



Attachment 6

Interim Director of Supply Chain Statement of Work

Vizient, Inc., a Delaware corporation, ("**Vizient**"), will provide the services detailed in this **Interim Director of Supply Chain Statement of Work** ("**SOW**") to **San Bernardino County on behalf of Arrowhead Regional Medical Center**, a political subdivision organized and existing under the constitution and the laws of the State of California ("**Member**"), for the Service Fees indicated hereunder. This SOW is made pursuant to the terms and conditions set forth in the Master Services Agreement between the Parties dated January 1, 2022, including any amendments or addendums thereto (collectively, the "**Master Agreement**"). As such, all capitalized terms used herein and not otherwise defined in this SOW will have the meanings ascribed to such terms in the Master Agreement. **This SOW is effective as of September 1, 2024** (the "**Effective Date**"). Vizient and Member are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. Services.

1.1 Services Description. Vizient will provide an Interim Director of Supply Chain ("**Resource**") to support Member's sourcing and contracting functions (collectively, the "**Services**"). Specifically, the Resource will:

- A. Provide on-site day-to-day support of Member's supply chain operations department. This not only includes personnel supervision, but also includes operational management and supervision across the entire supply chain continuum: data management, sourcing and contracting, contract management, vendor management, purchasing and procurement, replenishment, logistics, inventory management, and accounts payable;
- B. Manage and provide oversight for the Value Analysis process;
- C. Mentor and evaluate departmental employees to assess skill levels, knowledge base, capabilities, and overall effectiveness of each as they relate to the department's functions;
- D. Support and participate in the Vizient assessment of the overall supply chain operations in identifying improvement recommendations to maximize the supply chain operations;
- E. Evaluate Member's current supply indicators and benchmarks, and develop a detailed, tailored set of dashboard indicators to govern the performance of Member's supply chain operations;
- F. Evaluate Member's supply chain's current level of technology systems and applications, including an assessment of Member's readiness to adopt Global Location Number ("**GLN**") and Global Trade Item Number ("**GTIN**") standards;
- G. Evaluate Member's current level of supply costs and provide recommendations on optimizing cost savings. If appropriate, explore options for a contract price optimization engagement surrounding the use of Vizient solutions and subject matter experts to leverage significant savings opportunities;
- H. Interview appropriate Member personnel from departments served by the supply chain operations department in order to assess the effectiveness from outside the department and determine customer service performance of the supply chain operations team; and
- I. Work with the Member's executive team to develop future-state strategic and operational plans for supply chain operations, which will include:
 - a. A mission/vision/value statement;

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- b. Goals and objectives; and
- c. A balanced scorecard of metrics to govern the supply chain operations department's performance (i.e., cost reduction, customer satisfaction, service and performance, growth, and innovation, etc.).

1.2 Requirements of the Resource. In addition to all other requirements specified herein, the Resource shall:

- A. At all times, comply with all policies and procedures of Member while performing services under this SOW;
- B. Maintain all applicable certifications, licenses, and/or permits in good standing which may be necessary to perform services under this SOW;
- C. Must have passed a background check, including criminal and sexual offense, performed at Vizient's expense. Unacceptable hits as part of the criminal background check include, but are not limited to: murder, sexual offenses/misconduct, physical abuse, misdemeanor or felony fraud, misdemeanor or felony theft, misdemeanor or felony involving weapons/violence/cruelty, assault, felony possession or furnishing (without rehabilitation certification), pending charges, multiple charges – two or more of the same or different nature, multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates, recent DUI charges –those which have occurred within the last 24 months, and dismissed charges for which the people have presented a reasonable argument to the court against dismissal. Additionally, the background check must include a confirmation of education, employment, drug and alcohol screening and a verification of references. The background check must be dated within six (6) months of the date the Resource commences services under this SOW at Arrowhead Regional Medical Center;
- D. Not be excluded, debarred, or suspended from receiving state and/or federal funded health care program payments. Vizient shall notify Member immediately (within 24 hours) of being notified that the Resource is or will become excluded or suspended under federal or state funded health care programs or that any action will be taken by an agency of the federal or state government barring the Resource from providing goods or services for which federal or state funded health care program payment may be made;
- E. Be a citizen of the United States of America or a legal alien in the United States of America;
- F. Have a clean, legible copy of a Social Security Card or Social Security Administration Abstract;
- G. If the individual is not a citizen of the United States of America, the individual shall have a Resident Alien Card and/or documentation with a valid form of picture identification indicating he/she is authorized to be lawfully employed in the United States of America;
- H. Must provide proof of TB testing, Hepatitis B, Influenza and COVID-19 vaccinations; and
- I. Assume responsibility for the use and return of the badge and any assigned keys or key cards. Any and all badges, keys, and key cards issued to the Resource by Member shall remain the property of Member and shall be returned upon demand, or the earlier of termination of assignment or the termination/expiration of the SOW. Vizient will be assessed one hundred dollars (\$100.00) for each item that is not returned by the Resource to Member and may be further assessed the actual cost to re-key the building(s), keying system(s), or locks. If the badge, key, or key card is lost or stolen, The Resource shall notify Member immediately of the loss, where the loss occurred, date and time loss was discovered, actions to recover the lost item and actions taken to prevent future loss.

1.3 Resource. The Resource will provide Services on-site Monday through Thursday for 32 hours per week, unless otherwise requested to work additional hours for an extra fee as set forth in Section 3.1 below.

1.4 Member Duties. Vizient's ability to complete Services within the Term is based upon Member's cooperation and the timely performance of the following Member duties:

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- A. **Vizient Access.** Member will provide Vizient personnel with timely access to Member’s facilities, network, personnel, equipment, and software as required by Vizient to perform the Services described herein.
- B. **Member Data.** Member will provide accurate and complete data upon Vizient’s request. This includes any and all interview requests with key Member personnel. Should Member fail to provide accurate and/or complete Member data, Vizient will have no obligation to re-perform or correct Services.
- C. **Services Coordinator.** Member will designate an employee to i) coordinate Services; ii) ensure Member data is accurate, complete, and submitted in a timely manner; and iii) obtain any internal approvals needed for Vizient to perform Services (“Services Coordinator”).

2. **Term and Termination.**

- 2.1 **Term.** The term of this SOW will commence on the Effective Date and continue for a period of **6 months** (“Term”), unless earlier terminated pursuant to the provisions in this SOW.
- 2.2 **Termination for Convenience.** This SOW may be terminated for convenience by either Party with 30 days prior written notice to the other Party. If the Master Agreement expires or is terminated, this SOW will automatically and simultaneously terminate.
- 2.3 **Termination for Cause.** The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement. Additionally, Member may terminate this SOW immediately upon notice to Vizient in the event that the Resource engages in conduct which, in the reasonable determination of Member, jeopardizes the health and safety of Member’s patients, employees, visitors, or agents, or jeopardizes Member’s accreditation status or licensure.

3. **Service Fees, Reimbursable Expenses and Invoicing.**

- 3.1 **Service Fees.** Vizient will provide the Services described herein to Member for a monthly service fee of **\$25,397** (“Service Fees”). If Member requires the Resource to work additional days, Member will be charged an additional fee of **\$179** per hour (“Hourly Service Fees”).
- 3.2 **Reimbursable Expenses.** Member acknowledges and agrees that Services-related expenses for data entry, travel, meals, lodging, and other administrative costs (“Reimbursable Expenses”) are in addition to the Service Fees set forth hereunder.
- 3.3 **Invoicing and Payment.** Commencing on the Effective Date, Vizient will invoice Service Fees on a monthly basis. Commencing on the Effective Date, Vizient will invoice Reimbursable Expenses and/or Hourly Service Fees, as incurred, on a monthly basis. Member will pay invoiced balances directly to Vizient within 45 days of receipt; provided, however, that if Member wishes to dispute any invoice it must provide written notice to Vizient within 20 business days of receiving the invoice and adequate information for Vizient to respond to such dispute. However, Member agrees that any disputed invoice will not interfere with, absolute, or reduce Member’s obligations to make timely payments for any undisputed invoices submitted.

Invoices will be addressed to:

Name/Title/Dept.:	Arrowhead Regional Medical Center, Attn: Accounts Payable
Address:	400 N. Pepper Ave. Colton CA 92324

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Member Contact Information	
Name/Title:	Kim Estrada
Phone:	909-777-0718
Email:	estradak@armc.sbcounty.gov

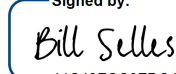
If Member requires specific information (i.e., purchase order number) to be included in each invoice, Member will select the appropriate box below and provide the required information, **at the time Member executes this SOW**, and annually (or as required) thereafter:

- Purchase Order Number _____
- Contract Identification Number _____
- Other Information _____

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

This SOW may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same SOW. The Parties shall be entitled to sign and transmit an electronic signature of this SOW (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein.

Vizient, Inc.

Signed by:

 By: _____
44C43FCC0FDC4D6...

Printed Name: Bill Selles

Title: SVP, Transformation

Date: 8/6/2024 | 2:32:39 PM CDT

San Bernardino County on behalf of Arrowhead Regional Medical Center

By: _____

Printed Name: _____

Title: _____

Date: _____

Please sign, scan and email to: executedagreements@vizientinc.com.