

## SVS PSO PSO Service Agreement

This Patient Safety Organization Service Agreement (“Agreement”) with an effective date of the 1<sup>st</sup> of May, 2026 is between San Bernardino County, a political subdivision organized and existing under the laws and constitution of the State of California, located at 685 North Arrowhead Avenue, Can Bernardino, CA 92415 on behalf of itself and any identified Participating Site listed below (collectively, “Practice Entity”) and the Society for Vascular Surgery Patient Safety Organization, LLC, a Delaware limited liability company (“SVS PSO” or “SVS”).

1. Definitions. Defined terms have the meanings set forth in Exhibit A.
2. PSO. SVS PSO has been designated as a Patient Safety Organization in accordance with the PSO Act and maintains a PSES in compliance with the PSO Act. SVS PSO aggregates, evaluates and disseminates PSWP with respect to the vascular procedures identified on Exhibit B in accordance with Applicable Laws. SVS owns all right, title and interest in SVS PSO, aggregate data collected and maintained by SVS or SVS PSO in connection with this Agreement, and any Reports, studies or analysis of data produced by SVS or SVS PSO in connection with SVS PSO activities.
3. Medical Record Data. Practice Entity hereby authorizes SVS PSO to access Practice Entity’s Medical Record Data held by Fivos (under a separate Data Management Service Agreement with Practice Entity) in response to PSO Queries but under no other circumstances. All Practice Entity’s Medical Record Data shall remain the property of Practice Entity.
4. Practice Entity’s Policies. The Practice Entity shall promptly develop written policies and procedures for (a) the identification and control of its Authorized Users (b) the confidential treatment of PSWP in accordance with Applicable Laws and (c) management of its PSES.
5. PSWP. PSWP includes: a) data extracted from the Medical Record Data by SVS PSO in response to a PSO Query, b) information transmitted, or intended to be transmitted, to SVS PSO, by Fivos c) the Reports generated by SVS PSO in response to a PSO Query, and d) the analyses thereof. Any PSWP retained by the Practice Entity shall be included in its PSES and shall be subject to the privilege and confidentiality provisions of the PSO Act. Under no circumstances may Practice Entity use or disclose any PSWP for marketing or competitive purposes. SVS PSO shall not disclose any PSWP unless in compliance with Applicable Laws.
6. PSO Procedures & Policies. As a Member of SVS PSO, Practice Entity shall comply with SVS PSO’s Governance Policies and such other policies, rules, or regulations as may be adopted from time-to-time by SVS PSO’s Governing Council as included hereto and incorporated by reference: <https://www.vqi.org/wp-content/uploads/SVS-PSO-governing-policies042024.pdf>. Practice Entity agrees to participate in an annual validation, pursuant to which SVS PSO will compare participating physicians’ professional claims data to the Medical Record Data. The purpose of the validation is to eliminate selection bias from the Medical Record Data by ensuring that each physician has entered 100% of the required vascular Procedures.
7. Reports. The PSO shall make National and Regional Reports available to Practice Entity’s Authorized Users in response to PSO Queries.

8. Regional Groups. Practice Entity must join a Regional Group as described in Exhibit C in order to receive Reports that include PSWP of such Regional Group and to access the other benefits available from such Regional Group.
9. BAA. SVS PSO and the Practice Entity have entered, or concurrently with the execution hereof, will enter, into a mutually acceptable Business Associate Agreement (“BAA”) that complies with Applicable Laws.
10. Confidentiality. SVS PSO and the Practice Entity shall protect, preserve, and maintain the confidentiality of PSWP in accordance with this Agreement, the BAA and Applicable Laws. SVS PSO will not permit any other Member or third party to access Practice Entity’s Identifiable PSWP without Practice Entity’s prior written consent in each instance unless legally required to do so.
11. Use and Access to Non-Identifiable PSWP. Practice Entity hereby consents to (1) the aggregation, evaluation, and benchmarking of its Non-Identifiable PSWP with the Non-Identifiable PSWP of the other Members, and (2) the sharing of aggregated Non-identifiable PSWP with the other Members for Patient Safety Activities in accordance with the terms herein, and (3) SVS PSO’s use of such Non-Identifiable PSWP as set forth herein and SVS PSO’s Governing Policies.
12. Use of PSWP. SVS PSO may access, use, and license to third parties Non-Identifiable PSWP and De-Identified Data (as defined in HIPAA) to carry out the purposes of this Agreement, and without limitation, for the creation of derivative works, the disclosure of such data to researchers and others for safety surveillance studies, research, and other purposes permissible under SVS PSO’s Governing Policies and Applicable Laws. The limited rights and licenses granted to SVS PSO hereunder are non-exclusive, irrevocable, perpetual, and royalty-free.
13. Legal Demands for PSWP. Each party shall promptly notify the other if a third party seeks access to either party’s PSWP and shall cooperate with each other to protect such PSWP from disclosure. Practice Entity shall maintain primary responsibility for defending legal efforts to access its PSWP. SVS PSO shall have primary responsibility for defending against legal demands for access to the SVS PSO PSWP.
14. Term. This Agreement shall have a term of one (1) year commencing on the Effective Date and shall automatically renew from year to year thereafter This Agreement may be terminated without cause by either party on thirty (30) days prior notice at any time after the Initial Term of participation of each of the Participating Sites listed below. This Agreement shall terminate contemporaneously with the termination of the Fivos DMSA.
15. Participating Sites. Practice Entity executes this Agreement on its own behalf and on behalf of the following facilities/entities (each a “Participating Site”):
  - **Arrowhead Regional Medical Center** located at **400 N Pepper Ave Colton, CA 92324**
16. Compliance with Law. The parties shall comply with all Applicable Laws and the BAA when performing their obligations and exercising their rights hereunder.
17. Fees. As compensation for the services rendered hereunder, and the obligations assumed, Practice Entity shall make payment to SVS PSO as follows:
  - i. PSO Fees.

- An annual PSO subscription fee of \$909 per procedure registry per Participating Site selected on Exhibit A-1 VQI Pathways™ Services of the correlating Fivos DMSA for Arrowhead Regional Medical Center.

18. Payment Terms. SVS PSO has appointed Fivos as its agent for the limited purpose of collecting the annual PSO subscription fees from Practice Entity on behalf of the SVS PSO. Practice Entity shall submit payment to Fivos promptly following the receipt of invoice for the amounts specified above and will pay Fivos within 60 days of receipt of such invoice. The annual PSO subscription fee is subject to adjustment annually or upon change in services. Payments should be remitted to the Fivos Inc., PO Box 675393, Detroit, MI 48267-5393.
19. Use of Contact Information. Practice Entity, hereby grants to SVS PSO a limited right touse and release Practice Entity name, logo, and contact information in the normal course of business for the purposes of communication and notification, participation in committees or projects, regional group meetings, and published VQI participation lists.
20. Indemnification and Insurance. SVS shall indemnify, defend and hold harmless Practice Entity and Practice Entity’s employees, agents, directors, officers and volunteers against any claim, damage or liability, including reasonable defense costs (“Damages”) that may result from any third party claim if and to the extent proximately caused by any breach of this Agreement by such party; provided that the indemnity hereunder shall not be applicable to the extent such Damages are directly caused by the breach, negligent act or omission or willful misconduct of the other party. The indemnified party shall provide the indemnifying party with (i) prompt notice of any indemnifiable loss or claim, (ii) the option to assume the defense of any indemnified claim, and (iii) the right to approve or reject the settlement of any indemnified claim. If the indemnifying party assumes the defense, the indemnifying party shall not be liable for attorneys’ fees thereafter incurred by the indemnified party. SVS’s indemnification obligation shall survive termination of this Agreement and trial. No party hereto shall settle any claim or action on behalf of another party hereto without the other party’s prior written consent not to be unreasonably withheld. Without in anyway affecting the indemnity herein provided and in addition thereto, SVS shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment 1, as attached hereto and incorporated herein.
21. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING FROM SVS PSO’S’ GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATION OF LAW, SVS PSO’S LIABILITY TO PRACTICE ENTITY FOR ANY LOSSES OR INDIRECT DAMAGES, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY PRACTICE ENTITY AND SHALL NOT EXCEED THE ONEMILLION DOLLARS. SVS PSO WILL NOT BE LIABLE FOR: SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SVS PSO HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. PRACTICE ENTITY MAY HAVE RIGHTS UNDER CERTAIN LAWS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THAT SUCH LAWS APPLY, THESE EXCLUSIONS AND/OR LIMITATIONS DO NOT APPLY TO PRACTICE ENTITY.
22. Miscellaneous. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or via email. Neither party will be in violation of this Agreement if the failure to perform the obligation is due to an event beyond its control, such as significant failure of a part

of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry. This Agreement, including all components hereof and exhibits hereto, is the complete and exclusive statement of SVS PSO's obligations and responsibilities to Practice Entity and supersedes any other proposal, representation, or other communication oral written or otherwise by or on behalf of SVS PSO relating to the subject matter hereof. No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies..

23. 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.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives, effective upon the Effective Date set forth above.**

**Society for Vascular Surgery Patient Safety Organization, LLC**

9400 W. Higgins Road, Suite 315  
Rosemont, IL 60018

By: \_\_\_\_\_

Name: James Wadzinski

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

## **Exhibit A**

### **Definitions**

1. Authorized Users – The employees, contractors, or volunteers of a Member who are authorized by the Member to access PSWP.
2. Applicable Laws - All federal, state and local laws and the rules and regulations thereunder, including without limitation: the regulations issued under the Health Insurance Portability and Accountability Act of 1996; the Patient Safety and Quality Improvement Act of 2005; the Health Information Technology for Economic and Clinical Health Act; the Federal Food, Drug, and Cosmetic Act; state and federal anti-kickback laws; and the so called Stark laws.
3. BAA – The Business Associates Agreement between Practice Entity and SVS PSO.
4. De-Identified Data. Data that meets the HIPAA standard for de-identification, as set forth at 45 C.F.R. § 164.514(a)-(b).
5. HIPAA – Collectively, the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, its implementing regulations and HITECH, as amended from time to time.
6. HITECH – Collectively, the Health Information Technology for Economic and Clinical Health Act and its implementing regulations, as amended from time to time.
7. Identifiable PSWP – Identifiable Patient Safety Work Product as defined in the PSO Act.
8. Medical Record Data – The subset of Practice Entity’s electronic medical records uploaded by the Practice Entity or Fivos into PATHWAYS™ pursuant to the Fivos DMSA. This subset shall not be considered PSWP.
9. Member – A Practice Entity that participates in SVS PSO’s VQI.
10. Fivos DMSA – The Data Management Service Agreement between Practice Entity and Fivos, Inc. (“Fivos”) pursuant to which Practice Entity uploads data to PATHWAYS™.
11. National Reports – Reports containing the Non-Identifiable PSWP of all Members.
12. Non-Identifiable PSWP – Non-Identifiable Patient Safety Work Product as defined in the PSO Act.
13. PATHWAYS™ – The web-based data management system owned by Fivos, Inc. for the storage and evaluation of vascular surgery data known as Clinical Data PATHWAYS™.
14. Patient Safety Activities – Patient Safety Activities as defined in the PSO Act.
15. Procedures – The vascular procedures identified on Exhibit B hereto.
16. PSES – Patient Safety Evaluation System as defined in the PSO Act.

17. PSO Act – The Patient Safety and Quality Improvement Act of 2005 as amended and the rules and regulations promulgated thereunder.
18. PSO Query – A query submitted to SVS PSO by i) an Authorized User or ii) a member of the PSO Workforce.
19. PSO Workforce – The employees, contractors, or volunteers of SVS PSO who are authorized by the PSO to access all PSWP.
20. PSWP – Patient Safety Work Product as defined in the PSO Act.
21. Regional Group – An unincorporated regional association comprised of Members who have chosen to share and analyze their Non-Identifiable PSWP consistent with the PSO Act.
22. Regional Quality Committee – The committee appointed by a Regional Group to oversee the analysis and evaluation of PSWP; members of the committee are members of the PSO Workforce and have entered into an administrative services agreement with SVS PSO.
23. Reports – Reports of Non-Identifiable PSWP including benchmarking, aggregation, variances, comparisons and analysis of key outcome events for Procedures that are from time to time made available by the PSO to its Members.

**Exhibit B**  
**Vascular Procedures – Current Offering**

SVS PSO aggregates, evaluates and disseminates PSWP with respect to the following vascular procedures:

- Open AAA Repair
- Endovascular AAA Repair
- Carotid Artery Stent
- Carotid Endarterectomy
- Infra-inguinal Bypass
- Supra-inguinal Bypass
- Peripheral Vascular Intervention
- Thoracic and Complex EVAR
- Hemodialysis Access
- Lower Extremity Amputation
- Inferior Vena Cava (IVC) Filter
- Varicose Vein
- Venous Stent
- Vascular Medicine Consult

## **Exhibit C**

### **Regional Group Participation**

San Bernardino County agrees to join the Regional Group identified below and hereby agrees to follow the by-laws of such Regional Group as included hereto and incorporated by reference: <https://www.vqi.org/regional-groups/> as well as the terms and conditions set forth in this Authorization (this “**Authorization**”). This Authorization is intended to supplement but not replace the provisions of the Agreement to which this **Exhibit C** is attached, the terms of which are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

(1) Practice Entity chooses to benchmark with and to abide by the by-laws of the indicated Regional Group:

#### **SoCal Voice**

(2) Practice Entity requests that the PSO report its Non-Identified PSWP with the Non-Identified PSWP of Members of the Regional Group for benchmarking purposes.

(3) The PSO shall have the right to access and use the Practice Entity’s Medical Record Data for the purposes of: (a) providing benchmarking information; (b) engaging in “data aggregation services” as such term is defined under HIPAA; (c) creating De-Identified Data and Limited Data Sets for those purposes permissible under HIPAA (*e.g.*, health care operations, research, public health, etc.) and in accordance with PSO’s policies and the authorization or instruction provided by the Regional Quality Committee(s); and (d) creating and disseminating variance reports benchmarking, aggregating, and comparing Non-Identified PSWP.

(4) PSO shall provide Practice Entity with reports that benchmark the key outcomes for each procedure including Non-Identified PSWP of the Regional Group Members.

(5) Practice Entity acknowledges and agrees that the PSO shall, on behalf of and at the direction of the Regional Quality Committee, have the right, power and authority to manage and direct, in its discretion, all aspects of the De-Identified Data and Limited Data Sets (as defined in HIPAA), and can access, use, and license such De-Identified Data and Limited Data Sets in compliance with and for those purposes permissible under Applicable Law and the Agreement. Practice Entity hereby grants to PSO all rights necessary to use and disclose the De-Identified Data and Limited Data Sets in and with respect to comparative data services and related services provided by PSO, including, without limitation, to create and license derivative works, to use and disclose such data sets with researchers and others for safety surveillance studies, research and other purposes as determined by PSO. PSO and Practice Entity agree that the rights and licenses granted to PSO hereunder are non-exclusive, irrevocable, perpetual and royalty-free. Practice Entity acknowledges and agrees that the Regional Quality Committee may authorize PSO to act on behalf of the Regional Group and the Regional Group Participating Practice Entities in the licensing of De-Identified Data and Limited Data Sets to third-parties consistent with all applicable laws and regulations.

(6) If Practice Entity chooses to participate with a Regional Group outside of its geographic area (“**Other Regional Group**”) until such time as a Regional Group is organized to serve the area in which Practice Entity is located, Practice Entity agrees that (A) it shall not be entitled to designate a member to the

Regional Quality Committee of the Other Regional Group (although the Other Regional Group may, in its sole discretion, invite Practice Entity to designate such a member), (B) the Practice Entity agrees to follow the by-laws of the Other Regional Group, and (C) upon the organization of a Regional Group within the geographic area in which Practice Entity is located, Practice Entity shall cease to participate in the Other Regional Group, and shall instead become a participating Practice Entity in the Regional Group located within its geographic area on the same terms and subject to the same conditions as the other Practice Entities participating in such Regional Group.

*If joining a Regional Group as a Health System, please list the Participating Sites that should be identified as active Regional Group members below.*

- **Arrowhead Regional Medical Center located at 400 N Pepper Ave Colton, CA 92324**

## ATTACHMENT 1 INSURANCE REQUIREMENTS

SVS PSO agrees to provide insurance set forth in accordance with the requirements herein. If SVS PSO uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, SVS PSO agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, SVS PSO shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

- a. 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 SVS PSO and all risks to such persons under this Agreement. If SVS PSO has no employees, it may certify or warrant to the Institution 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 Institution'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.
- b. Commercial/General Liability Insurance – SVS PSO shall carry General Liability Insurance covering all operations performed by or on behalf of SVS PSO providing coverage for property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - i. Premises operations and mobile equipment.
  - ii. Broad form property damage (including completed operations).
  - iii. \$2,000,000 general aggregate limit.
- c. 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 SVS PSO owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. The coverage shall also apply to general and automobile liability.
- e. 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

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 Agreement work. SVS PSO shall use commercially reasonable efforts to maintain Professional Liability insurance on a claims-made basis, or obtain 'tail' coverage, for a period of three (3) years following completion of the Agreement.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event 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 involved Institution entities and cover breach response cost as well as regulatory fines and penalties.

2. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Institution.
3. **Severability of Interests.** SVS PSO agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between SVS PSO and the Institution or between the Institution and any other insured or additional insured under the policy.
4. **Proof of Coverage.** SVS PSO shall furnish Certificates of Insurance to the Institution Department administering the Agreement evidencing the insurance coverage at the time the Agreement 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 SVS PSO shall maintain such insurance from the time SVS PSO commences performance of services hereunder until the completion of such services.
5. **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".
6. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
7. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Institution has the right but not the obligation or duty to cancel the Agreement.