, subject matter experts, end user representatives, third party software application resources and project sponsorship.
3. Customer will designate a Software administrator who will undergo any applicable Software training recommended in order to participate actively throughout the project(s) and support all Software environments and solutions:
    A. Software training course(s) (if recommended) are provided separately from this Services Proposal by the Hyland Account Manager.
4. Customer will engage the appropriate business process owners to the project(s), as well as subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles:
    A. Business process owners and subject matter experts will be required to attend and contribute to all project meetings to which they have been invited for the duration of the project(s).
5. Customer will provide vendor resources, interface specialists, technical experts, and/or subject matter experts deemed necessary for third party system(s) with which Software will integrate or from which content will be migrated; and
6. Customer will make reasonable efforts to maintain consistent resources throughout the project(s):
    A. Any anticipated changes to the core team must be communicated in writing within five (5) business days; and
    B. If the change is due to illness or termination of the core team member, the change must be communicated as soon as possible.

Project Management

1. Customer will review all deliverables in accordance with the agreed upon plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process;
2. Customer will execute timely decision-making, completion of all deliverables and action items and resolution of issues throughout the course of the project(s); and
3. If applicable, customer will arrange for physical workspace and tools (work desks, networked computers, meeting rooms, training rooms, conference phones, whiteboards, etc.) for

duration of the project(s) to accommodate scheduled onsite and/or remote activities as dictated by Customer's reasonable security measures.

Software Installation, Access, Integrations and Deployment

1. Customer will ensure all hardware is in place and made ready as dictated by the implementation schedule. This includes full, independent access to all environments in which Hyland is required to work including environments required for migrations or integrations:
   A. Local and remote VPN access must be provided to applicable Hyland resources through the use of dedicated user account(s) with appropriate privileges to the Software and/or relevant third party applications; and
   B. Access must be provided prior to Hyland's arrival at Customer facilities and/or project discovery sessions..
2. Customer will have at least one (1) non-production Software environment for installation and deployment;
3. The scope of work includes implementation in the following environments:
   A. Production
   B. Non-Production
4. Customer will provide all necessary components including, but not limited to, power, lighting, network connections/rights and environmental controls deemed necessary for the proper functioning of and access to the system;
5. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;
6. Customer will package and deploy all Software clients, unless otherwise defined within this Services Proposal; and
7. Customer will deploy all supporting Software client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) required for the Software solution.

Testing/Training

1. Customer will manage the deployment of Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software/clients, unless otherwise defined within this Services Proposal;
2. Customer will prepare and supply the necessary testing/training resources including, but not limited to, the following:
   A. Sample, production-like, content;
   B. Electronic feeds; and
   C. Paper documents.
3. Customer will create, maintain, and execute test plans and cases, as well as track and report testing results during the testing cycle(s); and
4. Customer will train end users on the use of the Software.

Project Change Control Process

Requested changes to this Services Proposal will be managed using the Project Change Control Process outlined below.

If any party believes that a change to this Services Proposal is warranted, the party shall issue a Change Request in writing. The Hyland and Customer project teams will review the Change Request, determine the impact and attempt to agree to the change(s). Once the change(s) are agreed upon, Hyland will provide a formal Change Order to Customer outlining the change in Professional Services, the impact on hours, resources, timeline and/or cost.

Customer and Hyland will fully execute each mutually agreed upon Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any changes to this Services Proposal with enough lead-time to minimize the influence on the project. No Change Order is binding upon the parties until it is executed by both Customer and Hyland.

Pricing

Customer acknowledges that the Professional Services pricing is based solely on the information provided to Hyland and referenced in the above Project Areas.

Fixed Fee Projects

Project	Total (USD)
Extract Only Conversion	$155,000.00
Total	**$155,000.00**

Payment Milestones
The costs for the above project(s) represent fixed price Professional Services. Payment milestones for the engagement(s) will be invoiced as listed below.

Description	Amount (USD)
Extract Only Conversion	
Execution of Contract	$77,500.00
Delivery of Bulk Production Reconciliation Report	$77,500.00
Total	**$155,000.00**

Pricing Assumptions

The pricing was created using the following assumptions:

1. The above cost includes Professional Services fees anticipated to complete the project(s) successfully;
2. Travel expenses are not included in this Services Proposal and will be charged separately if applicable and as incurred by Hyland resources;
3. All Professional Services will be delivered remotely;
4. The fixed fee was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this Contract, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the Professional Services, this fixed fee shall be adjusted equitably to reflect the impacts of such circumstances following the Project Change Control Process.

This Services Proposal 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Services Proposal (whether by facsimile, PDF or other email 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 Services Proposal upon request.

Signatures

San Bernardino County on Behalf of Arrowhead Regional Medical Center	**Hyland Software, Inc.**
By:	By:
Name: (Print) Dawn Rowe	Name: (Print) Eric Panepinto
Title: Chair, Board of Supervisors	Title: VP Global Services
Date:	Date:

Purchase Order #: _____
(Invoices issued hereunder may not reflect a PO number if this field is not completed)

Appendix 1 – Resource Descriptions

The following table provides an overview of the Hyland Global Services resource types and their corresponding responsibilities.

Resource Type	Responsibilities
Advanced Capture Consultant	Provides expertise on capture solutions.
Documents business process requirements, configures capture solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Business Consultant	Provides expertise on Workflow and Case Management solutions.
Documents business process requirements, configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Change Management Practitioner	Responsible for collaborating with the customer to develop and implement change management strategies and plans to maximize employee adoption and usage of implemented changes.
Responsible for the development of communication plans, identification and coaching of executive sponsor(s) and ongoing efforts to anticipate and minimize resistant behaviors from employees and stakeholders who are impacted by the changes.	
Conversion Consultant	Provides expertise on the conversion process.
Drives conversations with Customer on best practices and ultimately assists in defining the conversion process to be utilized to meet Customer conversion requirements.	
Database Engineer	Provides expertise related to the Software database.
Makes recommendations on best practices, maintenance plans and disaster recovery considerations.	
Enterprise Solutions Consultant	Provides long-term business and strategy planning, analysis, discovery and coaching to support business transformation with Customer's Software solution.
Develops strategies analysis, coaching and recommendations based on Customer needs resulting from information assessments and change management efforts.	
Infrastructure Analyst / Solution Architect	Provides consulting on the initial setup or review of hardware infrastructure impacting the Software solution.
Drives conversations with Customer technical teams focusing on the network, server, database, and storage level of the Software solution as well as reviews integration components that may affect overall performance.	
Implementation Engineer	Provides hands-on development related to the implementation of the Software.
Responsible for leading in all phases of the design, test, and implementation process. This position is a hands-on development role responsible for helping to manage project scope, identify and troubleshoot problems, assess modifications needed, and determine the success of implementations after the project is complete.	
Integration Engineer	Provides expertise on integrations and API development.
Supports and mentors Customer on the creation of web service integrations. Develops custom scripts and pre- and post-processors within Software to meet specialized Customer needs. Documents business requirements, develops solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Principal Consultant	Provides deep Software expertise to advise Hyland and Customer implementation teams on best practices throughout an engagement.
Guides discovery sessions and takes technical ownership of solution requirements and design.	

Program Manager	Establishes relationships with key stakeholders to regularly examine business needs against Customer's vision, strategies and goals.
Focuses on managing and optimizing Hyland project resources to minimize resource rotation. Develops metrics and reports regularly on steady state solutions and in-flight projects, assuring delivery of desired business value. Provides a single point of focus for all escalations.	
Project Manager	Provides project management expertise and is the initial point of project escalation.
Manages project initiation, develops the project charter and plan, and coordinates schedules and resources. Tracks burn down rates, project/solution issues, scope creep and impact, generating change orders as needed.	
Technical Consultant	Provides expertise on Software installation and module configuration.
Documents business requirements, installs and configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	

Appendix 2 – Deliverable Descriptions

The following table provides an overview of the Hyland project deliverables. Each deliverable created will use Hyland's standard deliverable templates. Customer requested changes to deliverable templates may increase project costs or introduce timeline delays.

Conversion

Remote Discovery Report
Details the findings from the remote access discovery phase.

Provides Legacy system statistics including:
    1. Document and page counts
    2. Document type counts
    3. File type information
    4. Metadata analysis
Match Medical information against HER extracts

Key input for document type and keyword mapping process.
Outlines requirements and assumptions pertaining to Legacy System conversion.

Requirements Document (RD)
Composed as a result of a completed conversion discovery; describes detailed functional requirements for the conversion project.
Includes document type and keyword type mappings between the Legacy System and Software.
Software Customer Report that will display data from Legacy System.
Upon approval by Customer Project Manager and Sponsor the project will move to the Implementation Phase.

Reconciliation Report(s)
Signifies completion of activity on the production conversion (static document) process.
Deliverable report with Legacy System and converted Software document counts; accounting for 100% of documents against the defined set of static documents.
Exception documents are noted along with suspected reason for failure.

Conversion Project Closure Information
Signifies completion of activity on the conversion project.
Final deliverable report with Legacy System and converted Software document counts; complete reconciliation, accounting for 100% of documents.
Final Exception report indicating documents that were not able to be converted and suspected reason for failure.
Final EHR Integration Report indicating documents that were not able to be integrated.

Conversion Activity Report

Details conversion project activity including:
    1. Project Health
    2. Status Summary
    3. Recent Key Successes
    4. Top Risks and Critical Action Items
    5. Outstanding Deliverables
    6. Upcoming Key Activities and High-Level Project Schedule

These reports will be delivered on a regular basis (typically every 30 days) after the delivery of the Discovery Report. In the event the Hyland project team and the Customer agree on a different time interval for report delivery, the Project Charter will be amended for documentation.

Project Transition Document
Signifies completion of activity on the conversion project.

Final deliverable report with Legacy System(s) and converted Software document counts; complete reconciliation, accounting for 100% of documents.
Final Exception report indicating documents that were not able to be converted and suspected reason for failure.
Final EHR Integration Report indicating documents that were not able to be integrated.

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