

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



Contract Number  
26-289

SAP Number  
\_\_\_\_\_

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	<u>Andrew Goldfrach</u>
<b>Telephone Number</b>	<u>(909) 650-5180</u>
<b>Contractor</b>	<u>Fivos, Inc.</u>
<b>Contractor Representative</b>	<u>Mac Sherrill</u>
<b>Telephone Number</b>	<u>(828) 302-7801</u>
<b>Contract Term</b>	<u>Date of execution and automatic renewal annually thereafter, unless terminated sooner</u>
<b>Original Contract Amount</b>	<u>\$14,088</u>
<b>Amendment Amount</b>	<u> </u>
<b>Total Contract Amount</b>	<u>\$14,088</u>
<b>Cost Center</b>	<u>7595</u>
<b>Grant Number (if applicable)</b>	<u> </u>

**Briefly describe the general nature of the contract:** Data Management Service Agreement with Fivos, Inc., including non-standard terms, for access to the Fivos, Inc.'s PATHWAYS clinical data performance platform, in the amount of \$14,088, for the first year and subscription fees of \$2,272 per procedure registry annually thereafter, for the contract term beginning on the date of execution and automatically renewing annually thereafter, unless terminated sooner by either party after the first year.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Bonnie Uphold  
Bonnie Uphold, Supervising Deputy County Counsel

Date 4/15/2026

Reviewed for Contract Compliance

 

Date  

Reviewed/Approved by Department

Andrew Goldfrach  
Andrew Goldfrach, ARMC Chief Executive Officer

Date 4/15/26

## **Fivos, Inc.**

### **Data Management Service Agreement**

This Data Management 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 **385 North Arrowhead Avenue, San Bernardino, CA 92415**, on behalf of itself and each Participating Site(s) listed below, if any (collectively, “**Institution**”) and **Fivos, Inc.**, a Delaware corporation (together with its Affiliates “**Fivos**”). “**Affiliate**” as used herein shall refer to any entity, which directly or indirectly controls, is controlled by, or is under common control with Institution or Fivos, as the case may be.

1. **Pathways® Services.** Fivos grants to Institution a limited, non-exclusive, revocable license to access its PATHWAYS® Clinical Data Performance Platform (“**PATHWAYS®**”). Users authorized by Institution can upload medical record data in the PATHWAYS® format and obtain the PATHWAYS® services described herein, and as provided for in **Exhibit A**. Fivos will provide data management services to Institution, including support for Institution’s Health Care Operations (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”)), data de-identification and aggregation services, the creation of Limited Data Sets (as defined in HIPAA), and the delivery of quality improvement and device reports, as applicable, in accordance with the provisions of this Agreement (the “**Pathways® Services**”). Fivos will preserve and maintain the confidentiality of the data in accordance with this Agreement, the Business Associate Agreement (“**BAA**”) between the parties, all applicable laws and regulations including HIPAA, and the Patient Safety and Quality Improvement Act of 2005, as amended (“**PSO Act**”).
2. **PSO Access.** If participating in the VQI, Institution hereby attests that it is a party to a binding PSO Service Agreement with the Society for Vascular Surgery Patient Safety Organization, LLC (“**SVS PSO**”), and hereby authorizes Fivos to allow the Society for Vascular Surgery Patient Safety Organization, LLC to access Institution’s data for SVS PSO’s patient safety activities and purposes. Any data queried by or provided by Fivos to a Patient Safety Organization will be considered “Patient Safety Work Product” under the PSO Act.
3. **Term.** This Agreement shall have a term of one (1) year commencing on the Effective Date (the “**Initial Term**”), and shall automatically renew from year to year thereafter (each a “**Renewal Term**”), unless terminated sooner as set forth herein. This Agreement may be terminated without cause by either party on thirty (30) days prior notice at any time after the Initial Term. The Initial Term and any Renewal Term shall collectively be referred to herein as the “**Term**.”
4. **Participating Sites.** Institution executes this Agreement on its own behalf and on behalf of the following Participating Site(s) (each a “**Participating Site**”):
  - **Arrowhead Regional Medical Center** located at **400 N. Pepper Ave, Colton CA 92324**
5. **Fees.** The parties agree that the consideration during the Term from each parties’ performance hereunder shall be as specified in **Exhibit B**.
6. **Use of Contact Information.** Institution, hereby grants to Fivos a limited right to use and release institution name, 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 participation lists.

7. Confidentiality. Fivos and the Institution shall protect, preserve, and maintain the confidentiality of the other's confidential information in accordance with this Agreement, the Business Associate Agreement, and Applicable Laws. Institution specifically agrees not to disclose to any third party information regarding the PATHWAYS® Clinical Data Registry Platform and related systems, including any and all Security IT assessments and the contents and documentation thereof, processes, and safeguards in place, without Fivos's prior written consent in each instance, unless legally required to do so.
8. Data Ownership. All of the medical record data uploaded by Institution's authorized users will remain the Institution's property. Fivos shall have the sole and exclusive ownership of all right, title, and interest to the aggregate, de-identified data created from Institution's raw medical record data submissions. Fivos may use or disclose the resulting de-identified data for quality improvement or other commercial purposes; provided that all data disclosed is completely de-identified in accordance with HIPAA and the PSO Act, as applicable.
9. IP and Restrictions. Fivos shall have sole and exclusive ownership of all right, title, and interest in and to PATHWAYS®, subject only to the rights and privileges expressly granted herein. Institution may not use, copy, or modify PATHWAYS® (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Fivos. Institution may not reverse engineer, reverse assemble, reverse compile, or otherwise translate PATHWAYS®, nor permit any third party to do so. Institution may not attempt to sell, sublicense, lease, permit, rent or transfer PATHWAYS® in any way whatsoever. If Institution uses, copies, or modifies PATHWAYS® or if Institution transfers possession of any copy, adaptation, transcription, or merged portion of PATHWAYS® to any other party in any way not expressly authorized by Fivos, this Agreement may be terminated by Fivos.
10. Indemnification and Insurance. Fivos shall indemnify, defend and hold harmless Institution and Institution's employees, agents, and volunteers against any claim, damage or liability, including reasonable defense costs ("Damages") that may result from any third party claim of infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by PATHWAYS®. Fivos' indemnification obligation shall survive termination of this Agreement and resolution of the claim for Damages. If a credible claim is made, including without limitation the filing of a lawsuit against Institution, or Institution receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Institution will use reasonable efforts to notify Fivos promptly of such lawsuit, claim or election. However, Institution's failure to provide or delay in providing such notice will relieve Fivos of its obligations only if and to the extent that such delay or failure materially prejudices Fivos' ability to defend such lawsuit or claim. Institution will give Fivos sole control of the defense (with counsel reasonably acceptable to Institution) and settlement of such claim; provided that Fivos may not settle the claim or suit absent the written consent of Institution unless such settlement (a) includes a release of all claims pending against Institution, (b) contains no admission of liability or wrongdoing by Institution, and (c) imposes no obligations upon Institution other than an obligation to stop using PATHWAYS®. In the event that Fivos fails to or elects not to defend Institution against any claim for which Institution is entitled to indemnity by Fivos, then Fivos shall reimburse Institution for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Institution. After thirty (30) days, Institution will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Institution to Fivos. This shall not apply to any judgment or settlement amount, which amounts Institution shall be entitled to notify, invoice or debit Fivos' account at any time; and Institution, at its sole discretion, may settle the claim or suit. Without in anyway affecting the indemnity herein provided and in addition thereto, Fivos 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.

11. WARRANTIES. ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO INSTITUTION, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO THE SERVICES OR ANY PRODUCTS, DOCUMENTATION, OR ANY OTHER SERVICES OR WORKS OF AUTHORSHIP PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NO INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. INSTITUTION MAY HAVE RIGHTS UNDER CERTAIN LAWS THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. TO THE EXTENT THAT SUCH LAWS APPLY, THESE EXCLUSIONS DO NOT APPLY TO INSTITUTION.
12. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING FROM FIVOS' GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATION OF LAW, FIVOS'S LIABILITY TO INSTITUTION 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 INSTITUTION AND SHALL NOT EXCEED THE GREATER OF TWO MILLION DOLLARS OR THE LIMITS OF INSURANCE. FIVOS 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 FIVOS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. INSTITUTION 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 INSTITUTION.
13. 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. Neither party will assign this Agreement or any part thereof to any third party without prior written consent to the other party (which shall not be unreasonably withheld).. 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 Fivos's obligations and responsibilities to Institution and supersedes any other proposal, representation, or other communication oral written or otherwise by or on behalf of Fivos 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.
14. 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.

*[Signatures to Follow]*

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

**Fivos, Inc.**  
8 Commerce Avenue  
West Lebanon, NH 03784

Signed by:  
By: Katie Emerson  
E954A80DD2904FD...  
Name: Katie Emerson  
Title: CFO  
Date: 04/02/2026

**San Bernardino County**

By: Dawn Rowe  
Name: Dawn Rowe  
Title: Chair, Board of Supervisors  
Date: APR 21 2026

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNN MONELL SAN BERNARDINO  
Clerk of the Board of Supervisors  
of San Bernardino County  
By: [Signature]



**Exhibit A-1**  
**VQI PATHWAYS® Services**

Provide access to the identified Participating Sites for the following selected procedure registries:

**Arrowhead Regional Medical Center**

Society for Vascular Surgery Patient Safety Organization Vascular Quality Initiative (**VQI**):

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

Fivos shall:

- Ensure that PATHWAYS® is appropriately programmed for data entry, including set-up of the Institution and the related administrator’s user account.
- Provide the ability for Institution to locally manage user accounts including the ability to maintain appropriate data access permissions and account terminations based on Institution’s requirements.
- Maintain Institution’s data in a secure, access controlled and monitored facility consistent with applicable requirements imposed on “business associates” pursuant to HIPAA.
- Cooperate with and assist Institution in Institution’s efforts to defend it data from third party efforts to access Patient Safety Work Product in accordance with the PSO Act.
- Provide the Institution with the ability to download its data and generate reports summarizing such data for the Institution.
- Communicate and correspond with Institution regarding upgrades and new releases

- Provide a user's manual, one online data entry and administrative training session, one online reporting training session, and access to online training videos for continuing guidance on existing and new features<sup>1</sup>
- Provide Institution service and technical support via telephone and email from 8 A.M. EST to 5 P.M. EST, Monday through Friday, excluding federal holidays<sup>2</sup>.
- Respond to most technical problems within 4 hours of initial reports received between 8 AM EST through 5 PM EST Monday through Friday, excluding federal holidays.
- Conduct routine system maintenance and version upgrades outside of normal business hours and provide at least 24 hour advanced notice of scheduled downtime.

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<sup>1</sup> Additional Training and Support may be purchased from Fivos: Online training sessions at \$500 per session and on-site training session(s) for \$2,500 per session plus approved out-of-pocket travel costs.

<sup>2</sup> Fivos will not provide support services relating to problems or issues arising out of or from (a) the use of an unsupported browser, or (b) the use of third-party products or technologies and their effects on, or interactions with, the PATHWAYS® website

## **Exhibit B**

### **Fees**

1. **Service Fees.** As compensation for the Pathways® Services rendered hereunder, Institution shall make payment to Fivos as follows:
  - i. **Set-Up Fee.**
    - i. A one-time set-up fee of \$5000 per Participating Site for **Arrowhead Regional Medical Center ; plus**
  - ii. **Subscription Fees.**
    - i. An annual VQI subscription fee of \$2272 per procedure registry per Participating Site selected on **Exhibit A-1 VQI Pathways® Services for Arrowhead Regional Medical Center.**
2. **Payment Terms.** Institution 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 subscription fees are subject to adjustment annually or upon any change in services. Payments should be remitted to Fivos, Inc., PO Box 675393, Detroit, MI 48267-5393.
3. **Tax Exemption.** Please check box below to indicate that Institution is Tax Exempt and provide Certificate of Exemption as applicable.  
 Tax Exemption Applies

## ATTACHMENT 1 INSURANCE REQUIREMENTS

Fivos agrees to provide insurance set forth in accordance with the requirements herein. If Fivos uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Fivos 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, Fivos 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 Fivos and all risks to such persons under this Agreement. If Fivos 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 – Fivos shall carry General Liability Insurance covering all operations performed by or on behalf of Fivos 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.
    - iv. \$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 Fivos 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. Fivos 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.** Fivos 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 Fivos and the Institution or between the Institution and any other insured or additional insured under the policy.
4. **Proof of Coverage.** Fivos 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 Fivos shall maintain such insurance from the time Fivos 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.