



Contract Number

21-646 A-1

SAP Number

4400017968

Arrowhead Regional Medical Center

Department Contract Representative Telephone Number Andrew Goldfrach
(909) 580-6150

Contractor Data Innovations LLC
Contractor Representative Edwin Hammond
Telephone Number (909) 522-1635
Contract Term September 14, 2021 through
September 13, 2029

Original Contract Amount \$164,411
Amendment Amount \$74,000
Total Contract Amount \$238,411
Cost Center _____
Grant Number (if applicable) N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:

This Amendment No. 1 ("Amendment") dated May 19, 2026 is made by and between Data Innovations LLC ("Data Innovations"), and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer") and modifies the terms of the Agreement (Customer Contract No. 21-646) executed between the parties as of September 14, 2021 ("Agreement").

1. **Delete Section 12.1.1, Term**, in its entirety and replace with the following:
 12.1.1 **Term.** The term of this Agreement shall be from September 14, 2021 through September 13, 2029, unless terminated sooner as provided herein.
2. **Add a new Section 13.15, Requirements for On-Site Service Providers**, as follows:
 13.15 Attachment 1, Requirements for On-Site Service Providers, is hereby incorporated by this reference as though fully set forth herein.
3. **Add a new Statement of Work, included as Exhibit A to Quote O-00160759-216346, attached hereto and incorporated herein.**

4. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).

Contractor has disclosed to the County using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

5. Full Force and Effect. All other terms and conditions of the Agreement remain in full force and effect.

6. Capitalized Terms. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement, as applicable.

7. Counterparts. This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

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
San Bernardino County

By _____
Deputy

DATA INNOVATIONS LLC

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name Matthew Wilcox
(Print or type name of person signing contract)

Title Vice President of Finance
(Print or Type)

Dated: 5/14/2026

Address 463 Mountain View Drive
Colchester, VT 05446

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Kaleigh Ragon, Deputy County Counsel	►	► Andrew Goldfrach, ARMC Chief Executive Officer
Date _____	Date _____	Date _____

**ATTACHMENT 1
REQUIREMENTS FOR ONSITE SERVICE PROVIDERS**

A. Background Checks for Contractor Personnel

DI shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the Customer; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the Customer and not in violation of applicable law, DI shall conduct a background check, at DI's sole expense, on all its personnel providing Services. If requested by the Customer, DI shall provide the results of the background check of each individual to the Customer. Such background check shall be in the form generally used by DI in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. DI personnel who do not meet the Customer's hiring criteria, in Customer's sole discretion, shall not be assigned to work on Customer property or Services, and Customer shall have the right, at its sole option, to refuse access to any DI personnel to any Customer facility.

B. Compliance with Customer Policy

In performing the Services and while at any Customer facilities, DI personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the Customer regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the Customer; and (d) abide by all laws applicable to the Customer facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "Customer Policies"). Customer Policies, and additions or modifications thereto, may be communicated orally or in writing to DI or DI personnel or may be made available to DI or DI personnel by conspicuous posting at a Customer facility, electronic posting, or other means generally used by Customer to disseminate such information to its employees or contractors. DI shall be responsible for the promulgation and distribution of Customer Policies to DI personnel to the extent necessary and appropriate.

Customer shall have the right to require DI's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Customer in order to exercise any right of access under this Agreement.

C. Customer Representative

The Arrowhead Regional Medical Center Chief Executive Officer of his/her designee shall represent the Customer in all matters pertaining to the services to be rendered under this Agreement, including termination and assignment of this Agreement, and shall be the final authority in all matters pertaining to the Services/Scope of Work by DI. If this Agreement was initially approved by the San Bernardino Customer Board of Supervisors, then the Board of Supervisors must approve all amendments to this Agreement.

D. Damage to Customer Property

DI shall repair, or cause to be repaired, at its own cost, all damages to Customer vehicles, facilities, buildings or grounds caused by the willful or negligent acts of DI or its employees or agents. Such repairs shall be made immediately after DI becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If DI fails to make timely repairs, the Customer may make any necessary repairs. DI, as determined by the Customer, shall repay all costs incurred by the Customer for such repairs, by cash payment upon demand, or Customer may deduct such costs from any amounts due to DI from the Customer, as determined at the Customer's sole discretion.

E. Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Agreement, DI agrees that DI and DI's employees, while performing service for the Customer, on Customer property, or while using Customer equipment:

- E.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- E.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- E.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where DI or DI's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DI shall inform all employees that are performing service for the Customer on Customer property, or using Customer equipment, of the Customer's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the Customer.

The Customer may terminate for default or breach of this Agreement and any other contract DI has with the Customer, if DI or DI's employees are determined by the Customer not to be in compliance with above.

F. Employment Discrimination

During the term of the Agreement, DI shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. DI shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and Customer laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

G. Licenses, Permits and/or Certifications

DI shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, Customer, and municipal laws, ordinances, rules and regulations. DI shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. DI will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

H. Subcontracting

- H.1** DI shall obtain Customer's written consent, which Customer may withhold in its sole discretion, before entering into agreements with or otherwise engaging any subcontractors who may supply any part of the Services to Customer. At Customer's request, DI shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the Customer, resumes of proposed subcontractor personnel. DI shall remain directly responsible to Customer for its subcontractors and shall indemnify Customer for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Agreement applicable to DI Personnel.
- H.2** For any subcontractor, DI shall:
 - H.2.1** Be responsible for subcontractor compliance with the Agreement and the subcontract terms and conditions; and
 - H.2.2** Ensure that the subcontractor follows Customer's reporting formats and procedures as specified by Customer.
- H.3** Upon expiration or termination of this Agreement for any reason, Customer will have the right to enter into direct contracts with any of the Subcontractors. DI agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with Customer.

I. Indemnification and Insurance Requirements

I.1 Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

I.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers 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 County to vicarious liability but shall allow coverage for the County 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.

I.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

I.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 County.

I.5 Severability of Interests

The Contractor 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 the Contractor and the County or between the County and any other insured or additional insured under the policy.

I.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract 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 Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

I.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".

I.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.

I.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

I.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, 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 County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County 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 County.

I.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

I.11.1 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 the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County 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 County'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.

I.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

I.11.3 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 the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

I.11.4 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.

I.11.5 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 contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

I.11.6 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 County entities and cover breach response cost as well as regulatory fines and penalties.



ATTACHMENT 2 Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.

Quote Prepared For:
 Martin Santoyo
 santoyom@armc.sbcounty.gov

Sales Representative:
 Edwin Hammond
 ehammond@datainnovations.com

Bill To:
 San Bernardino County
 385 N. Arrowhead Avenue
 San Bernardino, CA 92415
 US

Ship To:
 Arrowhead Regional Medical Center
 400 North Pepper Avenue
 Colton, CA 92324
 US

All prices denominated in **USD(\$)**
 Payment Terms: **Net 30**

Product Summary	Total
Professional Services	\$74,000.00
Total:	\$74,000.00

Professional Services

Product Code	Product Name	Qty	Unit Price	Total
IM-SVC-01-04	New Implementation Services	1	\$63,000.00	\$63,000.00
Professional services are available for Instrument Manager™ implementation. Services to be defined by a mutually agreed-to and signed Statement of Work.				
IM-SVC-01-TRP	On-site Professional Services Visit	2	\$5,500.00	\$11,000.00
One (1) DI Professional Services resource will travel to the Customer location to perform the Professional Services on-site, for a project purchased in DI Quote: O-00160759 (a "Trip"). A Trip includes two (2) days of travel and up to three (3) days of work. All billable travel and living expenses are inclusive.				
Professional Services Total:				\$74,000.00

Total:	\$74,000.00
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Standard Terms & Conditions

1) About this Quote with Statement of Work

Attached is the requested quote (the "Quote"). The Quote includes all the items in which interest was indicated. The included pricing proposal is intended to provide a price guarantee for a period of ninety (90) days. Execution of this Quote and the attached Statement of Work (the "SOW"), submission of a purchase order or payment of the Fees set forth on this Quote will be deemed Customer's acceptance of the pricing, specific time frames and terms and conditions set forth herein.

2) Sales Tax

Sales tax (if applicable) will be invoiced upon acceptance of the terms of this Quote.

3) Invoice and Payment Terms

All pricing is set forth in U. S. currency. Prices are subject to change without notice. Unless otherwise set forth in a written agreement between the Parties, Data Innovations LLC will invoice for the Fees set forth in this Quote as of date of signature. Payment terms are 100% due and payable net thirty (30) days from the date of invoice unless otherwise agreed to in a separate written agreement previously entered into between the Parties. Payment terms for the implementation services are as defined in Section 10 of the SOW as detailed in the agreed-to fixed-fee payment milestones:

Upon completion of each of the following milestones:

Milestones:

Milestone 1: 25% - due upon completion of the Project Kickoff Meeting.

Milestone 2: 25% - due upon installation of Instrument Manager on Customer's production, failover, and test servers. If Customer does not fulfill its obligations to perform the installation within **six (6) months of the effective date of this SOW**, this milestone will be considered met, unless DI is notified by Customer in writing of a functionality issue prior to the end of the six (6) month period.

Milestone 3: 25% – due upon the earlier of i) completion of Mapped Record Testing for instruments tested in preparation for Go-Live event 1 or ii) twelve (12) months from the Effective Date of this SOW.

Milestone 4: 25% due upon the earlier of i) completion of Cutover and Go-Live Support as detailed in Section 2.1.3. herein or ii) eighteen (18) months from the Effective Date of this SOW.

PO & Mailing Address:

Data Innovations LLC
463 Mountain View Drive
Colchester, VT 05446

Payment Remittance Address:

Data Innovations LLC
PO Box 101978
Atlanta, GA 30392-1978
DUNS #96-490-0463
TAX ID: 51-0263969

4) Credit Card Payment Authorization

Customer authorizes Data Innovations LLC to charge its credit card the amount indicated above if less than or equal to \$25,000. Data Innovations LLC does not accept credit card payments greater than \$25,000. A receipt for the payment will be provided to Customer, and the charge will appear on Customer's credit card statement.

5) Entire Agreement

The Professional Services listed above are provided subject to the applicable terms and conditions set forth in the Professional Services Agreement, as amended, between San Bernardino County obo Arrowhead Regional Medical Center and Data Innovations LLC, with an Effective Date of September 14, 2021 (County Contract 21-646), (the "Agreement"). The Agreement and this Quote with the SOW attached as Exhibit A, represent the entire agreement between the Parties and supersedes all other representations, proposals, discussions, undertakings, communications, agreements, advertisements, and understandings, whether oral or written, between the parties and shall govern and control with respect to the subject matter herein. Any terms or conditions appearing on the face or reverse side of any purchase order, acknowledgement, or confirmation that are different from or in addition to those described herein are hereby expressly rejected and shall not be binding on the Parties, even if signed and returned, unless both Parties hereto expressly agree, in an instrument separate from and in addition to the purchase order, acknowledgement, or confirmation, to be bound by such separate or additional terms and conditions.

6) Services Cancellation or Rescheduling Policy:

If Professional Services are cancelled, Customer is responsible for any expenses utilized up to the date of cancellation including pre-arranged travel expenses. If Professional Services are rescheduled, Customer is responsible for any expenses associated with rescheduling, including transportation change fees.

7) Counterparts:

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 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. The parties mutually agree that the agreement shall only be executed by duly authorized representatives.

IN WITNESS WHEREOF, Customer and DI have executed this Quote as of the dates of signature below.

Data Innovations LLC

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

Signed by:
Matt Wilcox

 Signature
 Signer Name: Matt Wilcox
 Signing Reason: I approve this document
 Signing Time: 5/14/2026 | 9:49:02 AM EDT

 Printed Name: Matt Wilcox
 F97AE9FB829A40F2994F20E44C8E21B4

 Signature
Dawn Rowe

VP Finance

 Title
 5/14/2026

 Date

Chair, Board of Supervisors

 Title

 Date

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD
 Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy

EXHIBIT A



DATA INNOVATIONS LLC STATEMENT OF WORK

This Statement of Work (the “SOW”), effective as of the last date of signature below (the “Effective Date”) by and between Data Innovations LLC (“DI”), a Delaware limited liability company, having its principal place of business at 463 Mountain View Drive, #305, Colchester, Vermont 05446 and **San Bernardino County on behalf of Arrowhead Regional Medical Center**. (“Customer”), having its principal place of business at **400 North Pepper Avenue Colton, CA US 92324**, sets forth the terms and conditions under which DI agrees to provide Professional Services to Customer.

This SOW is subject to the terms and conditions of the DI’s current Professional Services Agreement executed between the parties on September 14, 2021, as amended (County Contract 21-646), (the “**Agreement**”), to which this SOW is a supplement. All terms and conditions in the Agreement are incorporated by reference herein and shall remain unchanged and in effect. All Professional Services will be provided under this SOW and terms and conditions of the Agreement. In the event of any conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control. All definitions not set out in this SOW shall have the meaning as set forth in the Agreement.

1. DEFINITIONS.

- 1.1. “**AV**” means “Auto-verification”, the process of using computer-based rules to verify clinical laboratory test results without manual intervention.
- 1.2. “**AV Workflow**” means a standardized set of rules written in IM based on Customer’s Standard Operating Procedure(s) (“SOPs”).
- 1.3. “**Business Hours**” means Monday to Friday 8 am – 5 pm local time to Customer location.
- 1.4. “**Communication Plan**” means a documented outline of how DI will communicate important, on-going project related information to key Customer stakeholders.
- 1.5. “**Completed Project**” means this SOW when it has been through the Project Closure process and has been closed as completed.
- 1.6. “**Discontinued Project**” means the status of this SOW if it has been discontinued and closed out due to action or non-action from Customer.
- 1.7. “**Enterprise Configuration**” means a configuration that is shared across lab locations using the same IM system.
- 1.8. “**Functional Testing**” means testing a successful roundtrip of one (1) test component order out of the LIS to the instrument, and one (1) test component result filing back into the LIS from the instrument on each instrument in scope.
- 1.9. “**Go-Live**” means the date the Instrument Manager software, and any associated Work Product delivered under this SOW if applicable, become operational in a live production environment.
- 1.10. “**Go-Live Deployment (Cutover) Plan**” means a documented list of steps needed to define the segment-related tasks that drive a successful deployment of Instrument Manager to production operations.
- 1.11. “**Go-Live Support**” means the implementation support provided by DI immediately at the production cutover event.
- 1.12. “**Holiday**” means the holidays as listed for the DI United States Headquarters on the following page of DI’s website: [About Us - Data Innovations](#).
- 1.13. “**IM**” means DI’s proprietary software application, Instrument Manager™.
- 1.14. “**Instrument Connectivity Testing**” means establishing connectivity of each instrument in scope with IM.
- 1.15. “**LIS**” means Laboratory Information System.
- 1.16. “**LIS Connectivity Testing**” means establishing connectivity between the LIS and IM.
- 1.17. “**Mapped Record Testing**” means testing every test component and every test panel from the LIS on orders and results for all instruments in scope.
- 1.18. “**Period of Performance**” means the total amount of time during which this SOW shall be performed (as defined herein).
- 1.19. “**Post Deployment Support**” means the on-going support provided by the DI Professional Services team beyond the Go-Live event.
- 1.20. “**Project Closure**” means the process DI will follow to transition this SOW from an “in-process” status to a Completed Project, which includes the handoff of the Customer environment to the DI Customer Support Team.
- 1.21. “**Project Closure Date**” means the date this SOW is closed as either a Completed Project or a Discontinued Project.
- 1.22. “**Project Closure Document**” means the form, executed by DI and Customer, to formally close this SOW and authorize the handoff to the DI Customer Support Team.
- 1.23. “**Project Closure Meeting**” means the final meeting of DI and the Customer to formally close this

SOW.

- 1.24. **“Project Initiation”** means the initial communication between a DI resource and the primary point of contact on the Customer team (“PPOC”). This interaction provides the Customer with information needed to complete the Project Readiness Checklist and allows DI to address any questions regarding project readiness.
- 1.25. **“Project Initiation Meeting”** means the date of the first meeting between DI assigned resources and the Customer to discuss the Professional Services. The objective of this meeting is to establish rapport, to align on project scope and objectives, to validate project resource assignments/availability, and to confirm key milestones and overall project timeline. This session allows the project planning to begin.
- 1.26. **“Project Kickoff”** means the gathering of all Customer and DI stakeholders, team members, and sometimes business partners, to review and align on the project objectives, scope of deliverables, timeline, Communication Plan, roles/responsibilities, and overall governance for the delivery of the project. This session allows the extended Customer team members and DI assigned resources to review and to understand the comprehensive Project Plan, including their role in its success.
- 1.27. **“Project Kickoff Meeting”** means a discovery meeting with the Customer to confirm alignment across Customer and DI’s core and extended Professional Service project team.
- 1.28. **“Project Plan”** means a specific Professional Service project plan for the Customer that includes phase-based timelines, Customer and Professional Services project resource requirements and assignments, level of effort per task, timelines, Go-Live date(s), and potential associated risks.
- 1.29. **“Project Readiness Checklist”** means the excel document provided by DI to the Customer as part of the initial sales process to confirm all necessary tasks, prerequisites and requirements necessary to initiate the scoped project have been completed. This document will be submitted to DI by the Customer upon completion.
- 1.30. **“Project Status Meeting”** means a meeting with Customer to evaluate and monitor progress, reported issues and/or challenges against key SOW milestones.
- 1.31. **“QC”** means Quality Control.
- 1.32. **“Shell Configuration”** means building configurations and connection assignments in IM for all instruments in scope.
- 1.33. **“Smoke Testing” also referred to as “Build Verification Testing or Confidence Testing”** means a software testing method used to determine if a release of IM is ready for promotion to production use.
- 1.34. **“Specimen Management”** means the database used to house patient, specimen, and test information within IM.
- 1.35. **“Specimen Management Workspace”** means the configurable screen in the IM application where patient, specimen, and test information can be viewed and acted upon.
- 1.36. **“Trip”** means an on-site visit to the Customer location provided by one (1) DI Professional Services resource. A Trip includes two (2) days of travel and up to three (3) days of work. All Billable Expenses are included in the Professional Service Fees for the Trip set forth in applicable Quote.
- 1.37. **“User Security”** means the IM module used to assign security access to features within IM.
- 1.38. **“Validation Documentation”** means the Customer created documentation that supports the Customer Validation Testing of IM to ensure that it meets the intended Customer functional and user requirements.
- 1.39. **“Validation Test Plan”** means the documented plan to identify the activities that need to be completed in order to establish compliance with the Customer requirements (verification) and to establish that the IM system will meet the Customer expectations.
- 1.40. **“Validation Testing”** means Customer’s quality assurance process of verifying that the IM application meets the Customer needs and requirements of its key stakeholders.

2. PROFESSIONAL SERVICES.

2.1. **Description of Professional Services.** DI in conjunction with the Customer will perform the following Professional Services under this SOW:

2.1.1. **Initiation and Planning - DI-provided Project Manager (“PM”)**

- **DI Responsibilities:** DI will provide an assigned DI resource responsible for the following tasks as part of the initiation and planning of the project:
 - Confirm the scope of project as described herein.
 - Development of a Project Plan and timeline with target Go-Live date(s).
 - Development of a resource plan detailing roles and responsibilities for all assigned resources for all tasks identified in the Project Plan.
 - Estimated effort and duration for project tasks.
 - Development of a Communication Plan to ensure alignment and escalation pathways for all project resources and key stakeholders.

- Testing strategy and validation planning support.
 - Prepare for full team kick off to include all project resources and key project stakeholders.
 - Collaborate with Customer to manage resources and project timeline.
 - Complete Project Status Meetings with Customer and DI resources.
 - **Customer Responsibilities:** Customer is responsible for the following as part of the initiation and planning of the project:
 - Provide the appropriate resources to give input into the initiation planning tasks led by the assigned DI resource.
 - The output from the planning tasks shall be the following as mutually agreed to between DI and the Customer:
 - A Project Plan including a timeline/schedule, a Communication Plan, a detailed resource plan, and a testing strategy.
 - A Customer-provided Validation Test Plan.
- 2.1.2. **Build and Test - Server Install and Instrument Integration:**
- **DI Responsibilities:** DI is responsible for the following to complete the build and test phases of the project, according to the agreed-upon project timeline:
 - Schedule and conduct the Project Kick-off.
 - Provide consulting support to Customer during server procurement.
 - Assist Customer resources with the installation of IM Software on applicable Customer-provided production, failover and test servers.
 - Advise Customer on how to download Drivers, install Drivers, create configurations and create connections for the instrument(s) defined below and the applicable LIS Driver:
 - Go-Live event 1:
 - One (1) Bruker MALDI
 - Two (2) Cepheid Genexpert
 - One (1) BD Max Analyzer
 - One (1) Hologic Panther
 - Two (2) BioRad Evolis
 - Two (2) ABI 7500 Fast Dx
 - Go-Live event 2:
 - Two (2) Thermo QuantStudio to replace two (2) ABI 7500 Fast Dx
 - The instruments designated for each Go-Live event will be verified during project planning. The projected allocation of instruments for Go Live events, as outlined in the Statement of Work (SOW), may be adjusted throughout the project according to evolving requirements.
 - Instruments in scope for this project will be interfaced during the Period of Performance ("PoP") as detailed in Section 8 herein. Extension of this project to interface instruments beyond the PoP shall be handled via Change Management as detailed in Section 6 herein.
 - Number of connections licensed or purchased may be more or less than the number of instruments included in the scope of the project.
 - Changes to the scope of the project may be handled via the Change Management process as detailed in Section 6 herein.
 - If purchased and applicable, register Customer for training seats.
 - Advise Customer on how to modify the instrument and LIS configurations, including necessary test code, fluid code, error code, and instrument ID mapping if applicable.
 - Collaborate with Customer to write necessary rules in IM to format orders and results correctly for instruments and the LIS for pass-through connectivity. The scope of this project does not include Professional Services to write rules for AV Workflows in IM, Professional Services to write rules or provide Specimen Management Workspace setup to manage any other non-AV Workflows in IM, or complex rules or setup to replace any

- current middleware solutions.
- Assist and advise Customer as needed with all phases of testing to include LIS Connectivity Testing, Instrument Connectivity Testing, Functional Testing, Mapped Record Testing, and Validation Testing for all instruments in scope.
- Provide application guidance and mentoring to the Customer while the Customer executes their Validation Test Plan according to the project timeline and regulatory requirements of the laboratory. Execution and sign-off of Validation Test Plans are the responsibility of the Customer.
- Provide consulting support to Customer resources as they determine requirements for and execute on end user training and maintenance strategy for long-term support of the IM application.
- **Customer Responsibilities:** Customer is responsible for the following to complete the build and test phases of the project, according to the agreed-upon project timeline. Using guidelines and assistance provided by DI, Customer will:
 - Provide all necessary server and network infrastructure required for IM to function as designed for instrument integration with the LIS.
 - Customer is assumed to have purchased net new IM licenses for both production and test to be used with new Customer-provided servers.
 - Production and failover servers use the same IM license number.
 - At least one (1) server meeting the server specifications provided by DI must be available for IM install to begin the project. Delays in server procurement may delay the start of the project.
 - Customer may have both High Availability (“HA”) and Disaster Recovery (“DR”) failover servers configured as a part of this project as licensed and desired to meet Customer’s end-state redundancy configuration.
 - Customer must ensure the IM production license has sufficient connections licensed prior to confirmed Go-Live date. Additional connections may need to be purchased if number of connections built is greater than the number of connections estimated in the pre-sale instrument inventory review.
 - Provide resources, per the Project Plan for the following activities:
 - Participation in the installation and mirror setup of the IM application.
 - Participation in and completion of the Shell Configuration activity to download Drivers, Install Drivers, create configurations, and create connections.
 - Completion of all phases of testing including LIS Connectivity Testing, Instrument Connectivity Testing, Functional Testing, Mapped Record Testing, and Validation Testing.
 - Completion of Driver configuration build in IM including all test code, fluid code, error code, and instrument ID mapping as applicable to the specific Driver and configuration.
 - Execution of the Validation Test Plan according to the project timeline and regulatory requirements of the laboratory.
 - Create all applicable Validation Documentation according to regulatory requirements and obtain approval of testing evidence by the applicable Customer resources.
 - Develop and implement an end user training and long-term application maintenance strategy for the IM application.
 - Customer resources registered for training classes should plan to complete the IM Fundamentals 2.0 course or current equivalent course prior to the start of Functional Testing, and the Foundations of Rule Writing in IM or equivalent current course prior to the start of Mapped Record Testing.
 - For Customer IM Analyst(s) without IM experience or training, DI **requires** all IM Fundamentals 2.0 or equivalent training to be completed prior to start of Functional Testing.

2.1.3. **Deploy**

- **DI Responsibilities:** DI is responsible for the following to complete the deploy phase of the project, according to the agreed-upon project timeline:



- **Cutover and Go-Live Support**
 - Prepare IM production server(s) for Go-Live.
 - A customized cutover plan will be discussed and created with Customer resource(s) at least thirty (30) days prior to confirmed Go-Live date.
 - Assist Customer as needed to move the validated instrument configuration(s) from the test server to the production server prior to each Go-Live event in scope.
 - Go-Live Support will be provided by DI for up to **two (2) Go-Live event(s)** under the following conditions:
 - Go-Live event 1: Provide **one (1)** resource for **eight (8)** hours per day for three **(3) days**, for a total of **twenty-four (24)** hours of Go-Live support. Target Go-Live date (subject to confirmation during project planning): 8/3/2026.
 - After hours Go-Live Support provided for Go-Live event 1. The exact schedule for Go-Live support shall be coordinated as mutually agreeable to Customer and DI resources.
 - Go-Live event 2: Provide **one (1)** resource for up to **four (4)** hours per day for **one (1)** day, for a total of **four (4)** hours of remote Go-Live support. Target Go-Live date (subject to confirmation during project planning): By end of first quarter 2027.
 - Go-Live support for Go-Live event 2 will be conducted during Business Hours
 - If Customer requests the Go-Live event to occur during a defined Holiday, additional charges will apply.
- **Post-Deployment Support**
 - DI will provide Post Deployment Support following each Go-Live event during Business Hours as follows:
 - Up to **four (4) week(s)** following Go-Live event 1.
 - Up to **two (2) week(s)** following Go-Live event 2.
 - At the completion of Post Deployment Support following each Go-Live event, the Professional Services that went live will be considered to be complete and the Customer will be transitioned to the DI Customer Support Team. The Customer will move to Project Closure following the completion of Post Deployment support after the final Go-Live event.
 - Post Deployment Support includes:
 - Support for the Professional Services that went live as a part of a DI-provided Go-Live event.
 - Assistance with troubleshooting non-emergent, non-time dependent issues related to the normal operation and maintenance of instrument interfaces.
 - Post Deployment Support does not include:
 - All emergency support – Customer should contact DI Customer Support according to DI's Maintenance and Support agreement in place with the Customer.
 - Off-hours support for issue resolution.
 - On-site Professional Services.
 - IT support for Customer-provided servers, other hardware, and Customer's network. Customer provides all support for network, servers, and other Customer-provided hardware as applicable.
 - Support to run Customer's laboratory instrumentation. Customer must provide resource(s) to maintain, operate, configure, and troubleshoot instruments.
 - DI will respond to issues raised within twenty-four (24) hours of receipt.

2.1.4. **Project Closure**

- Upon completion of the Customer transition to the DI Customer Support Team, a Project Closure Meeting will be scheduled and conducted by the assigned DI resource, followed by the DI Project Closure Document, which is routed to the Customer for signature via DocuSign.

2.2. On-site Visits.



- DI will deliver the quantity of Trips, as listed in the Quote under part #IM-SVC-01-TRP, to complete the Professional Services defined herein. If part #IM-SVC-01-TRP is not present on the Quote, the number of Trips is zero (0).
- Additional Trips to support the Professional Services may be purchased separately at an additional cost.
- For Professional Services delivered on-site at a Customer facility, appropriate access will be provided to the DI consultant to enable them to do their work effectively. Access typically includes the Customer laboratory, resources, instruments, and test and production IM systems.

3. WORK PRODUCTS & TIMELINE.

3.1. Work Products. DI in conjunction with the Customer will provide support for and/or deliver the Work Products listed in the following table. The actual sequence of Work Products will be determined by the joint DI and Customer project team and will be documented after Project Kickoff.

WORK PRODUCT	RESPONSIBLE PARTY	PROJECT PHASE
Project Readiness Checklist	Customer	Initiation & Planning
Project Plan	DI, Customer	Initiation & Planning
Communication Plan	DI, Customer	Initiation & Planning
Validation Test Plan	Customer	Initiation & Planning
Validation Documentation	Customer	Initiation & Planning
Project Kickoff Meeting	DI, Customer	Initiation & Planning
End User Training	Customer	Build
DI Software/Solution Installation & Mirror Setup	DI, Customer	Build
Shell Configuration	DI, Customer	Build
Completion of Functional and Mapped Record Testing	Customer	Build & Test
Completion of Validation Testing and Validation Documentation	Customer	Test
Support of Validation Testing	DI	Test
Go-Live Deployment Plan	DI, Customer	Deploy
Smoke Testing	Customer	Deploy
Support of Go-Live Deployment	DI	Deploy
Post Go-Live Deployment Support	DI	Deploy
Transition to DI Customer Support Team	DI, Customer	Project Closure
Project Closure Meeting	DI	Project Closure
Project Closure Document	DI, Customer	Project Closure

3.2. Project Timeline. Chronology has yet to be precisely determined; exact dates and times will be coordinated *as mutually agreed to by Customer and DI.*

3.3. Summary of Professional Services.

- IM installed on applicable production, failover, and test servers.
- Instruments in scope are integrated with IM and LIS as detailed in Section 2.1.2. “Build and Test - Server Install and Instrument Integration” herein.
- IM production server(s) prepared for Go-Live.
- IM failover server synced with production server.
- IM test server loaded with production configuration.
- Go-Live Support provided as detailed in Section 2.1.3. “Deploy” herein.

4. ASSUMPTIONS/CONSIDERATIONS.

4.1. Delays and Scope Consideration.

- 4.1.1. Any Professional Service not explicitly identified in this SOW is considered “out-of-scope” and assumed to be the responsibility of the Customer. Per the request of Customer, those items can be evaluated, considered and (if agreed upon) addressed through the Change Management Process set forth below.
- 4.1.2. Pricing for this SOW assumes Customer resources will be engaged to perform and complete its obligations for the completion of the SOW throughout the Period of Performance. If additional time is required to complete this SOW due to Customer delays or related issues including but not limited to completion of Customer tasks outlined herein this will be discussed between the Customer and DI. If additional time beyond the Period of Performance is requested by Customer to continue delivery of the Professional Services, the additional time will be addressed via the Change Management Process set forth below.
- 4.1.3. As applicable to the project scope, any delays in the completion of the LIS build, instrument

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delivery, instrument readiness to connect to IM, data collection necessary for IM configuration, completion of any pre-requisite tasks, network issues, or server procurement will delay the start of this project and/or result in additional effort and costs against the potential breach in Period of Performance.

- 4.1.4. Instruments are required to be available for wet testing as indicated by the Project Plan testing strategy and to be in compliance with laboratory regulations. Coordinating the testing strategy with laboratory operations is required to ensure project timelines are met. Delays in instrument availability and testing completion, beyond the agreed upon project timeline may require additional effort to be estimated and cost incurred.

4.2. Project Readiness Checklist.

4.2.1. Customer will be provided with the DI Project Readiness Checklist, which must be completed in advance of the project being initiated. Upon DI receipt of the completed Project Readiness Checklist file, the required DI team members will be assigned. A DI project team member will contact the Customer directly to initiate the project delivery.

- By returning the Project Readiness Checklist, the Customer agrees that Lab, IT and Network resources are available to start work and be fully engaged in the project.
- If the Project Readiness Checklist gets returned to DI incomplete, the Customer agrees that DI Technical and Professional Services will answer questions to assist Customer in completing the requirements. Depending on the situation, these activities may count against the Period of Performance.

4.3. Instrumentation Considerations and Availability of Instruments for Testing.

4.3.1. All instruments must be able to be taken out of the live (current production) interface environment, if applicable to the scope of the project, and available to be connected to IM during all testing phases. Pre-scheduling testing sessions in advance with lab operations around peak production times can help mitigate delays.

4.3.2. Instruments are included in scope based on information documented during scoping. Changes to instrumentation during the course of the project must be submitted to DI in writing and evaluated for changes to the scope of Professional Services and/or number of standard or DMS connections prior to beginning work on the project.

4.3.3. Any changes to instrumentation resulting in the need for DI Driver development or enhancements may delay the implementation for that instrument and/or result in additional effort and costs against the potential breach in Period of Performance.

4.3.4. All instruments in scope for this SOW are installed and have passed regulatory compliance for the laboratory (method validation, verification, and/or comparison), and have all applicable network/IT infrastructure in place to connect to IM in advance of Project Initiation.

4.3.5. Customer is responsible for resolution of any network compatibility issues for instruments included in scope during all Validation Testing activities.

4.3.6. Customer is responsible for maintaining adequate and complete documentation for any changes to be applied to instrument settings for all instruments in scope at Go-Live if changes are applicable.

4.4. Validation Testing Requirements.

4.4.1. An authorized Customer representative is responsible for all Validation Testing of the IM system prior to Go-Live. This also includes the development of Validation Test Plans for testing the IM system to include all mapping, connections, rules, and applicable workflows.

4.4.2. Changes or delays to the Validation Test Plan and timeline may cause additional effort to be estimated and cost incurred.

4.4.3. DI will assist in resolving issues identified during the Validation Testing that are related to the scope of this project, as it pertains to the DI software/solutions licensed to Customer.

4.5. Server Procurement, IM Analyst Access, and Long-Term Application Maintenance.

4.5.1. Customer is responsible for procurement and support of all necessary servers on which the IM application is installed and run.

4.5.2. Customer is responsible for IT network support and troubleshooting for all networks with IM servers and/or networks with instruments included in scope to be connected to the IM servers.

4.5.3. Customer IT/Network resources will confirm network compatibility between the network where IM servers are installed and all networks with instruments expected to connect to IM.

4.5.4. Customer IM Analyst(s) are required to have appropriate access and permissions to the server for the duration of the project. Delays in obtaining appropriate access may delay the overall project timeline, which may lead to a breach in Period of Performance.

4.5.5. Customer will be responsible for communicating any changes to their technical/server architecture or configuration that may impact or influence the performance of DI software/solutions licensed to Customer.

- 4.5.6. Customer is responsible for the long-term application and server maintenance of their IM system. The IM Maintenance strategy can be developed with DI Consultant support if needed, as part of the implementation plan.
- 4.5.7. Customer must have appropriate server and user permissions granted to enable Drivers to be downloaded from My DI Community to the server(s) where IM is installed.
- 4.6. Driver Development or Enhancement Requests.**
- 4.6.1. If Driver development is required, Customer is responsible for testing any new Driver or Requested Enhancements to existing Driver developed by DI and shall provide DI with the required evidence of testing prior to Go-Live. Once proper evidence is received, a production version of the Driver will be released to the Customer.
- 4.7. IM System.**
- 4.7.1. Customer has been given access to supporting DI technical documentation (IM Administrator Guide, IM Specifications, etc.) in support of the IM project. Customer is assumed to have completed review of this documentation in preparation for project delivery.
- 4.7.2. Customers with multiple IM systems on different IM versions must have a plan for end users to access each system from a workstation with a matching IM version installed.
- 4.7.3. Customer is responsible for ensuring patient IDs and specimen IDs arriving in IM from all upstream systems are unique. Unique patient and specimen IDs are required to prevent issues with testing and potential patient safety issues caused by mismatched patient demographics when specimen or patient IDs overlap and are used to identify different patients.
- 4.8. Add-on Projects.**
- 4.8.1. Customer is responsible for documenting all changes to the LIS configuration and any other Enterprise Configuration(s) during an add on project to be moved to the production server at each Go-Live event if changes are applicable.
- 4.8.2. Customer is responsible for retroactively testing any updated Drivers on existing live configurations if applicable prior to each Go-Live event.
- 4.9. Emergency Support.**
- 4.9.1. Upon completion of Go-Live Support for each Go-Live event in scope for the project, technical support (during non-Business Hours) for emergency issues (system-down, critical laboratory workflow affected) will be provided by DI's Customer Support Team, in accordance with the DI Maintenance and Support agreement in place with Customer.
- 4.10. AV Workflows.**
- 4.10.1. Projects that are scoped to include Professional Services to deploy an existing AV Workflow to an additional laboratory location assume the Customer's additional lab uses the same instrument, the same instrument settings, are connected to the same LIS, and are using the same DI Driver as the original lab location to be eligible to use the same AV Workflow. Customers with a different instrument, different instrument settings, are connected to a different LIS, or are using a different DI Driver must purchase additional Professional Services to configure a net new AV Workflow.
- 4.10.2. All instruments included for AV Workflows must be onsite and validated prior to beginning work on AV.
- 4.11. IM System Responsibilities**
- 4.11.1. The Customer is responsible for completing the configuration of the IM application and acting as the primary operator of the IM application.
- 4.11.2. DI Professional Services resources assigned to complete the Professional Services detailed herein shall advise the Customer on best-practices of IM configuration and testing through a guidance and mentoring approach while considering unique aspects of the Customer's needs. However, the Customer shall maintain the primary responsibility for completing the configuration, mapping, testing, and validation of the IM application.
- 5. STAFFING REQUIREMENTS.**
- 5.1.** The DI team will assign resources for the scoped project and will communicate staffing with the Customer at the Project Initiation Meeting.
- 5.2.** The Customer will be responsible for providing resources proficient in IM, Laboratory, Network / IT, and installed LIS. Customer resources are expected to perform the functions of these roles over the defined project durations identified in this document.
- The level of effort for each required role will likely be determined by Customer's security protocols, software validation SOPs, etc.
 - Some personnel may fulfill more than one role (example: A Laboratory Resource can also fulfill the IM Analyst role if qualified)



- 5.3. Customer’s Laboratory Resource(s) are required to be available as needed during testing sessions to maintain, operate, configure, and troubleshoot instruments, set up assays, and otherwise assist with testing.
- 5.4. Customer is required to have at least one (1) resource that is trained within the last four (4) years and is proficient in IM identified to be an IM Analyst for the duration of this project. For projects including the implementation of IM rules, the Customer IM Analyst must have formal training in the implementation and development of IM rules. DI may recommend additional resource(s) based on the size or complexity of the project. If the Customer does not have a resource trained within the last four (4) years, additional training must be performed, or DI will require Customer provide additional resources to supplement the gap.
- 5.5. Customer personnel assigned to work on the matters related to the Professional Services will be qualified for the tasks for which they are assigned.

Role	Responsibilities
Project Sponsor	The Project Sponsor will work with the assigned DI resource(s) to set project expectations, identify resource availability, and set timelines for the Professional Services. They serve as the escalation point for project issues from Project Initiation through Project Closure.
Project Manager	The Customer-provided Project Manager will work with the assigned DI resource(s) as detailed in Section 2.1.1 herein.
Primary Point-of-Contact	The Primary Point-of-Contact (“PPOC”) will work with the assigned DI resource to develop and manage Customer’s project timelines, set milestones, and adjust resources as necessary, act as the primary point of escalation for issues risks, and other project related escalations, and provide sufficient contact information for the individual to be reached during Customer’s Business Hours. The PPOC serves as the direct contact, and decision maker, for the project from Project Initiation through Project Closure.
IM Analyst	The IM Analyst is responsible for the IM configuration and maintenance as well as the development of new workflows in conjunction with the Validation Testing of the IM application. The IM Analyst should have access to the DI Customer portal, “My DI Community,” and be proficient in the use of IM.
IT / Network Resource	The IT / Network Resource is responsible for the Customer server build(s) and design of technical solutions to address connectivity needs and problems between the instruments, IM, and the LIS.
LIS Analyst	The LIS Analyst is responsible for the LIS interfaces, placing orders, and/or confirming results.
Interface Analyst(s)	The Interface Analyst(s) are responsible for any third-party interface engine(s) used.
Laboratory Resource	The Laboratory Resource or Subject Matter Expert (“SME”) is responsible for all phases of Validation Testing to include development of Validation Testing and review of Validation Documentation.

6. CHANGE MANAGEMENT PROCESS.

- 6.1. Customer acknowledges and agrees that this SOW is only for the performance of the Professional Services scoped herein and that DI has scoped the Professional Services in this SOW based on Customer provided information and projected Customer technical skills and time commitment required for the performance of such Professional Services. If after the Effective Date of the SOW i) DI determines that the information provided was not accurate, ii) the information changes, and/or iii) Customer is not able to provide personnel at the technical level, or time-commitment level originally contemplated in the scope of Professional Services, an adjustment to the scope of Professional Services may have to be made by DI, and such adjustment may require an increase in the Professional Services Fees. Further, if Customer requests DI perform Professional Services beyond those scoped herein, and/or necessary changes are identified, an adjustment to the scope of this SOW will have to be made by DI, and such adjustment will require an increase in the Professional Services Fee.
- 6.2. Changes are broadly defined as work activities not originally scoped in this SOW including, but not limited to:
 - Driver updates, if Driver development is required.
 - Provision of Work Products not included in this SOW.
 - A change in responsibilities including reallocation of DI project staffing.
 - Any rework of completed Professional Services or accepted Work Products.
 - Changes to Customer’s instrument inventory or instruments included in scope.
- 6.3. Prior to any changes taking effect, a Change Order will be entered into between DI and the Customer to document the revisions to this SOW and the applicable Quote, if necessary. DI shall have no obligation to begin work on any additional Professional Services prior to the Change Order being in



place. All Change Orders will be provided in writing and signed by authorized representatives of both parties.

7. **EXPIRATION OF TRAINING SEATS.** Training associated with this SOW has been sold under Quote O-00157412. Any training seats purchased by Customer and invoiced by DI must be used by Customer within ninety (90) days of Project Closure Date for this SOW. After the ninety (90) day period, any unused training seats shall be deemed delivered under the applicable invoice, unless otherwise agreed upon by the Parties in a Change Order to this SOW.
8. **PERIOD OF PERFORMANCE.**
 - 8.1. The Period of Performance for this SOW shall take effect as of the Project Initiation Meeting date and shall remain in effect for a term of **fifteen (15) months** or until the scope of Professional Services outlined herein have been completed, whichever occurs first. The Period of Performance may only be modified or extended by mutual agreement of the Parties through the Change Management Process outlined herein.
 - 8.2. If the Period of Performance has ended, and the performance of Professional Services set out in this SOW have not been completed due to Customer's unresponsiveness or lack of engagement, DI may close out this SOW as a Discontinued Project unless otherwise agreed to by the parties under a Change Order. If this SOW is closed as a Discontinued Project, Customer forfeits all monies already paid.
9. **NOTIFICATIONS.** Any notifications pertaining to the Change Management Process and/or Period of Performance updates, including closing this SOW as a Discontinued Project will be sent via email to the Customer PPOC.
10. **FEES, INVOICING AND PAYMENT TERMS.** As consideration for the Professional Services provided by DI to Customer under this SOW, DI shall invoice Customer, or a third-party on their behalf, for the Professional Service Fees set forth in Quote # O-00160759 for implementation services, and in Quote O-00157412 for training services (each a "Quote" and together the "Quotes") on the following basis:
 - 10.1. **Fixed Fee Basis:** Upon completion of each of the following milestones:

Milestones:

Milestone 1: 25% - due upon completion of the Project Kickoff Meeting.

Milestone 2: 25% - due upon installation of Instrument Manager on Customer's production, failover, and test servers. If Customer does not fulfill its obligations to perform the installation within **six (6) months of the effective date of this SOW**, this milestone will be considered met, unless DI is notified by Customer in writing of a functionality issue prior to the end of the six (6) month period.

Milestone 3: 25% – due upon the earlier of i) completion of Mapped Record Testing for instruments tested in preparation for Go-Live event 1 or ii) twelve (12) months from the Effective Date of this SOW.

Milestone 4: 25% due upon the earlier of i) completion of Cutover and Go-Live Support as detailed in Section 2.1.3. herein or ii) eighteen (18) months from the Effective Date of this SOW.
 - 10.2. **Change in Professional Services Fees, Invoicing and Payment Terms:** Each applicable Change Order to this SOW shall document any changes to the Professional Services Fees and related invoicing and payment terms.
 - 10.3. **Billable Expenses:** All Billable Expenses are included in the Professional Service Fees set forth in Quote and are included in the payment terms.
 - 10.4. **Payment Terms:** All invoices are due as of the Due Date.
11. **AUTHORITY.** Each person executing this SOW on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this SOW.
12. **COUNTERPARTS.** 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 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. The parties mutually agree that the agreement shall only be executed by duly authorized representatives.



IN WITNESS WHEREOF, Customer and DI have executed this SOW as of the dates of signature below.

Data Innovations LLC

San Bernardino County on behalf of Arrowhead Regional Medical Center

Signed by: Matt Wilcox
Signature
Signer Name: Matt Wilcox
Signing Reason: I approve this document
Signing Time: 5/14/2026 | 9:49:30 AM EDT
Printed Name: F97AE9FB829A40F2994F20E44C8E21B4

Signature
Dawn Rowe
Printed Name

VP Finance
Title
5/14/2026
Date

Chair, Board of Supervisors
Title
Date

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By
Deputy

The terms of this SOW shall remain valid and in effect only through the period as defined in the Quotes, after which date the terms and conditions offered herein shall expire if this SOW has not been duly executed by the parties.
The Professional Services set forth herein shall be scheduled to commence upon receipt of this SOW signed by Customer and Customer's purchase order (or a purchase order from a third-party on Customer's behalf) and in accordance with the defined Period of Performance.
Return this signed SOW to Edwin Hammond at ehammond@datainnovations.com in .pdf format as an email attachment or via mail to:
Data Innovations LLC
463 Mountain View Drive, #305
Colchester, VT 05446
Attention: Edwin Hammond

