



**Contract Number**  
21-178 A-2

**SAP Number**  
4400016647

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Philips North America LLC (formerly CapsuleTech, Inc.)
<b>Contractor Representative</b>	Jennifer Clancy
<b>Telephone Number</b>	(310) 697-6589
<b>Contract Term</b>	March 9, 2021 through March 8, 2026
<b>Original Contract Amount</b>	\$952,865
<b>Amendment Amount</b>	\$36,252
<b>Total Contract Amount</b>	\$989,117
<b>Cost Center</b>	9177204200
<b>Grant Number (if applicable)</b>	N/A

### AMENDMENT NO. #2

**WHEREAS**, CapsuleTech, Inc. ("CapsuleTech") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Licensee") entered into a Medical Device Information Platform Agreement dated effective as of March 9, 2021 ("Agreement");

**AND WHEREAS**, effective as of August 5, 2024, the Agreement was assigned from CapsuleTech to Philips North America LLC ("Philips") and Philips assumed the activities, rights and obligations of under the Agreement;

**AND WHEREAS**, San Bernardino County desires to continue to license and receive continued, uninterrupted licensing and support for the software licensed under the Agreement;

### NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

This Amendment No. 2 ("Amendment") dated June 10, 2025 is made by and between Philips North America LLC, and San Bernardino County on behalf of Arrowhead Regional Medical Center and modifies the terms to Agreement.

1. All references to "County of San Bernardino" in the Agreement are amended to read "San Bernardino County".
2. Philips represents that CapsuleTech assigned all rights, and Philips assumed all obligations under the Agreement effective as of August 5, 2024.
3. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.
4. All references to CapsuleTech, Inc. ("CapsuleTech") in the Agreement are amended to read Philips North America LLC ("Philips").
5. Add the attached Quote Q-00450048 to Schedule A, Order of the Agreement, as attached hereto and incorporated herein.
6. Add the attached Statement of Work to Schedule F, SOW, as attached hereto and incorporated herein.
7. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** Philips has disclosed to Licensee using Attachment A - 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 San Bernardino County ("County") 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 Philips's proposal to the County, or (2) 12 months before the date this Amendment is approved by the County Board of Supervisors. Philips acknowledges that under California Government Code section 84308, Philips is prohibited from making campaign contributions of more than \$500 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment. Campaign contributions include those made by any agent/person/entity on behalf of Philips or by a parent, subsidiary or otherwise related business entity of Philips.
8. **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect.
9. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement or the Amendment, as applicable.
10. **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.

**SIGNATURE PAGE FOLLOWS**

SAN BERNARDINO COUNTY

► Dawn Rowe  
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 10 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

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


PHILIPS NORTH AMERICA LLC

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

By ► Carrie Jones  
Electronically signed by: Carrie Jones  
Reason: "I Approve"  
Date: Apr 30, 2025 10:37 CDT  
(Authorized signature - sign in blue ink)

Name Carrie Jones  
(Print or type name of person signing contract)

Title Contract Management CI&I  
(Print or Type)

Dated: 04/30/2025

Address 222 Jacobs Street  
Cambridge, MA 02141

FOR COUNTY USE ONLY

Approved as to Legal Form ► <u>Bonnie Uphold</u> Bonnie Uphold, Supervising Deputy, County Counsel	Reviewed for Contract Compliance ► _____ Date _____	Reviewed/Approved by Department ► <u>Andrew Goldfrach</u> Andrew Goldfrach, ARMC Chief Executive Officer Date <u>5/6/2025</u>
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## Schedule 1-A Order

### Sold to:

San Bernardino County on behalf of Arrowhead  
Regional Medical Ctr  
400 N Pepper Ave  
Colton, CA 92324-1819

### Presented By

Jenny Clancy  
Philips Healthcare a division of Philips North  
America LLC  
414 Union Street  
Nashville, Tennessee 37219  
**Email:** jennifer.clancy@philips.com

**Quote #:** Q-00450048

**Customer #:** 94025881

**Quote Date:** 04/29/25

**Valid Until:** 07/31/25

## SF Opportunity # CDS: S-46512 Arrowhead SOW for Surveillance for Rover

Thank you for investing your trust in Philips; we know that there were many options out there for you to choose from. As the industry leader in Healthcare, we also pride ourselves on providing great Customer Service.

I am pleased to submit the attached proposal for your consideration.

I trust this meets your expectation, however, should you have any queries or require further information or clarification, please do not hesitate to contact me.

To ensure a smooth purchasing experience here are a few helpful tips to keep in mind when submitting your purchase order.

**The products and services listed on this Quote, and the products and services listed on any purchase order submitted by the customer in response to this quote, are governed by the terms and conditions of the Medical Device Information Platform Agreement (or predecessor DataCaptor agreement) executed by CapsuleTech, Inc. and the customer, and as may have been amended by the parties. For the avoidance of doubt, any other terms and conditions contained or referenced in the customer's purchase order do not apply. All products and services listed on this Quote must be delivered within 15 months of Order. Products included in this quotation will be delivered as soon as possible with standard lead times unless a different delivery date is identified on the PO or via email to your Philips Capsule sales executive.**

**The invoicing terms for Professional services is Monthly as delivered. Travel & Expenses are invoiced as incurred. These terms detailed in this Cover Letter Summary supersede the terms for corresponding products in the Local Sales Terms and Conditions page of this quotation.**

- Please specify any specific delivery date requirements or shipping/delivery needs
- Ensure your purchase order references the Philips quote number
- Purchase orders must be signed digitally or physically
- or
- Complete the information on the quote Signature Page

Thank you again for considering Philips.





Regards,

Jenny Clancy

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).



## 1. Financial Overview

Line	Article No.	Description	Qty	Unit Net Price	Net Price
1	779007	CI&I Consulting and Training	1	\$ 4,000.00	\$ 4,000.00
2	779007	CI&I Consulting and Training	1	\$ 32,252.00	\$ 32,252.00

**Total Section Price:** **\$ 36,252.00**

**Total Net Price**

**Total Net Price**  
**\$ 36,252.00**

## 2. Quote Summary

Line	Article No.	Description	Qty	Unit Net Price	Net Price
<b>1</b>	<b>779007</b>	<b>CI&amp;I Consulting and Training</b>			
1.1	FCA0494	Travel and expense	40	\$ 100.00	\$ 4,000.00
				\$ 4,000.00	\$ 4,000.00
<b>2</b>	<b>779007</b>	<b>CI&amp;I Consulting and Training</b>			
2.1	FCA0492	Consulting Hour(s)-Project Mgr	50	\$ 262.00	\$ 13,100.00
2.2	FCA0493	Consulting Hour(s)-Tech Consul	84	\$ 228.00	\$ 19,152.00
				\$ 32,252.00	\$ 32,252.00
<b>Total Section Price:</b>					<b>\$ 36,252.00</b>
<b>Total Net Price</b>					<b>\$ 36,252.00</b>

## 3. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	779007 CI&I Consulting and Training	Capsule Net 45 - US	MDIP000045	0/0/100
2	779007 CI&I Consulting and Training	Capsule Net 45 - US	MDIP000045	0/0/100

Payment Terms US: Net 45 Days

INCO Terms: Carriage and Insurance Paid To Destination

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Invoice Schedule table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order  
Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse.  
Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

If the quote includes a Unit Net Price, the Net Price listed on the quote is the binding price. The Unit Net Price may have a minimal pricing discrepancy when the quantity purchased is greater than 1.

All amounts in this quote are in USD

Additional Terms US:

The products and services listed on this Quote, and the products and services listed on any purchase order submitted by the customer in response to this quote, are governed by the terms and conditions of the Medical Device Information Platform Agreement (or predecessor DataCaptor agreement) executed by CapsuleTech, Inc. and the customer, and as may have been amended by the parties. For the avoidance of doubt, any other terms and conditions contained or referenced in the customer's purchase order do not apply. All products and services listed on this Quote must be delivered within 15 months of Order.





## 4. Signature Page

### Invoice to:

San Bernardino County on behalf of Arrowhead Regional  
Medical Ctr  
400 N Pepper Ave  
Colton, CA 92324-1819

Total Net Price	
Total Net Price	\$ 36,252.00

## Acceptance by Parties

Each Quotation solution is issued pursuant to and will reference a specific Contract Name/Contract Number ("Contract") representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Philips Standard Terms and Conditions for Value Added Services (VAS) and Connected Care Warranty is located at <https://www.usa.philips.com/healthcare/support/terms-and-conditions>. Any PO for the items herein will be accepted subject to the terms of that Contract. If no Contract is shown, Philips Terms and Conditions of Sale including applicable product warranty or Philips Terms of Service ("Philips Terms") located in the Philips Standard Terms and Conditions of the quotation shall solely apply to the quoted solution. **Issuance by customer of a non-contingent signed purchase order(s) referencing the quote and master agreement (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation.** Each equipment system and/or service listed on purchase order/orders represents a separate and distinct financial transaction.

We understand and agree that each transaction is to be individually billed and paid. This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips. This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable \_\_\_\_\_ Tax Exempt \_\_\_\_\_  
If Exempt, please indicate the Exemption Certification Number: \_\_\_\_\_, and  
attach a copy of the certificate.
2. Requested equipment delivery date \_\_\_\_\_
3. If you do not issue formal purchase orders indicate by initialing here: \_\_\_\_\_
4. For Recurring Maintenance Service & Support Agreements with New Equipment Purchases: Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order for the service agreement until 90 days prior to standard warranty expiration. Our facility agrees to submit the service agreement purchase order at such time.  
Initialed: \_\_\_\_\_

### CUSTOMER SIGNATURE


by its authorized representative

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

  
Dawn Rowe  
Chair, Board of Supervisors  
JUN 10 2025





Medical Device  
Integration



Patient  
Monitoring



Clinical  
Surveillance

## Schedule 1-F

### San Bernardino County on Behalf of Arrowhead Regional Medical Center (ARMC) Capsule Surveillance Upgrade

STATEMENT OF WORK

**22 – January – 2025**

Sales Manager: Jenny Clancy

Surveillance Acct. Mgr. Matthew Perry

Prepared by: David Fishbough

Version: 2.0 – PS Approved

Quote #: Q-00450048

**MAKING THE COMPLEX SIMPLE,  
AND THE SIMPLE INSIGHTFUL**

## CAPSULE SURVEILLANCE – STATEMENT OF WORK

This Statement of Work ("SOW") is between **San Bernardino County on behalf of Arrowhead Regional Medical Center(ARMC)** ("Licensee" Or "Customer") and CapsuleTech, Inc. ("**Capsule**"), and is effective as of the effective date of the Capsule Medical Device Information Platform Agreement ("Agreement"). This SOW is governed by the terms and conditions of the Capsule Medical Device Information Platform Agreement ("Agreement") and incorporated by reference therein.

This document defines the problem statement, engagement's objectives, scope, assumptions, and service offering based upon information gathered throughout the sales cycle and post-sales interviews. Modifications to information contained in this document occurring after approval will be considered a change in scope and managed through Capsule's Change Control process.

**CUSTOMER PROBLEM STATEMENT:** *(Describe the problem that the install of Capsule Surveillance solves; include the business drivers)*

Customer has need to migrate CC&C from current SpectraLink to Epic Rover as well as upgrade their version of Surveillance (current version 3.2) and add an additional ventilation device to the system, the NKV-330. Would also like to add waveforms from each ventilator.

**CUSTOMER EXPECTATION:** *(Describe expectations that will indicate success at the end of the project)*

Customer expects Phillips Capsule to assist with this effort and to have their currently defined notifications going to SpectraLink moved to Epic Rover as well as be upgraded to the latest version of Surveillance with the additional vent, NKV-330, added to the system as well as waveforms from each vent noted below.

### A. STAKEHOLDERS:

**TABLE 1: STAKEHOLDERS, CLINICAL SPONSOR, PROJECT TEAM**

ROLE	NAME	TITLE	EMAIL	PHONE
Executive Sponsor	Masaaki Takeda	IT	<a href="mailto:takedam@armc.sbcounty.gov">takedam@armc.sbcounty.gov</a>	
Project Manager	TBD			
System Administrator	Ricardo Duran Nidal Rafeedie	IT Resp	<a href="mailto:duanR@armc.sbcounty.gov">duanR@armc.sbcounty.gov</a> <a href="mailto:RafeedieN@armc.sbcounty.gov">RafeedieN@armc.sbcounty.gov</a>	
Clinical Engineering Lead	TBD			
Clinical Champion	TBD			

### B. PROJECT SCOPE:

TABLE 2: SITES, LOCATION &amp; TIMING SCOPE

#	SITE NAME	LOCATION (CITY, STATE)	# BEDS	USE CASE (ALARM MANAGEMENT, TELEMETRY, ETC.)	GO-LIVE DATE
1	San Bernardino County on behalf of Arrowhead Regional Medical Center	Colton, CA	366	Capsule Surveillance	TBD

TABLE 3: MEDICAL DEVICES

FACILITY	ROOM LOCATION	QTY	TYPE (MONITOR, VENT, ETC.)	MANUFACTURER	MODEL	CONNECTIVITY (GATEWAY, NEURON, ETC.)	MDIP WORK
Upgrade Existing Capsule Surveillance Solution							None
Arrowhead Regional Medical Center	ICUs, PACU	4	Ventilator	Nihon Kohden	330	Neuron	MDIP Upgrade
Arrowhead Regional Medical Center	ICUs, NICU	20	Ventilator	Drager	VN550	Neuron	Add waveforms
Arrowhead Regional Medical Center	ICUs, PACU	20	Ventilator	Drager	V500	Neuron	Add waveforms

TABLE 4: WAVEFORMS

DEVICE	WAVEFORMS (LIST DESIRED WAVEFORMS)
NKV-330 (new device for surveillance)	Per Clinical Design Session
Drager V500 (existing device, waveforms new)	Per Clinical Design Session
Drager VN500 (existing device, waveforms new)	Per Clinical Design Session

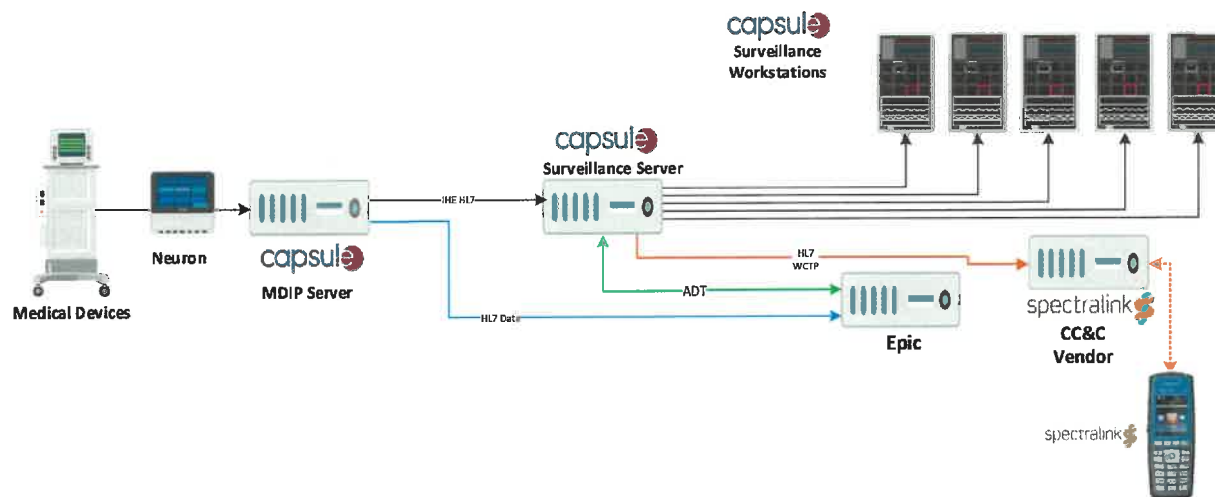
TABLE 5: SURVEILLANCE FEATURES

FEATURE	DETAIL
Patient Context (vendor providing ADT)	EPIC
Alarm Type	<input checked="" type="checkbox"/> Device <input type="checkbox"/> Simple <input type="checkbox"/> Complex
Staff Assignments	Epic
CC&C Destination	Epic Rover
VoiP/Pagers Destination	N/A
Traditional Alarm Management	N/A

TABLE 6: SURVEILLANCE DELIVERABLE OVERVIEW (one row per use case + solution + end user combination)							
USE CASE	SOLUTION	WHO (NURSE, TELETECH, ETC.)	WHAT (VITALS, ALARMS, ETC.)	DEVICE (VENT, MONITOR, ETC.)	WHERE (FLOOR, BUNKER, ETC.)	UNIT (ED, ICU, MED SURG, ETC.)	Comment
Alarm Management	CC&C	Respiratory Therapists	Alarms	Ventilators (NKV-330, V500, VN500)	Nurse Unit 'Floor'	CV/Neuro ICU Surgical ICU Medical ICU Burn ICU	Output from SpectraLink to Rover
General Care	Workstation	Respiratory Therapists	Vitals, alarms, waveforms	Ventilators (NKV-330, V500, VN500)	Nurse Unit 'Floor'	CV/Neuro ICU – 16 beds and 1 workstation, Surgical ICU – 16 beds and 1 workstation, Medical ICU – 16 beds and 1 workstation, Burn ICU – 14 beds and 1 workstation,	Workstation upgrades
Choose an item.	Choose an item.						

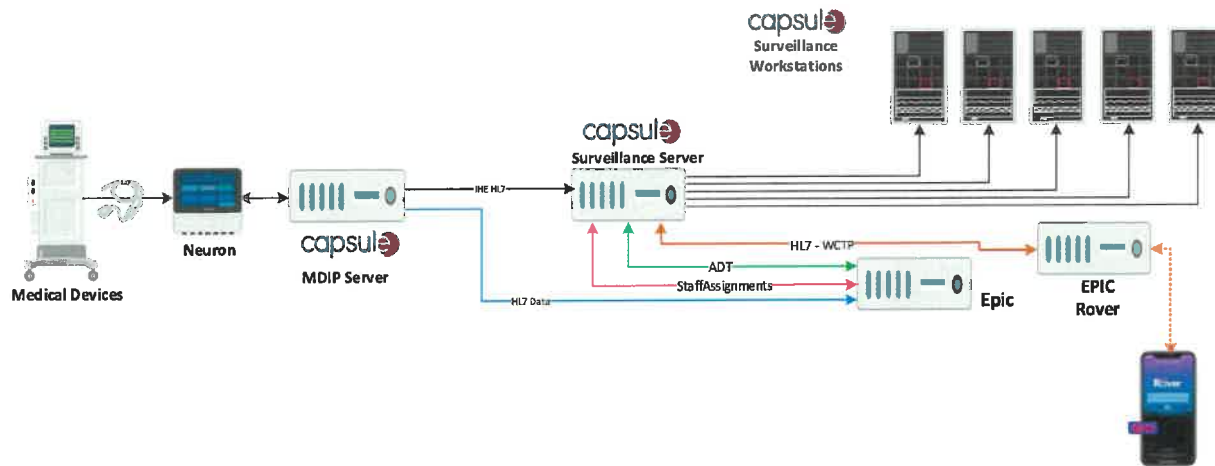
## C. SOLUTION ARCHITECTURE DIAGRAMS:

### a. Current State: Capsule Surveillance to SpectraLink





**b. Proposed Solution State: Upgrading Capsule Surveillance and sending patient data to EPIC Rover.**



**D. CAPSULE APPROACH, RESOURCES & DELIVERABLES:**

**a. Capsule Approach and Recommended Methodology:**

Professional Services will support the project for up to four weeks after Go-Live, at which time the engagement will be transitioned to our support team. Go-Live is the day the Capsule surveillance system is activated and sending data to the production receiving system or endpoint.

PHASE 1: INITIATION	PHASE 2: PLANNING	PHASE 3: IMPLEMENTATION	PHASE 4: GO LIVE
<ul style="list-style-type: none"> <li>Introduce project team               <ul style="list-style-type: none"> <li>Clinical Champion</li> <li>System Administrator</li> <li>Alarm Representative</li> </ul> </li> <li>Confirm scope / expectations</li> <li>Review high level design requirements</li> <li>Review clinical workflow</li> <li>Gather technical requirements</li> <li>Document architecture</li> <li>Verify device types, quantities, and locations</li> </ul>	<ul style="list-style-type: none"> <li>Conduct project kickoff</li> <li>Finalize project plan</li> <li>Build and install server(s)</li> <li>Perform initial testing               <ul style="list-style-type: none"> <li>ADT</li> <li>Device data</li> <li>LDAP</li> <li>Staff assignments</li> </ul> </li> <li>Refine clinical design</li> <li>Conduct technical feasibility of design</li> <li>Obtain clinical signoff on design</li> </ul>	<ul style="list-style-type: none"> <li>Configure and validate design</li> <li>Perform final testing               <ul style="list-style-type: none"> <li>Designed parameters</li> <li>Bed locations</li> <li>Outbound data feeds</li> </ul> </li> <li>Review build and obtain clinical acceptance</li> <li>Deliver clinical train-the-trainer</li> <li>Customer trains end users</li> </ul>	<ul style="list-style-type: none"> <li>Soft go-live for limited users</li> <li>Decide go/no-go</li> <li>Perform production cutover</li> <li>Go-live</li> <li>Transfer to Support</li> <li>Approve project closure</li> </ul>

**b. Capsule Resources:**

- Project Manager** – A Capsule project manager will be assigned to coordinate and schedule resources and activities, working in partnership with the hospital project manager. Primary responsibilities and activities include:
  - Serve as the primary Capsule point of contact
  - Coordinate and schedule Capsule resources

- Conduct planning calls to define project scope, environment, resources, risks, and readiness
  - Prepare and lead kickoff
  - Review a project plan with tasks, responsibilities, deadlines, and deliverables
  - Support communication plan through regular status calls and reports
  - Offer recommendations on best practices and facilitate issue resolution
  - Monitor and control project scope, schedule, and budget
  - Manage risk and change through identification, evaluation, response, and monitoring
  - Obtain end-user acceptance for the deployed solution
- **Technical Consultant & Clinical Consultant** – Capsule will provide Consultant(s) and documentation on the solution. Consultants will provide expertise and support for hospital personnel responsible for maintaining the Capsule system. Primary responsibilities and activities include:
    - Provide server and interface specifications to ensure environment meets project requirements
    - Lead technical design sessions to finalize architecture, data flow and interfaces
    - Lead clinical design sessions on workflow, solution benefits and capabilities
    - Install and assist with configuration of Capsule software
    - Provide technical & clinical support, consulting & recommendations
    - Support inbound and outbound testing efforts
    - Engage clinical leadership to promote end user adoption and achieve high utilization
    - Provide clinical training to super users to enable end-user training
    - Support pre-live, go-live, and post-live events
- **Data Scientist** – A Capsule data scientist will provide analysis, including data collection, environmental analysis, reporting and executive presentation of findings. Responsibilities include:
    - Review clinical design outcomes to suggest improvements on current and future state workflow
    - Assist in the quantification and analysis of data to identify trends
    - Assist in the development and evaluation of smart rule candidates
    - Deliver Capsule findings to appropriate team members
    - Provide guidance on Capsule applications, features, and deployment

### **c. Capsule Engagement Deliverables**

- Project activities will result in specific deliverables, such as system requirements, product datasheets, system diagram, project charter, roles/responsibilities, project plan and analysis which will be provided to the Customer. As part of an ongoing communication plan, regular status calls and reports will provide accomplishments, cost and schedule variance analysis, risk, issues, change, and upcoming tasks.

## **E. CUSTOMER RESOURCES**

- Primary hospital staff resources required for this engagement:

- **Project Manager:** Serve as a primary point of contact, provide committed Customer and 3<sup>rd</sup> party resources, control scope, schedule, budget, and risk and provide project acceptance
- **System Administrator:** Serve as a technical contact, troubleshoot the Capsule system before and after go-live, perform back-ups, support testing sessions, and attend team meetings
- **Biomedical or Clinical Engineer:** Provide access and documentation for medical equipment, support testing sessions, and facilitate 3<sup>rd</sup> party vendor communications
- **Clinical Champion:** Serve as a primary clinical contact, provide leadership, facilitate design and workflow discussions, identify super-users, provide subject matter expert support, and resolve conflicts as well as champion solution adoption
- **Alarm Committee Representative:** Provide guidance on identification and benefits of smart rules, facilitate use of surveillance tools and assessments, act as a liaison between the healthcare organization and Capsule
- Supporting hospital staff resources that may be required:
  - Network / IT / Server: Provide and configure server, network, and infrastructure in accordance with Capsule requirements
  - MSSQL DBA: Provide SQL infrastructure and access, facilitate installation and support deployment
  - Informatics Analyst: Support clinical initiatives, facilitate data collection, support assessments, quantify observations, assist with rule development, support testing and validation
  - Clinical Analyst: Provide guidance on flowsheet configuration and receiving system requirements
  - Subject Matter Experts: Provide guidance and documentation as needed
  - Third party Vendors: Provide guidance and documentation as needed

## F. CUSTOMER RESPONSIBILITIES

- Provide infrastructure to meet Capsule's requirements and comply with agreed upon architecture, required by the solution but not expressly defined in the Capsule agreement:
  - Server count
  - Operating system
  - Third-party software
  - Mounts installed
  - Network cables/jacks and power cables installed
  - Workstations
- Manage 3<sup>rd</sup> parties to provide support in an efficient and timely manner:
  - Receiving Systems
  - Device Manufacturers
  - ADT provider
  - Staff assignment vendor
  - CC&C, Alarm Management
- Ensure availability of appropriate interface type based on the solution deployed



- Validated (non-critical care) or non-validated (critical care) data flow
  - Staff assignments
  - WCTP
  - ADT
- Provide full security access via VPN (site-to-site or client-based) for remote configuration, testing, support, go-live and analysis
- Provide access to all locations required for system installation, configuration, and training
- Provide written authorization to Capsule to ship specific equipment to a specific location
- Manage standard Location Codes across all systems and facilities or provide translations
- Define, document, and execute clinical and integration test plans and workflow scenario scripts specific to the organization and unit where the solution is deployed

## **G. PROJECT ASSUMPTIONS AND LIMITATIONS**

- All devices and data sources are connected and sending data 60 days prior to Go-Live
- Receiving systems will be built according to data parameters configured in Capsule solution
- Requirements for all in scope solutions will be promptly provided to Capsule
- HL7 messages will meet the requirements outlined in the Capsule HL7 Interface Specification and TCP/IP is the standard communication protocol
- End-point system will accept Capsule standard WCTP message format
- Any vendor integration not noted in this document will require additional validation
- Capsule professional services will be provided remotely except where described in the Professional Services Offering
- Customer will own responsibility for Capsule hardware assembly and deployment, except where described in the Professional Services Offering
- Using a Train-the-Trainer approach, select hospital personnel will be trained and then train >80% of end-users in each area implementing the solution and workflow before go-live
- Customer will perform any site assessments necessary to identify hardware, mounting and infrastructure needs, based on the requirements provided by Capsule
- Customer's medical device model and firmware are supported by Capsule's current solution
- Clinical design is based on current publications and industry practice guidelines (AARC, AAMI, ACLS, etc.) in conjunction with hospital practice, policy, and procedure, as well as understanding of the patient population

## **H. CHANGE CONTROL PROCESS**

Change is a normal part of any project and unplanned changes will undoubtedly occur. Any deviations that impact the scope, schedule or cost agreed upon in this Statement of Work will be subject to the following Change Order procedure:

- A Change Order request will be submitted in writing to Capsule
- The involved personnel will review and discuss the proposed change and decide whether to include the change in the scope of the project
- If the change requires additional cost, Capsule will estimate the incremental cost and provide a quote
- The Change Order will be reviewed, and approval obtained by receipt of a PO for the additional services, hardware or licenses being requested.

This engagement is a time and materials project. The hours estimated in the quote are the best approximation for services required to prepare the deliverables. Actual hours delivered will not exceed the estimated hours without completion of this change control process.

- If the change impacts the go-live date, the Customer is responsible for the communication to all project stakeholders

## I. PROFESSIONAL SERVICES OFFERING:

This Professional Services offering is based on Capsule's extensive experience in implementing medical device information platform using proven methodologies and a long track record of ensuring successful connectivity solution design and surveillance deployment. Our methodology is robust and responsive to individual project requirements and provides repeatability and a consistently high-quality Customer experience. The ensuing Professional Service engagement is for a set scope, cost, and duration. Proposed changes will result in execution of the Change Control Process described above.

- The Professional Services estimate for this engagement is **\$32,252.00** and will be invoiced monthly as incurred.
- The Travel and Expense estimate for this engagement is **\$4,000.00** and will be invoiced monthly as incurred.
- The estimated duration of this project and corresponding Professional Service engagement is **8 months**.
- Additional hours may be purchased at a per hour rate of \$228 for Technical Consulting or Clinical Lead and \$262 for Project Management.
- Mutually agreed upon changes in scope, duration, requirements, or design will result in a reassessment of the Professional Service offering.

Service Product	Deliverables	Capsule		Rate	Onsite or Remote	Total
Project Management	Start, Track & Close Project	50	Hours	\$262	Remote	\$13,100
Clinical Consulting	Clinical Requirements, Design and Clinical Status Calls	16	Hours	\$228	Remote	\$3,648
System Implementation	Install and configure server environment(s)	28	Hours	\$228	Remote	\$6,384
Integration Testing & Consulting Support	Testing/config support/technical support, consulting & recommendations	20	Hours	\$228	Remote	\$4,560
Clinical Training	Clinical End User training & Clinical Meetings	12	Hours	\$228	Remote	\$2,736
Go-Live Support	Technical & Clinical Support	8	Hours	\$228	Onsite/Remote	\$1,824
<b>Total</b>		<b>134</b>				<b>\$32,252</b>
Travel	Estimated travel & Expenses					<b>\$4,000</b>

Our updated T&M estimate for this project is as follows. Add NK vent, convert system to send alerts to Rover, upgrade system, deploy workstations, include waveforms.

This SOW expires 6 months after the creation date on the cover page.

#### J. SIGNATURES:

##### Customer

Signature:



Full Name:

**Dawn Rowe**

Title:

**Chair, Board of Supervisors**

Date:

**JUN 10 2025**

##### Capsule

Signature:



Electronically signed by: Thad  
Danielson  
Reason: "I Approve"  
Date: Mar 26, 2025 10:48 PDT

Full Name:

**Thad Danielson**

Title:

**Director, Professional Services**

Date:

**Mar 26, 2025**



## **ATTACHMENT A**

### **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-subsidary 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.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Philips, North America, LLC

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: \_\_\_\_\_

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

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

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	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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

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

Amount(s): \_\_\_\_\_

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 understands that the individuals and entities 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 while award of this Contract is being considered and for 12 months after a final decision by the County.