Your Quote #17100775 created on 04/17/2024 by Nichole Richardson

Bill to:	Bill to:0	**Ship to:**	Ship to:1
Arrowhead Regional Medical Center		Arrowhead Regional Medical Center	
Attn: Accounts Payable		400 N Pepper Ave	
400 N. Pepper Ave.		Colton, CA 923241819	
COLTON, CA 92324			

PO: SERVICENOW V4	**Attention:** KEITH JACKSON	**Payment Type:** Terms
Shipper: Electronic Delivery	**Reference:**	**Project:**
Cost Center:	**Order Notes:** Term 8/13/24-6/14/25	**Instructions:**

Line#	Mfg	Mfg Part	Avail	Qty	Unit Price	Total Price
1	SERVICENOW INCORPORATED	PROD16953		370	$672.01	$248,643.70
	Strategic Portfolio Management Professional					
2	SERVICENOW INCORPORATED	PROD21616		1420	$36.95	$52,469.00
	ServiceNow Hardware Asset Management Professional					
3	SERVICENOW	PROD22159		120	$1,856.42	$222,770.40
	SERVICENOW CLINICAL DEVICE MANAGEMENT PROFESSIONAL					
4	SERVICENOW INCORPORATED	PROD15028		200	$204.40	$40,880.00
	ServiceNow Business Stakeholder					
5	SERVICENOW INCORPORATED	PROD19351		50	$751.95	$37,597.50
	ServiceNow App Engine Enterprise					

Subtotal: $602,360.60

Estimated Shipping & Handling: $0.00

Estimated Tax: $0.00

Estimated Total: $602,360.60

STATEMENT OF WORK

PREPARED FOR:
Arrowhead Regional Medical Center

SERVICE:
ServiceNow SPM & CDM Services

PREPARED BY:
Karolyn Cole
Account Manager, MoreDirect, Inc. d/b/a Connection

Scott Denson
Project Manager, MoreDirect, Inc. d/b/a Connection

May 24, 2024
SOW # 041924
Revision # 1.0

The pricing in this Statement of Work is valid for 30 days from the latest Revision Date

REVISION	DATE	CHANGE
1.0	April 19, 2024	Original SOW
2.0	May 31, 2024	Updated SOW

MoreDirect, Inc. d/b/a Connection
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Boca Raton, FL 33434-4150
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Table of Contents

Section 1.0   Opportunity Summary

San Bernardino County, a political subdivision organized and existing under the constitution and the laws of the State of California on behalf of Arrowhead Regional Medical Center ("Client") has requested that MoreDirect, Inc. d/b/a Connection ("Service Provider") provide a quote for services in support of its ServiceNow Stragegic Portfolio Management (SPM) and Clinical Device Management (CDM) Services project ("Services").

Service Provider will perform and deliver these services in conjunction with our Preferred Partner Insource.

This SOW includes deliverable for the following:

- Phase 1: Strategic Portfolio Management (SPM)
- Phase 2: Clinical Device Management Services (CDM)

Overview:
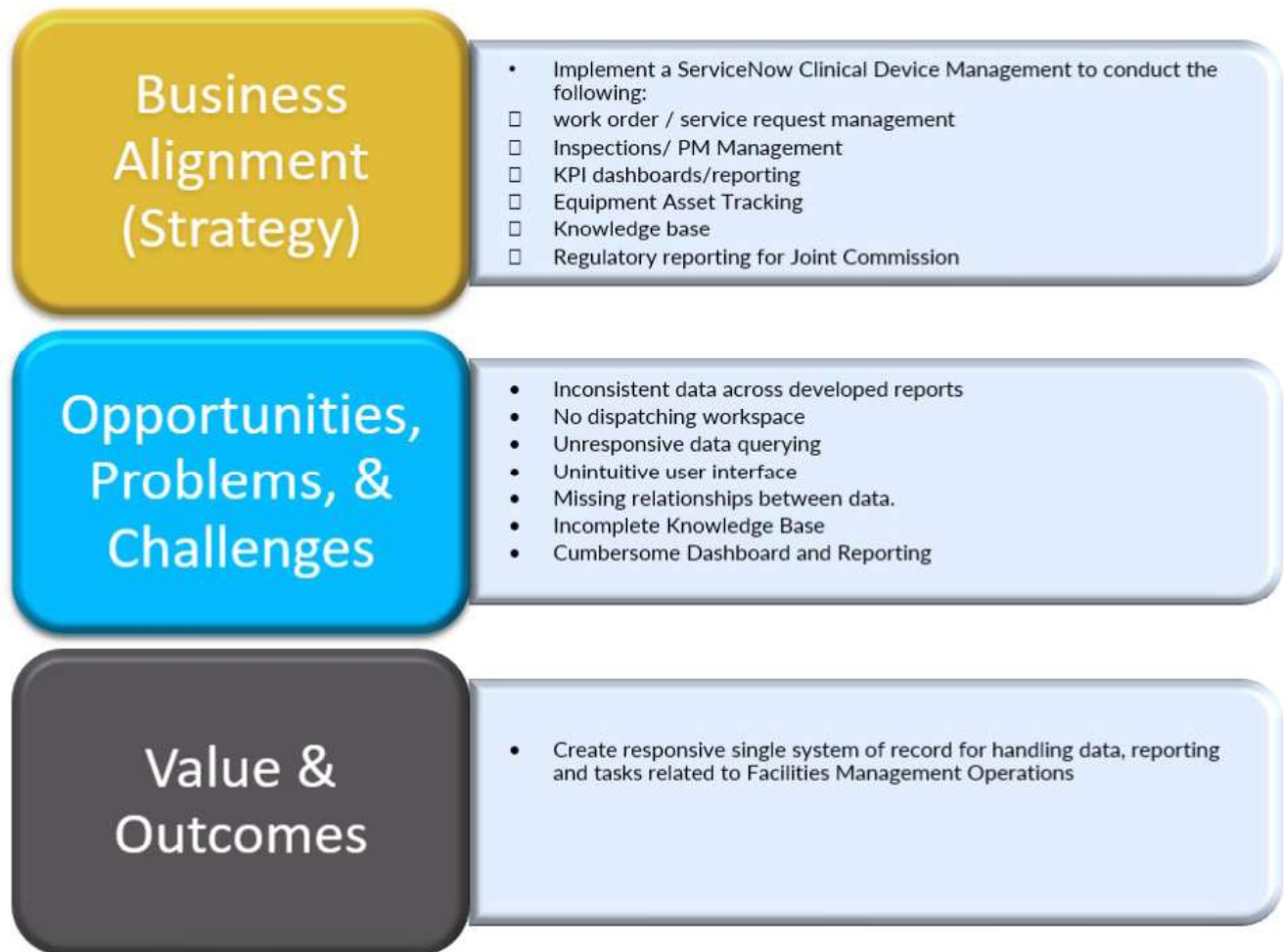
The scope of work for these services can be found in Section 2 of this document.

Section 2.0   Scope of Work

Scope of Work

Phase 1: SPM Services
Overview
This SOW includes deliverables for the following:
- Project Management
- Data migration from Excel into SN Project

Services & Deliverables

Configuration of ServiceNow

During this implementation, Service Provider will be responsible for the setup and configuration of the defined ServiceNow applications, modules, and features to achieve the Business Requirements. Service Provider will leverage out-of-box (OOB) standard configurations as much as possible. However, if customizations are needed, Service Provider will discuss the extent of these customizations based on the defined requirements, make recommendations, and take action on Client decisions.

Project & Portfolio Management

Description
- ARMC is in the process of migrating away from Planview and into ServiceNow. As this is a multiple phase project, to support ARMC phase 1, Service Provider will work with ARMC to review data extracts from Planview, and then properly load back into ServiceNow Project Management.

Implement
- Configure the project form as needed to support data extraction from Planview and into ServiceNow. This includes modification of up to 10 fields on the default project management view.
- Modification of up to 10 new fields within the Portfolio default view
- Creation of up to 10 new fields on the Project and Portfolio forms.
- Configuration of up to 10 notifications to alert appropriate personnel on updates within Projects.
- Review of provided data extracts from Planview in an Excel format, and then decide on proper data loading into appropriate fields within ServiceNow
- Configure reports & dashboards

Assumptions
- ARMC will provide data extracts
- ARMC will make appropriate SMEs available from Planview and internally available.

Training

User Training

The primary consumers of User Training are those who will be opening, working (fulfilling), and completing tasks within ServiceNow. User Training can be delivered to a corporate trainer in a Train-the-Trainer format, or directly with fulfiller groups.

Service Provider will provide user process training to Client on the following applications:

- Project Management
- Portfolio Management

The training deliverables (per application listed) are:

- One (1) Training session per application; each session duration is approximately 1.5 – 2 hours.
- Sessions include a live demonstration of the process within the client's instance; sessions may be recorded by the client for future use.
- Presentation slide deck(s) for the processes noted, plus any content needed to describe supporting applications (i.e., Service Portal).

Knowledge Transfer

The primary consumers of Knowledge Transfer (KT) are members of the Client internal ServiceNow support team (system administrators and/or developers). Service Provider will transfer knowledge of key configurations made and areas that may require ongoing support or maintenance.

Service Provider will provide KT to Client on the following applications:

- Project Management
- Portfolio Management

The KT deliverables (per application listed) are:

- One (1) KT session per application; each KT session duration is approximately 1 hour.
- Sessions include a live demonstration of configuration areas for ongoing support and maintenance within the client's instance; sessions may be recorded by the client for future use.

Other Training Options

If the client requests changes to the defined training deliverables, they will be handled as a gap in scope. Examples of scope changes are the additional audiences, additional sessions, or other materials such as videos, hands-on labs, user documentation, reference guides.

Project Timeline

Milestone	Target Weeks
Initiation • **Welcome Call** • **Project Kick Off Meeting**	Week 1
Planning • **Process Workshop** • **Business Requirements Workshop** • **Configuration Review & Gap Analysis**	Weeks 1-2
Execution, Monitoring & Control • **Service Provider Configuration & Unit Testing** • **Prototype Review Session** • **Client UAT (2 weeks)** • **Training & Knowledge Transfer**	Weeks 3-10
Go Live • **Deployment Readiness Review** • **Go-Live**	Week 11
Post Go Live Support / Closure • **Deployment & Go-Live Support (2 weeks)** • **Project Closure**	Weeks 12-13

* Note: Typical project kick off occurs 4 – 6 weeks following SOW signature to allow for staffing and initial planning.

Service Provider Approach

Initiation

Statement of Work

This SOW is a collaboration between Service Provider and Client to ensure that it appropriately details the actions and description of the specific services and deliverables, expectations, and tasks that the parties will be required to perform.

Project Charter

Upon completion of the SOW, Service Provider's Project Management Office (PMO) will develop a Project Charter that will define the purpose of the project, key participants and roles, governance roles and cadence for oversight and review.

Project Plan & Schedule

The following are the initial set of project milestones related to this implementation project. The milestones will be reviewed during the project as part of the governance and oversight. Adjustments to the milestones may occur based on reviews with the project team and identification of any gaps in scope.

Welcome Call

Service Provider will facilitate an introductory Welcome Call between leadership and project managers from both Parties to review the project plan and schedule. To ensure alignment and understanding of the purpose and scope of this project, the identified participants from both Parties should attend. Please see the section "Implementation Roles & Responsibilities" for details.

Project Kick Off

Service Provider will facilitate a Project Kick Off meeting to launch the project and review the project plan and schedule. To ensure alignment and understanding of the purpose and scope of this project, the identified participants from both Parties should attend. Please see the section "Implementation Roles & Responsibilities" for details. Service Provider may ask Client to complete a series of Assessments to better prepare both Parties for the Business Requirements Workshops.

Planning

Business Requirements

Service Provider will structure Business Requirements Workshops based on the scope as defined in the Services & Deliverables section of this SOW. The purpose of the workshops will be to:

- Review and demonstrate ServiceNow application functionality to facilitate the gathering of requirements
- Gain an understanding of the business process
- Recommend best practices based on past proven best practices
- Review of client provided current state or process documentation
- Gather and document functional and technical Business Requirements
- Document client's acceptance criteria for the requirements
- Document gaps between Business Requirements and SOW

Configuration Review & Gap Analysis

Service Provider will conduct a Configuration Review session after the Business Requirements Workshops are complete. The purpose of the session will be to:

- Review Business Requirements
- Document and provide a Gaps Analysis
- Determine if a Project Change Request (PCR) to add/remove scope is required
- Track decisions and make adjustments to project
- Obtain client affirmation and sign-off of all configuration areas
- Create Visual Task Board (VTB) cards for development and testing

The Gap Analysis with affirm that the Business Requirements gathered during the workshops are In-Scope or Out-of-Scope.

"In-Scope" as defined by the Deliverables & Services:

- Business Requirements that are fully aligned with the **Services & Deliverables** and the capabilities of the application. ServiceNow will be configured to meet the Business Requirements.

"Out-of-Scope" as defined by the Deliverables & Services:

- Business Requirements that are not aligned with the **Services & Deliverables** and the capabilities of the application. Gaps in scope and their impacts will be presented to the client.

The Gap Analysis will include:

- Impact on meeting the Services & Deliverables and the expected business result.
- Capability of the ServiceNow application(s) and the implication on the user experience.
- Cost and schedule implications to add/remove the gap item(s) to/from the scope of this SOW.
- Cost and schedule implications to defer the gap item(s) to a subsequent phase and separate SOW.

Client will decide the course of action which may include but is not limited to:

- Add/remove the gap item(s) to/from the scope of the defined Services & Deliverables via a Project Change Request (PCR) to declare it In-Scope.
- Defer the gap item(s) to a subsequent project, revision, or future enhancement and declare it Out-of-Scope.
- Determine that the gap item is not needed, and no action required.

Service Provider requires Client 's validation of the Business Requirements as well as decisions for all gap items. Service Provider must obtain client sign-off before configuration can begin.

Client Readiness Assessment

Client should assess the readiness of their organization to accept changes that are required to make this project successful. Clients with Organizational Change Management (OCM) teams may already have a readiness assessment as part of their OCM program, however, all clients should prepare for changes to their processes, people, and products (tools). Service Provider recommends Client to perform activities such as:

- Current vs. Future State Analysis
- Impact Analysis
- Stakeholder Analysis
- Initial rollout audience selection
- Risk Assessment
- Transformation Model (i.e., organizational change, communication, marketing plan, training plan)
- Implement the revised model prior to deployment

Readiness and organizational change are the responsibility of Client. Should Client require OCM services from Service Provider, the additional scope will be tracked as a gap unless included in the Services & Deliverables section of this SOW.

Deployment Plan

By thoroughly planning for deployment and go-live, Service Provider aims for the highest levels of success and user satisfaction, all while reducing risks and fostering healthy communication. The Service Provider Deployment Plan includes:

- The defined and agreed upon deployment plans.
- Key Client communication plan activities and dates that will prepare their organization for change.
- Client processes for application development and release that requires adherence.
- Any Client user access & security policies that require adherence.
- Verification Service Provider unit testing and Client user testing has completed.
- Define the path to promote configurations to the Production environment.

- Define Production environment testing as well as a back out plan.
- Record and manage deviations, risks, contingencies, and issues related to the deployment; track decisions and actions.
- Adjust the schedule and planned Go-Live date, if necessary.

Execution

Authorization to Proceed

Service Provider will request Client to authorize the approval to begin each stage of the project. This authorization will be presented as a "Verification and Authorization to Proceed" request. Client 's response will be provided to Service Provider within three (3) days of the Service Provider's request. The execution of this SOW authorizes the Initiation phase of the project.

Configuration

Service Provider's technical team will configure Client's ServiceNow instance to meet the Business Requirements.

Unit Testing

Service Provider will unit test all configurations and verify they meet the Client's acceptance criteria as defined in the Business Requirements. Service Provider will conduct unit testing of the applications and modules individually and together as they support the requirements. Unit Testing does not replace or serve as User Acceptable Testing; please see the section "User Acceptance Testing" for details.

Prototype Review

Service Provider will conduct a Prototype Review. The purpose of this session will be to:
Trace business requirements to the prototype model via demonstration within Client 's instance.
Document gaps between Prototype and Business Requirements.
Provide a Gap Analysis.
Determine if a Project Change Request (PCR) to add/remove scope is required.
Track decisions and make adjustments to project.
Obtain client affirmation and sign-off of all configuration areas.
Update VTB cards tracking development, testing, and remediation.

User Acceptance Testing

User Acceptance Testing (UAT) is critical to the success of this project and Service Provider urges Client to plan as early as possible. UAT will be conducted by Client for the purpose of **defect identification and remediation.** Client is responsible for:
- Creating test cases for UAT to verify the configurations support Client processes.
- Assigning resources to perform UAT that understand their processes and can confirm test cases against expected ServiceNow application(s) behavior.
- Training Client resources on how to use ServiceNow, navigate test cases, and report defects to Service Provider.
- Reporting defects to Service Provider and retesting the remediation of those defects.
- Planning for these activities before the planned UAT date.

Service Provider's unit testing does not serve as the client's UAT; however, Service Provider will perform unit testing against the acceptance criteria collected during Requirements Workshops.

During UAT, any requests for features or functionality that were not originally collected as requirements (non-defects), will be considered an enhancement request and handled as a gap in scope.

Service Provider is responsible for remediating defects reported by Client. If Client requires a UAT period longer than the standard two (2) weeks, they may request a change to the project plan. If Client requires additional remediation support from Service Provider, a work effort increase can be discussed as a gap unless included in the Services & Deliverables section of this SOW.

UAT training is not provided by Service Provider by default; it is expected that members of the Client project team will perform UAT and/or will train other users to participate in UAT.

Training

Prior to the planned training date(s), Service Provider will review the client's specific needs against the requirements defined in the Services & Deliverables. During this review, the Service Provider Training team and Client will confirm the scoped training sessions, intended audiences, and types of training most suited for maximum adoption of the platform. Service Provider encourages working with client corporate trainers and is favorable to a Train-the-Trainer approach. Service Provider will also track any gaps in training scope.

Deployment Readiness Review

Service Provider and Client will review Go-Live readiness which includes all elements critical to completing a successful deployment and determine if all milestones and tasks are on target. The Deployment Readiness Review will also include any contingencies and support that may be required to achieve Go-Live.

Deployment & Go-Live

Deployment & Go-Live will be within two (2) weeks of the completion of UAT. Service Provider will follow the Deployment Plan on the scheduled Go-Live date. A successful deployment will result in the promotion of configurations to Client 's Production environment. Service Provider will conduct one (1) Go-Live with one (1) period of Post Go-Live support. Requests for multiple Go-Lives (rollouts) with support are not included and will be tracked as a gap unless included in the Services & Deliverables section of this SOW.

Post Go-Live Support

Service Provider will provide Client a period of two (2) weeks for Post Go-live support. This support will be to remediate any defects that are encountered after go-live. Requests for enhancements during go-live support will be tracked as gaps.

Monitoring & Control

Service Provider will continue to monitor and control throughout the project duration. As previously described, the Project Manager will address gaps in scope as they arise, track decisions, adjust the project plan or re-baseline if necessary. They will also track any risks, mitigate or avoid when possible, document risks that become issues, and help drive resolution.

Closure

Post Go-Live Support Plan

Prior to project closure, Service Provider will provide Client the information needed for on-going support from ServiceNow via ServiceNow's HI support.

Project Closure Meeting

While details of the project are still fresh, the project closure meeting will be held within 4 weeks of Go-Live. The meeting's purpose is to review the project's success and challenges, conformance to the requirements, and most importantly, user satisfaction. Service Provider wishes to facilitate closed-loop feedback and learn from Client how and where improvements can be made. Service Provider also wants to ensure that skills and knowledge are transferred to operations and the Client ServiceNow support team in order so they may effectively and efficiently deliver, support, and maintain the services.

Roles and Responsibilities – Service Provider

Service Provider will provide the following resources to the project:

Role	Area of Responsibility
Delivery Executive	• Delivery Oversight • Senior Level Contact & Escalation Point • Participate in the Welcome Call
Account Executive	• SOW creation, delivery, and contractual execution • Professional Service fees and invoicing • Licensing (if applicable) • Participate in the Welcome Call & Project Kick Off
Solution Consultant	• SOW Support • SOW Services & Deliverables • Work effort relating to fees for Services & Deliverables • Create initial project Milestone timeline for SOW • Participate in the Welcome Call & Project Kick Off • Participate in Configuration Review and Gap Analysis
Service Provider PMO & Project Manager	• Manage Project Plan compliance • Assign and allocate appropriate Service Provider resources • Conduct the Welcome Call & Project Kick Off • Send Pre-Workshop Assessments and obtain responses • Facilitate weekly project status calls with client Project Manager • Distribute a weekly project status report • Conduct Configuration Review and Gap Analysis • Deliver Project Change Requests and obtain client signature • Track Risks, Issues, & Decision Points • Manage escalations • Obtain client acceptance and Close Project
Solution Architect(s)	• Participate in the Welcome Call and Project Kick Off • Review Pre-Workshop Assessment responses • Conduct Requirements Workshops, document Business Requirements, acceptance criteria, and gaps in scope • Consult on processes when process design is in scope • Participate in Configuration Review and Gap Analysis • Conduct unit testing of configurations • Demonstrate and Review Prototype • Assist with knowledge transfer • Provide UAT and Go-Live defect remediation support
Technical Consultant(s)	• Participate in the Project Kick Off • Review Pre-Workshop Assessment responses • Participate in Requirements Workshops and assist with documentation of Business Requirements, acceptance criteria, and gaps in scope • Participate in Configuration Review and Gap Analysis • Configure client's SN environment according to the Business Requirements • Conduct unit testing of configurations • Assist with knowledge transfer • Provide UAT and Go-Live defect remediation support

Role	Area of Responsibility
Trainer	• Participate in the Project Kick Off • Conduct review of training requirements and document gaps in scope • Conduct User Training sessions • Create and provide training deliverables

Roles and Responsibilities - Client

Client is responsible for determining which resources are vital to the success of the project and align the suggested roles below with their unique organizational structure. Client will provide the following resources to the project, but may want to consider other stakeholders who should attend (i.e. corporate trainer, OCM lead, ITIL Expert, Service Delivery Manager, VP of IT Service Delivery):

Role	Area of Responsibility
Business Sponsor	• Ultimate Decision Maker • Participate in the Welcome Call & Project Kick Off • Authorize Scope Modifications and Project Change Requests (PCRs) • Lead the Client 's Governance Team • Provide reinforcement for adopting ServiceNow • Establish expectations for the necessary internal organizational changes (OCM)
Project Manager	• Participate in the Welcome Call & Project Kick Off • Participate in weekly project calls • Maintain schedule and scope compliance • Manage and allocate Client resources • Manage Client assigned tasks • Participate in Configuration Review and Gap Analysis • Drive and obtain decisions for gap items • Obtain and deliver to Service Provider the Client sign-off of Business Requirements in order to proceed with configuration • Coordinate internal plans for organizational change • Coordinate internal plans for UAT • Coordinate internal plans for Go-Live
Subject Matter Experts	• Participate in Project Kick Off • Provide Assessment responses and/or current state business process documentation • Participate in Requirements Workshops, define business processes, functional requirements, and correlating acceptance criteria • Participate in Configuration Review and Gap Analysis • Participate in Prototype Review • Participate in Training and Knowledge Transfer • Participate in UAT and report defects; retest after Service Provider remediation • Participate in Deployment Readiness Review • Report Go-Live defects; retest after Service Provider remediation • Support the ServiceNow platform beyond Go-Live
ServiceNow & other System Administrator(s)	• Participate Project Kick Off • Provide Assessment responses and supporting documentation

| | • Participate in Requirements Workshops, effectively communicate business processes and functional requirements, and correlating acceptance criteria
• Provide expertise on current configurations of ServiceNow and/or third-party systems that will be integrated with ServiceNow
• Participate in Configuration Review and Gap Analysis
• Participate in Prototype Review
• Participate in Training and Knowledge Transfer
• Participate in UAT and report defects; retest after Service Provider remediation
• Participate in Deployment Readiness Review
• Report Go-Live defects; retest after Service Provider remediation
• Support the ServiceNow platform beyond Go-Live |
|---|---|

Client Requirements

To successfully complete this project and for Service Provider to timely provide the deliverables Client will:

- Provide Service Provider with the necessary access to data and information before or at the time of project kickoff.
- Provide the necessary and appropriate resources to effectively complete Client assigned tasks throughout the duration of the project.
- Complete any pre-workshop Assessments and provide documentation relevant to the project (i.e., workflows, checklists, policies, branding guidelines); if process design is not included in the scope of this SOW, the client must provide process documentation.
- Provide at least one (1) ServiceNow trained administrator to support the system during and after implementation.
- Provide resources to assist with any third-party external systems as it relates to integrations or data migration/import with ServiceNow; Service Provider will not provide experts or support for third-party systems; when necessary, these resources will support on-going maintenance as described by Service Provider during Knowledge Transfer.
- Participate in the necessary reviews and check points to ensure alignment with the Business Requirements and provide timely feedback (sign-off or PCR) relating to the deliverables.
- Coordinate internal organizational change to prepare impacted user audiences for the ServiceNow implementation Go-Live.
- Assign and execute UAT, report defects to Service Provider for remediation, and retest after remediation; Client is responsible for the creation of test cases as well as training resources in preparation for UAT.

SPM Estimated Breakdown of Hours

SPM:	Hours
Project Manager	96
Solution Analyst / Process Consultant	85
Technical Consultant	127
Trainer	34
Totals	**342**

Phase 2: CDM Services

Below is a high level overview of CDM implementation. Further scoping is required before final scope, deliverables, and assumptions can be defined. Pricing for Phase 2 CDM services is provided for budgetary purposes only. Final scope and pricing will be provided via the Change Order process.

CDM – ServiceNow Applications/ Capabilities include but are not limited to:
- Enterprise Asset Management
    - Facility Assets
    - Bar Code Scanning (via Mobile App)
- Facilities Management
  - Work Orders (Facilities)
  - Work Order Playbook
  - Dispatcher Workspace
  - Planned Maintenance
  - Planned Work Management
- Service Catalog (Update)
    - Facilities Service Request (3 Types)
- Employee Center (Update)
    - Facilities Taxonomy
- Knowledge Management
- Contractor Management
    - Contractor Core Data
    - Contractor Portal
- Mobile Applications
- Data Migration
    - Facility Assets (from Agilis / SharePoint)
    - Work Orders (from Agilis / SharePoint)

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Approach

- Workshops
  - Capability Review Workshops
  - Requirements Workshops
- Configuration Review & Gap Analysis
- Service Provider ServiceNow Application / Capability Configuration
- Service Provider Unit Testing
- Prototype Review Sessions
- CLIENT UAT (2 weeks)
- Training & Knowledge Transfer
- Deployment Readiness Review
- Deployment & Go-Live Support (2 weeks)

CDM Estimated Breakdown of Hours

CDM:	Hours
Project Manager	591
Solution Analyst / Process Consultant	446
Technical Consultant	842
Trainer	232
Totals	**2111**

Project Specific Assumptions

The following assumptions were used in developing the terms and fees related to this SOW:

- Client will obtain the necessary licenses required for the implementation.
- Configurations are limited to those defined in the Services & Deliverables section of this SOW; any deviations will be handled as a gap in scope.
- There will be no co-development during this project; development by other partners and/or Client admins/developers is not accepted by default and may be handled as a gap in scope.
- The Client instance is on the current or N-1 software release; any previous upgrades have had exceptions remediated; exception handling is not in scope.
- If during the course of this project Service Provider discovers any configurations or customizations not OOB that impact the deliverables in this SOW, findings and any potential remediation efforts will be handled as a gap in scope.
- ServiceNow Domain Separation is not in use and is out of scope.
- Segregation/separation of data outside of access control standard for roles/groups/user criteria is out of scope; no custom data segregation/separation will be modified or implemented.
- Place of performance shall be a combination of remote and at the client site.
- Client sub-production instances have been cloned from the production instance within 30 days
- Preworkshop Questionnaire is completed by Client prior to the workshops, incomplete questions could lead to extension of the project

Section 3.0   General Assumptions

Both Client and Service Provider are responsible for the successful execution of this service. Service Provider's responsibilities have been set forth elsewhere in this SOW. Client agrees to the following assigned responsibilities if applicable:

1. Prior to the scheduling of this service, Client and Service Provider shall deliver in writing (or Email) to each other the respective primary point of contact ("Client Contact").
2. All service-related communications will be addressed to primary point of contact.
3. The primary point of contact shall:
    a. Have the authority to act on behalf of the Client in all aspects of the service.
    b. Have the authority to resolve conflicts.
    c. Ensure that any communication between Client and Service Provider is made through the appropriate Project Manager.
    d. Obtain and provide service requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
    e. Ensure that assigned service personnel have reasonable and safe access to the service site and adequate office space, as required.
4. Client will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the execution of this service ("Technical Contacts").
5. Service Provider may request that meetings be scheduled with Technical Contacts.
6. Client will inform Service Provider of all access issues and security measures, and provide access to all necessary hardware and facilities.
7. Client is responsible for providing all hardware, software, and facilities for the successful completion of this service. Facilities and power must meet manufacturer requirements for the products purchased.
8. Client may be responsible for developing or providing documentation, materials and assistance to Service Provider and agrees to do so in a timely manner.
9. Service Provider personnel will honor Client confidentiality requests and will work to meet / follow internal security guidelines.
10. Service Provider Services are performed by Service Provider resources or a member of their Premier Partner Network.
11. Service Provider employees and sub-contractors will not work in an environment that exposes them to safety or environmental hazards, including but not limited to asbestos.
12. Client is responsible for reporting that buildings, worksites, and associated locations have been tested for safety or environmental hazards, including but not limited to asbestos, and all traces have been abated to OSHA standards.
13. Client is responsible for notifying Service Provider of the presence of safety or environmental hazards, including but not limited to asbestos, in any buildings, worksites, or associated locations prior to work beginning.
14. Client is responsible for all costs associated with any work delays caused by the discovery of safety or environmental hazards, including but not limited to asbestos.
15. Client is responsible for costs associated with all abatement procedures and delays caused in the service execution. Service Provider assumes no responsibility for executing abatement procedures for safety or environmental hazards, including but not limited to asbestos.
16. Client is responsible for any time and expense associated with permits necessary per local city codes or ordinances.
17. Client is responsible for a full and complete backup (including System State Information) of the existing environment before any work will take place.
18. Service Provider assumes all service tasks included in this SOW will be performed contiguously unless otherwise stated.

19. Service Provider assumes no liability for loss or recovery of Data or Programs.
20. Service Provider assumes that the existing environment is stable, properly configured and free of critical errors in the Event Logs.
21. All required hardware, software and licensing will be on-site prior to Service Provider arrival.
22. Required hardware will be racked, configured and boot tested prior to Service Provider arrival on-site unless otherwise agreed to by Service Provider.
23. Client IT staff will respond to requests for information or assistance in a timely manner (e.g. that same day of the request is made) in order to keep the execution of this service on track.

Section 4.0 Estimated Pricing

Description	Price
CDM Services	$ 527,750.00
SPM Services	$ 85,500.00
Total:	$ 613,250.00

Pricing Assumptions

1. Unless otherwise agreed to by Client and Service Provider, this SOW is valid for 30 days from the date finally delivered to the Client.
2. Pricing above assumes all project tasks will be performed contiguously unless otherwise agreed to by Client and Service Provider.
3. Pricing for Phase 2 CDM services is provided for budgetary purposes only. Final scope and pricing will be provided via the Change Order process.
4. Service Provider reserves the right to request, but Client is not obligated to accept, a milestone billing for the project if an unanticipated delay (outside of the control of Service Provider) causes a work stoppage of two weeks or greater.
5. Unless otherwise set forth in an Exhibit or Statement of Work, Service Provider agrees to provide services during local service hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Local legal holidays will apply.
6. Unless previously agreed to, Service activities scheduled for non-standard working hours require additional charges. As set forth below, Non-standard working hours are defined as follows:
    a. Monday through Friday, before 8AM or after 5PM local service activity location time.
    b. Saturday & Sunday (all day).
    c. Legal Local Holidays.
    d. Service Provider recognized Holidays, schedule available upon request for all non-standard working hours as defined above and for any hours billed by a Service Provider employee or contractor in excess of the hours required under local law such that they may be considered overtime hours, Client will pay Service Provider an hourly rate equal to the greater of time and a half of the then current hourly charges billed by Service Provider for such employee or contractor, or such multiple of the hourly rate as required under local law.

Pricing & Invoice Terms and Conditions

This project is a Time and Materials pricing type with included expenses and a Monthly invoicing structure associated with it and as such the following terms apply to this project:

Pricing Terms
The pricing listed is a Time and Materials (T&M) price engagement and will be the pricing reflected on the invoice.

Expense Terms
There are no anticipated expenses for the project tasks listed or anticipated expenses have been factored into the Service pricing listed in the pricing table above.

Invoicing Terms

Any adjustments to the scope, schedule, or deliverable as well as any changes in the estimated hours, expenses, or materials related to the project may result in the development of a Change Order (Exhibit B).

For applicable Time and Materials engagements, Client agrees to be invoiced for actual time and materials up to 20% beyond the original estimate.

Section 5.0   SOW Acceptance Summary

SOW Acceptance

Upon Client acceptance of the SOW Acceptance Page and delivery back to Service Provider, Service Provider will countersign the SOW Acceptance Page (upon Client request) and return copy to appropriate Client contact.

Commencement of Services

1. Upon execution of the SOW Acceptance Page contained in Section 6 of this document, Service Provider will work with Client to establish Commencement Date.
2. No Services will be performed prior to execution of the SOW Acceptance Page contained in Section 6 of this document.

Delivery of Services Acceptance

Upon completion of some or all of the service tasks listed in SOW# 041924, Service Provider may present a form of Proof of Delivery, POD, to Client for the purpose of Client acknowledgement of services delivery. Proof of Delivery could include but is not limited to the list below.

1. The Acceptance for Services Delivered (ASD) form (see Exhibit A attached).
2. Client email acknowledgement of work completed.
3. Client faxed acknowledgement of work completed.
4. Signed proof of order agreeing to be invoiced.
5. Time sheet with hours worked.

Note: The acknowledgement form listed above will not preclude Client from contesting charges or Services delivered at a later date; it simply acknowledges the delivery of Service.

Important Note: Client shall have seven (7) business days to respond to the ASD. If, after seven days of request by Service Provider, there has been no Client response (Acceptance or Dispute), Service Provider will consider this as a statement of acceptance of the Services performed and Service Provider will invoice for these Services immediately.

Section 6.0   SOW Acceptance for SOW #041924

By signing this document you agree to all sections of this Statement of Work and to provide full and timely payment for completion of this project per the terms and conditions of this Agreement.

1. Service delivery will be scheduled following Service Provider's receipt of this signed Agreement and, if applicable, the accompanying purchase orders (PO), unless otherwise agreed upon by Client and Service Provider.
2. The estimated dates for beginning and conducting the project will be mutually agreed upon by Client and Service Provider.
3. Client delays to the project schedule may incur additional costs.
4. Upon execution of this Agreement, please deliver signed Agreement to Account Manager and or Project Manager listed on page 2 of this document.

Client:	**San Bernardino County on behalf of Arrowhead Regional Medical Center**
Service Name:	**ServiceNow CDM and SPM Services**
SOW #:	**041924**
SOW Revision:	**1.0**

ACCEPTED BY:
MoreDirect, Inc. d/b/a Connection

Name: Karen Killian
(Please Print)

Title: Director, Contracts and Compliance
(Please Print)
Signature:

Date: Jun 12, 2024

ACCEPTED BY:
San Bernardino County on behalf of Arrowhead Regional Medical Center

Name:
(Please Print)

Title:
(Please Print)
Signature:

Date:

Please return entire document including the SOW Acceptance for SOW #041924 page.

Purchase Order# _____ OR check here ❑ if PO not required for billing purposes
(Note: If neither option is entered, Account Manager will contact to verify before kickoff)

Section 7.0   Terms and Conditions

STANDARD TERMS AND CONDITIONS

These **Terms and Conditions** are entered into by and between Service Provider and Client.

1.   **Services & Statements of Work**

The Services to be covered under this Agreement are set forth in one or more Statements of Work ("SOW"), together with any Exhibits, which shall reference this Agreement; and the terms and conditions contained herein will be a part of any such Statements of Work or Exhibits. In the event Client chooses to order products or services from Service Provider utilizing the Internet or Service Provider's website, the terms and conditions contained therein shall apply to any such products or services ordered. The cost, installation and functioning of all products not provided by Service Provider in rendering services hereunder, including, without limitation, electric power, electrical wiring, cabling, telephone equipment, computers, modems, printers, tables, etc. shall be Client's sole responsibility.

2.   **Pricing & Terms of Payment**

(a) The price for services to be provided will be set forth in Exhibits or SOWs. Service Provider may, after the initial term of an Exhibit of Statement of Work, increase charges for services by giving the Client thirty (30) days written notice.

(b) All terms are net 30 days, unless otherwise specified in the SOW, contingent upon Client qualifying for credit with Service Provider. Should Client not qualify for sufficient credit with Service Provider, payment must be made via other acceptable form such as credit card or prepayment. Failure to pay within specified terms may at the option of Service Provider result in the suspension of the contract, and may result in the termination of the contract by Service Provider upon written notice.

(c) The SOW shall specify whether the contract is based on a fixed price or hourly rate. All reasonable travel, lodging, car rentals, and meal expenses will be billed to the Client unless otherwise specified in SOW or Exhibit.

(d) Any sales and use taxes shall be added to the invoice. In the event Client claims exemption from sales and use taxes, Client must provide Service Provider with the appropriate tax exemption certificate from the taxing authority.

3.   **Fees &Taxes**

Client, at its expense, shall pay, discharge, and be responsible for, all licensee fees, business, sales, use, or other similar taxes or assessments charged or levied by reason of anything performed under this Agreement, excluding, however, all taxes and assessments applicable to Service Provider income or applicable to Service Provider property. If Service Provider is required to remit any fee, tax, or duty on behalf of or for the account of Client, Client will reimburse Service Provider within ten (10) days after Service Provider notifies Client in writing of such remittance.

4. Proprietary Rights

Except for any Deliverables as set forth in a SOW, Service Provider does not convey or transfer nor does Client obtain any right or interest in any of the software programs, systems, tools, data or materials or process utilized or provided by Service Provider in connection with the performance of this Agreement, including but not limited to the WebSPOC® software. Service Provider grants to Client a perpetual, royalty-free, worldwide right to use the technology imbedded in the Services.

5. Client Representations

Client represents and warrants to Service Provider that Client has the right to authorize Service Provider to repair and/or service all items of computer products, hardware or software, which are or become subject to this Agreement.

6. Client Responsibilities

Client, at its expense, shall:

(a) Allow employees or agents of Service Provider reasonable access to the premises and facilities where the service is to be provided, and Client shall not require Service Provider's personnel to sign any document that has not been approved in advance by Service Provider.
(b) Provide appropriate electric current for any necessary purpose with suitable outlets.
(c) Provide safe, suitable and easily accessible floor space, adjacent to where service will be provided.
(d) Provide suitable environmental conditions for installation as may be specified in a SOW.
(e) Provide reasonable assistance to Service Provider as requested.
(f) Use the Services only on or with equipment and software recommended by Client, or the applicable manufacturers and software providers.

Upon the failure of Client to comply with the responsibilities set forth in this Section ("Non-compliance"), Service Provider may, at its option, refuse to perform any service where Non-compliance has occurred until such Non-compliance has been cured to the reasonable satisfaction of Service Provider without any liability or obligation under this Agreement or any applicable law; provided further, that Service Provider may charge Client at its then current labor rates for any service call at which no service was performed by Service Provider as a result of Non-compliance.

In the event Service Provider holds, stores, or provides storage services for any of Client's property, including but not limited to any computer hardware or products, Client represents that it is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement. Unless otherwise provided by an Exhibit, Service Provider has no liability for Client's property stored at Service Provider's premises.

7. Service Provider Indemnification and Insurance

(A) INDEMNIFICATION. Service Provider agrees to indemnify, defend and hold harmless Client and its authorized officers, employees, and agents from any and all third party claims, actions, losses, damages and/or liability, to the extent arising out of (i) any breach of Service Provider's confidentiality obligation under Section 15, (ii) personal injury (including death) or property

damage (excluding data loss), (iii) Service Provider's gross negligence and willful misconduct in the performance of Services hereunder, and (iv) infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Service Provider proprietary software. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Client, or Client receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Client will use reasonable efforts to notify Service Provider promptly of such lawsuit, claim or election. Client's failure to provide or delay in providing such notice will relieve Service Provider of its obligations to indemnify Client to the extent that such delay or failure materially prejudices Service Provider's ability to defend such lawsuit or claim. Service Provider shall have sole control and authority over the defense and settlement of such claim; provided that Service Provider may not enter into any settlement that would impose liability on Client which will not be satisfied by the payment of money by Service Provider and/or performance by Service Provider without Client's prior written consent, which shall not be unreasonably delayed or withheld. .

(B) INSURANCE. Service Provider shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment B, as attached hereto and incorporated herein.

8. **Limited Warranty**

(a)   Computer & Technical Services. Service Provider shall provide computer and/or other technical services in a good workmanlike and professional manner consistent with current industry standards, and that such Services shall for a period of sixty (60) days following completion conform to the specifications in the Scope of Work. The foregoing limited warranty is contingent upon Client fulfilling the Client responsibilities set forth above and any other conditions that may be specified in the applicable SOW. All product and service completion schedules provided by Service Provider are estimates and are provided for planning purposes only.

In the event Client finds any Services provided hereunder to be defective or nonconforming during the warranty period, subject to the limitations set forth above, Service Provider shall promptly correct such Services to the reasonable satisfaction of Client in accordance with the specifications set forth in the SOW. In the event such corrected Services fail to comply with the specifications set forth in the SOW, then at Client's option, Service Provider shall again promptly correct such Services or shall reimburse to Client the payments made to Service Provider for such Services. The foregoing constitutes Client's sole remedy for Service warranty claims relating to computer and technical services.

To the extent Service Provider is supplying third party hardware or software as part of the Services, such hardware and software shall be provided with the manufacturers' or publishers' standard end user warranties, if any. Service Provider makes no independent warranties with regards to third party hardware or software.

(b)   Personnel Services. Warranties, if any, relating to the provision of personnel placement and recruiting services will be as set forth in the applicable SOW.

9. **Disclaimer of All Other Warranties**

WITH THE EXCEPTION OF THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED UNDER LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT PROMISE THAT THE

PRODUCTS OR SERVICES PROVIDED WILL BE ERROR-FREE OR THAT CLIENT'S COMPUTER PRODUCTS, HARDWARE OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.

10. <u>Limitation of Liability</u>

SERVICE PROVIDER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY SUCH EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

EXCEPT FOR LIABILITY ARISING: (i) UNDER SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS, OR (ii) FROM SERVICE PROVIDER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATION OF LAW (collectively "EXCLUSIONS"), SERVICE PROVIDER'S LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO SERVICE PROVIDER'S NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED TWO TIMES THE PRICE PAID TO SERVICE PROVIDER BY CLIENT FOR THE COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, PARTS OR SERVICES, WHICHEVER IS LESS. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL SERVICE PROVIDER'S LIABILITY FOR THE FOREGOING EXCLUSIONS IN (i) ABOVE EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (US$1,000,000).

Service Provider shall not be responsible for damages caused by (i) accidents, misuse, misapplication, or neglect of Client or any of its agents or employees or as result of service by any person other than a Service Provider representative; (ii) placement or operation of computer products in an area that does not comply with manufacturer's published space or environmental requirements; or (iii) improper storage, use, and movement of any computer products to be serviced.

Internet/Transmission Disclaimer. Service Provider does not and cannot control the flow of data over the Internet or the integrity of the Internet (the global system of interconnected computer networks). Therefore, Service Provider disclaims all liability for loss of data, corruption of data, or inability to provide Services, as a result of disruptions, slowdowns, breakdowns, or other technical issues affecting the Internet.

11. <u>Completion of Services</u>

(a) Completion of Services shall be documented by the Service Provider Acceptance Form – Exhibit A, which Client shall execute and return promptly. Services shall be deemed complete if Client fails to return the Acceptance Form within seven (7) days of the completion of Services by Service Provider. For products that do not require installation or Services an Acceptance for Services Delivered Form is not required and Acceptance shall occur upon delivery of products to Client.

(b) If provided for in the Statement of Work, an Acceptance Plan may be co-developed by Service Provider and Client and used to determine successful completion of the deliverables and final acceptance.

12. **Term**

Unless otherwise stated herein, the term of this Agreement shall be from the execution of the SOW Acceptance Page until the client's acceptance of the completion of Services as described in Section 5 of this Agreement.

13. **Right of Termination**

(c) Service Provider:
If Service Provider is unable to furnish any parts or acquire technical data required to repair and/or service any item of computer hardware products, then Service Provider may cancel coverage for that item under the Agreement and Service Provider will refund payment for the remaining days of coverage under this Agreement, on a pro rata basis.

If, during the course of this Agreement, items of computer products experience an excessive failure rate due to age, discontinuance of spare parts availability from the manufacturer or other causes beyond Service Provider's control, Client agrees to replace or refurbish said Equipment at no charge to Service Provider. If Client fails to do so, Service Provider may, at its option, exclude such item from coverage by giving the Client thirty (30) days written notice.

(d) Mutual Rights of Termination:
 Either party may terminate this Agreement at any time if the other party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with diligence to completion.

 Client shall have the right to terminate this Agreement without cause, without penalty, and without liability for any damages as a result of such termination at any time giving Service Provider at least thirty (30) days prior written notice of such termination. Such termination may include all or part of the services described herein.   If either Party properly terminates the Agreement, Service Provider will provide a prorata refund for any advanced payment for the remaining days of coverage under the Agreement. Any funds so owed by Service Provider will be refunded in full within sixty (60) days after receiving written notice of contract termination. Notwithstanding any termination of this Agreement, Client shall be obligated to pay Service Provider for (i) all products and services provided by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination; and (ii) all incidental costs and expenses incurred by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination. Upon receipt of termination notice Service Provider shall promptly discontinue services unless the notice directs otherwise.

14. **Personal Information**

Service Provider represents and warrants to Client that in connection with the receipt, storage, use and/or transfer of Personal Information, it shall (a) at all times maintain the confidentiality of Personal Information provided Service Provider or otherwise disclosed to Service Provider in connection with the provisions of services under this Agreement, and (b) maintain appropriate security measures

that are in compliance with data protection regulations promulgated under applicable state and federal laws of the United States. For the purposes of this section "Personal Information" means the first and last name or first initial and last name of an individual together with one or more of the following relating to such individual: (i) Social Security number; (ii) driver's license number/state-issued identification number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to the account. The parties agree that they shall perform under this Agreement in compliance with all mandatory and applicable laws relating to the privacy and confidentiality of patient information, including, if Service Provider is determined to be a Business Associate (as defined under <u>the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, including the applicable federal regulatory revisions under the Health Information Technology for Economic and Clinical Health Act (collectively,</u> "HIPAA") entering into a Business Associate Agreement. In the event that Service Provider is determined to be a Business Associate, Service Provider agrees to execute a Business Associate Agreement, the terms of which shall be mutually agreeable to the parties and shall meet the requirements for such agreements under HIPAA and its implementing regulations. Additionally, the parties acknowledge and agree that incidental access to protected health information shall not require a Business Associate Agreement.

15. **<u>Nondisclosure</u>**

(e) **"Confidential Material"** means all nonpublic information, whether disclosed by a party or its respective employees or contractors, that is designated as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101*,* California Government Code 54950, and California Public Records Act (Government Code Section 6250). Each party shall retain all rights to its Confidential Material. Each receiving party agrees to take such measures to prevent the unauthorized disclosure to third parties of Confidential Material, as it would take to prevent disclosure of its own proprietary or confidential information but in no event less than reasonable measures. To the extent practicable, information protected by this Agreement shall be marked "Confidential".

(f) Except as required by law, disclosure will be limited to such employees and agents of receiving party as necessary for proper evaluation and provision of Services under this Agreement. In the event receiving party must secure the services of a third party for proper evaluation, receiving party shall obtain an agreement from such third party at least as restrictive as this Agreement. Receiving party shall disclose such agreements to other party upon request.

(g) Confidential Material may not be used by the receiving party except as expressly permitted herein; no grant of license to use Confidential Material is given by this Agreement. Service Provider understands and recognizes that California law as to public records and transparency is applicable and Client will comply therewith.

(h) Confidential Material shall not include the following: Information obtained by receiving party that (i) is or becomes generally known or available to the public through no breach by receiving party, (ii) is lawfully known to it at the time of receipt, (iii) is subsequently furnished to it lawfully by a third party without restriction, or (iv) is furnished by the originating party to a third party without restriction.

(i)   Confidential Material is provided "AS IS" and no warranties or representations are given, and receiving party shall rely on such information at its own risk. The exchange of Confidential Material shall not obligate either party to enter into a business or other relationship.
In the event a receiving party receives a subpoena, discovery request, or other validly issued administrative or judicial process, or public records request for Confidential Material of the other party, it shall, to the extent legally permissible, immediately notify originating party in writing and, if requested by the originating party tender to the originating party, the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed, or extended, the receiving party will then be entitled to comply with the request to the extent permitted by law.

(j)   Service Provider may from time to time disclose information to the PCI Security Standards Council or a Qualified Security Assessor in order to remain in compliance with the credit card security standards. Such disclosure shall be permitted under this Section.

(k)   The parties acknowledge that unauthorized disclosure or use of Confidential Material may cause irreparable damage to the disclosing party for which monetary damages may not be adequate relief. Therefore, in addition to any other remedies it may have, the disclosing party shall be entitled to seek injunctive relief against actual or threatened unauthorized disclosure or use of Confidential Material.

(l)   Confidential Material shall be protected hereunder for a period of five (5) years following the termination of this Agreement.

16.   **Non-Solicitation of Personnel .**

Neither party shall solicit for employment, directly or indirectly, the officers, employees, subcontractors or agents ("Personnel") of the other party who have performed duties in support of this Agreement during the term hereof and until eighteen (18) months after the earlier of: (a) the termination of such Personnel's engagement; and (b) the termination of this Agreement, unless explicitly agreed to in writing by the parties. No offer or other form of solicitation of employment will be made at any time when the employment of such Personnel is prohibited by this Agreement. Nothing herein shall prevent an employee of either party from responding to an employment advertisement or announcement of general circulation made by the other party. The intention of this Section is to prohibit the active recruitment of Personnel.

17.   **Binding Agreement and Assignments**

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not transferable or assignable without the prior written consent of the other party.   Service Provider may assign this Agreement to an affiliate, or assign in whole as part of a corporate reorganization, consolidation, merger, or sale of all of its assets upon prior written notice only of such assignment without Client's consent.

18.   Waiver

No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.

19.   Subcontracting

Service Provider may subcontract for on-site services provided to Client. Such subcontracting will not release Service Provider from any of its obligations in this Agreement.

20.   Force Majeure

Neither Party shall be liable for any failure, inability or delay to perform hereunder (except the payment of money), if such failure, inability or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strike, lockout, labor disturbance, social conflict, fire, explosion, earthquake or sabotage.

21.   Notices

All notices herein provided for, or which may be given in connection with this Agreement shall be by certified mail with postage prepaid and return receipt requested or personal delivery or facsimile.

If any such notice by Client to Service Provider, it shall be addressed to:

> To: MoreDirect, Inc. d/b/a Connection
> Email: contracts.enterprise@connection.com
> ATTN: Contracts and Compliance Department

> Copy: Connection, Inc.
> 730 Milford Road
> Merrimack, NH 03054
>   ATTN: Legal Department

And if given by Service Provider to Client such notice shall be addressed to:

> Client: Arrowhead Regional Medical Center
> Attn: Hospital Director
> Address: 400 N Pepper Street, Colton, CA 92324

22.   Dispute Resolution

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who are at a higher level of management than the persons with direct responsibility for administration of this project. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after

delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In the event the parties cannot reach a satisfactory settlement under the aforementioned process, they each agree to present the dispute to non-binding mediation before a mutually agreeable neutral mediator at a mutually agreeable neutral site. If mediation is not successful, the parties may proceed to binding arbitration or litigation.

23.   Governing Law

This Agreement shall be interpreted and governed by the laws of the State of California without giving effect to choice of law provisions.

24.   Attorneys' Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party.

25.   Independent Contractor

Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

26.   Entire Agreement

This Agreement sets forth the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and replaces any prior oral or written communications. The attached Exhibits hereto are made a part of this Agreement. This Agreement shall not be supplemented, modified or amended except by a written instrument signed by duly authorized representatives of Client and Service Provider, respectively, and no other person has or shall have the authority to supplement, modify or amend this Agreement in another manner.

27.   Severability

In the event any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

28.   Headings and Interpretations

 The headings of the Sections of this Agreement are intended solely for convenience or reference, and shall be given no effect in the construction or interpretation of this Agreement. The use of the masculine pronoun herein shall, where the context so indicates, be deemed to include the feminine and the neuter and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

29. **Order of Precedence**

In the event of any conflict or inconsistency of terms among the various documents that, at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and conditions thereof: (i) this Agreement; (ii) any exhibits or Statements of Work; (iii) change authorizations and/or orders executed by the parties; and (iv) purchase orders and/or statements of work executed by the parties. Any preprinted terms and conditions in any Client purchase order shall be deleted and be void and of no effect.

30. **Counterparts**

This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each party's designated signatory. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

31. **Reserved**

IN WITNESS WHEREOF, the County of San Bernardino and MoreDirect, Inc. d/b/a Connection have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

<table>
<tr><td>

SAN BERNARDINO County on behalf of Arrowhead   Regional Medical Center

► _____

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS

DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

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

By _____
Deputy

</td><td>

MOREDIRECT, INC. D/B/A CONNECTION

By ► _____
(Authorized signature - sign in blue ink)

Name   Karen Killian
_____
(Print or type name of person signing contract)

Title   **Director, Contracts and Compliance**
_____
(Print or Type)

Dated: Jun 12, 2024
_____

Address _____
_____

</td></tr>
</table>

FOR COUNTY USE ONLY

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

Connection
ENTERPRISE SOLUTIONS
we solve IT™

«Company_Name», «Project_Name»
SOW LCS Foundation Template – MSA – Rev 101.2L
Control Number 57150

Exhibit A   Acceptance of Services Delivered - SOW #041924

Client: San Bernardino County on behalf of Arrowhead Regional Medical Center _____

Date: Click here to enter a date.

Address:

Proposal #:   041924

Contact Name: **Phone:**

Project Description/Work Performed:

Client Comments:

Your signature acknowledges that the services have been completed per SOW #041924 and approves Service Provider to Invoice for those services per the Pricing Terms and Conditions contained in SOW #041924.

ACCEPTED BY: **MoreDirect, Inc. d/b/a Connection**	ACCEPTED BY: **San Bernardino County on behalf of Arrowhead Regional Medical Center**
Name: _____ (Please Print)	**Name:** _____ (Please Print)
Title: _____ (Please Print)	**Title:** _____ (Please Print)
Signature: _____	**Signature:** _____
Date: _____	**Date:** _____

Please email or fax completed form to **Scott Denson** at **scott.denson@connection.com**

Exhibit B
Change Order Form for SOW #041924

Client: San Bernardino County on behalf of Arrowhead Regional Medical Center _**Date:** Click here to enter a date.

Address:

Proposal #: 041924   **Change Order#:**

Contact Name: **Phone:**

Change Reason:

Change Description:

Change Impact & Risk:

Change Cost (+/- Original SOW Cost): | $ |

Client signature acknowledges that the change description outlined above and any additional costs outlined will become a part of the terms of SOW #041924.

ACCEPTED BY: **MoreDirect, Inc. d/b/a Connection**	**ACCEPTED BY:** **San Bernardino County on behalf of Arrowhead Regional Medical Center**
Name: _____ (Please Print)	**Name:** _____ (Please Print)
Title: _____ (Please Print)	**Title:** _____ (Please Print)
Signature: _____	**Signature:** _____
Date: _____	**Date:** _____

Connection

Section 8.0   Attachment B – Insurance Requirements

Service Provider agrees to provide insurance set forth in accordance with the requirements herein. If Service Provider uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Service Provider 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, Service Provider 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 Service Provider and all risks to such persons under this Agreement.

    b. Commercial/General Liability Insurance – Service Provider shall carry General Liability Insurance covering all operations performed by or on behalf of Service Provider providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
        i. Premises operations and mobile equipment.
        ii. Products and completed operations.
        iii. Broad form property damage (including completed operations).
        iv. Explosion, collapse and underground hazards.
        v. Personal injury.
        vi. Contractual liability.
        vii. $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 Service Provider is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of one million dollars ($1,000,000) for bodily injury and property damage per occurrence. If Service Provider 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. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

    e. 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. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

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 Client entities and cover breach response cost as well as regulatory fines and penalties.

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Client and its officers, employees, and agents as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Client to vicarious liability but shall allow coverage for the Client to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights**. Service Provider shall require the carriers of required coverages to waive all rights of subrogation against the Client, its officers, employees, and agents. All general or auto liability insurance coverage provided shall not prohibit Service Provider and Service Provider's employees or agents from waiving the right of subrogation prior to a loss or claim. Service Provider hereby waives all rights of subrogation against the Client.

4. **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 Client.

5. **Severability of Interests**. Service Provider 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 Service Provider and the Client or between the Client and any other insured or additional insured under the policy.

6. **Proof of Coverage**. Service Provider shall furnish Certificates of Insurance to the Client 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, and Service Provider shall maintain such insurance from the time Service Provider commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, Service Provider shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements promptly upon request.

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

8. **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.

9. **Reserved**.

10. **Insurance Review.** Insurance requirements are subject to periodic review by the Client. The Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Client, inflation, or any other item reasonably related to the Client's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. If possible and commercially reasonable (in Service Provider's sole discretion) for Service Provider to add coverage or increase limits outside of its regular renewal period, then Service Provider will execute any amendment to this Agreement regarding same. Any failure, actual or alleged, on the part of the Client to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Client.

CON - ARMC - 07-09-2024 - MoreDirect Inc (ServiceNow) A-5 to 20-460

Final Audit Report   2024-06-12

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