

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



Contract Number

21-915 A-3

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Vizient, Inc.</u>
Contractor Representative	<u>Lara Ewoniuk</u>
Telephone Number	<u>(760) 978-7609</u>
Contract Term	<u>January 1, 2022 through December 31, 2026</u>
Original Contract Amount	<u>NTE \$1,029,265</u>
Amendment Amount	<u>NTE \$420,494</u>
Total Contract Amount	<u>NTE \$1,449,759</u>
Cost Center	<u>9184004200</u>
Grant Number (if applicable)	<u></u>

AMENDMENT NO. 3

WHEREAS, San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") and Vizient, Inc. ("Vizient") entered into a Master Services Agreement ("Agreement"), fully executed on December 7, 2021; and

WHEREAS, under the Agreement, Vizient will issue a Statement of Work or order form containing relevant terms and provisions, which are fully incorporated into the Agreement as an attachment to the Agreement, and made a part thereof.

WHEREAS, the County and Vizient desire to enter into a Statement of Work for the provision of eCommerce exchange services, transaction management services, Vizient catalog services, and attach said the Statements of Work for such services to the Agreement to make it a part of the Agreement pursuant to Section 1 of the Agreement; and

NOW THEREFORE, effective as of September 1, 2024, the parties agree as follows:

1. The eCommerce Exchange Services Statement of Work, attached hereto, is fully incorporated into the

Agreement, as Attachment No. 3 to the Agreement, and made a part thereof.

2. The Transaction Management Services Statement of Work, attached hereto, is fully incorporated into the Agreement, as Attachment No. 4 to the Agreement, and made a part thereof.
3. The Vizient Catalog Services Statement of Work, attached hereto, is fully incorporated into the Agreement, as Attachment No. 5 to the Agreement, and made a part thereof.
4. The Interim Director of Supply Chain Statement of Work, attached hereto, is fully incorporated into the Agreement, as Attachment 6 to the Agreement, and made a part thereof.
5. All other terms and conditions of the Agreement shall remain in full force and effect.
6. Vizient has disclosed to the County using Schedule 1 - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 12 months before the date this Amendment was approved by the Board of Supervisors. Vizient acknowledges that under Government Code section 84308, Vizient is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment.

In the event of a further proposed amendment to the Agreement, Vizient will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Vizient or by a parent, subsidiary or otherwise related business entity of Vizient.

7. This Amendment No. 3 and any related Statement of Work 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 document. The parties shall be entitled to sign and transmit an electronic signature of this Amendment and any Statement of Work (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein.

[SIGNATURE PAGE FOLLOWS]

San Bernardino County on behalf of Arrowhead
Regional Medical Center

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 20 2024

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

By *Maria Monelli*
Lynna Monelli
Clerk of the Board of Supervisors
San Bernardino County
Deputy



Vizient, Inc.

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

By ► *Rand Ballard*
(Authorized signature - sign in blue ink)

Name Rand Ballard
(Print or type name of person signing contract)

Title Chief Customer Officer
(Print or Type)

Dated: 8/13/2024 | 7:09:20 PM CDT

Address 290 E John Carpenter Fwy
Irving TX 75062

FOR COUNTY USE ONLY

Approved as to Legal Form
► *[Signature]*
Charles Phan, Supervising Deputy County Counsel
Date 8/14/2024

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *[Signature]*
Andrew Goldfrach, ARMC Chief Executive Officer
Date 8/14/2024



SCHEDULE 1

Campaign Contribution Disclosure

(SB 1439)

DEFINITIONS

Actively supporting 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. All references to "Contractor" on this Schedule refer to Vizient. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Vizient, Inc.

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: N/A

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):

N/A

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

Company Name	Relationship

6. Name of agent(s) of Contractor: N/A

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

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. N/A

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: N/A

Company Name	Individual(s) Name

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9. Was a campaign contribution, of more than \$250, 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): _____

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 Amendment, 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 \$250 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.



Attachment 3

eCommerce Exchange Services Statement of Work

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

1. **Services.**

1.1 Services Description. The services to be provided by Vizient under this SOW are eCommerce Exchange Services (collectively, the "**Services**"). Vizient's eCommerce Exchange is a proprietary ecommerce platform that automates the purchase ordering process. Specifically, the ecommerce platform electronically connects Member to suppliers and enables both parties to exchange documentation needed to facilitate a purchase including, purchase orders ("**PO**"), PO acknowledgements, shipment notices, invoices, and product prices.

A. Transaction Sets. Within 21 days after the Effective Date, Member will request, in writing, the eCommerce Exchange supported Electronic Data Interchange ("**EDI**") transaction sets from the list below ("**Transaction Sets**") for integration. Service Fees (defined below) are for the Transaction Sets below. Any requests to add Transaction Sets not set forth below will result in additional service fees as mutually agreed to by the Parties in an amendment hereto.

- i. 810: Invoicing;
- ii. 832: Sales/Price Catalog;
- iii. 850: Purchase Order;
- iv. 855: Purchase Order Acknowledgement; and
- v. 856: Advanced Shipping Notice.

B. Implementation Services. New facilities require implementation and initial data upload ("**Implementation Services**") before it can access eCommerce Exchange. Implementation Services are provided on a per facility basis and may include remote training sessions.

C. Processing. Member can compare PO, vendor, and Vizient enrolled pricing for EDI transactions using Vizient's web-based order management portal. Member may process Transaction Sets through eCommerce Exchange with any vendor that: i) is connected to eCommerce Exchange directly or indirectly through the respective vendor's third-party ecommerce exchange partner, who is connected to Vizient's eCommerce Exchange; ii) is EDI integrated with Vizient for the requested Transaction Sets; and iii) consents to enable and utilize the Transaction Sets with Member through eCommerce Exchange. Vizient does not guarantee that any particular vendor or vendor transaction set will remain part of Vizient's portfolio. Vizient, in its sole discretion, determines which vendors (if any) and/or vendor transaction sets connect to Vizient's eCommerce Exchange platform.

Arrowhead Regional Medical Center – eCommerce Exchange

(MID# 723998)

- D. **EDI Software.** eCommerce Exchange requires specific software to generate and translate EDI documents and, upon request, Vizient will provide Member with a list of compatible software. Vizient does not provide software to: i) generate purchase orders within Member's materials management information system ("**MMIS**") or enterprise resource planning system ("**ERP**"); ii) translate non-EDI data into EDI format; or iii) load purchase order acknowledgements, advance shipment notifications, invoices, or any other transaction into Member's MMIS or ERP system.
- E. **Connectivity Solution.** Member will utilize an integration connectivity solution that has been successfully tested for interoperability with Vizient's eCommerce Exchange so member can send and receive EDI transactions. Vizient supports two communication solutions for integration connectivity with Vizient's eCommerce Exchange: Secure File Transfer Protocol ("**SFTP**") and Applicability Statement 2 ("**AS2**"). For SFTP, Member is solely responsible for the product it chooses to connect to Vizient's hosted SFTP server for sending and receiving EDI transactions. For AS2, a list of compatible solutions is available at <https://www.drummondgroup.com/certified-products/b2b-interoperability/>. Member acknowledges and agrees the foregoing list contains AS2 compatible products only and makes no specific recommendations. Member is solely responsible for all such decisions related to integration connectivity solutions and Vizient makes no warranties with respect to such solutions.
- F. **Exclusions.** Vizient does not provide professional services or system advice regarding configuring, managing, establishing, or optimizing Member's MMIS or ERP systems or any software needed to generate or transmit EDI documentation and Member is solely responsible for such decisions.
- G. **HIPAA Not Applicable; PHI Not Accepted.** Regardless of any provision in the Master Agreement, or this SOW, to the contrary, the Services do not involve any access, use or disclosure by Vizient of Member's "Protected Health Information" ("**PHI**") as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("**HIPAA**"). Vizient is not a "business associate" (as defined in HIPAA) of Member. Member acknowledges that Vizient does not have the ability to redact or remove PHI from any document received from Member pursuant to this SOW and, if Member transmits any PHI to Vizient in any purchase order or other document pursuant to this SOW, Member agrees that Vizient will not be liable for transmitting that PHI to any applicable vendor.

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

- A. **Transaction Set Specifications.** Member will conform electronic transactions to the specifications set forth in each Transaction Set which Vizient may modify at any time. Except as otherwise provided herein, Member will comply with all revised specifications within 60 days after receipt of such revisions. Vizient has the right to reject any transaction that does not conform to applicable specifications.
- B. **Member Data.** Provide accurate and complete data upon Vizient's reasonable request, including any and all interview requests with key Member personnel ("**Member Data**"). Should Member fail to provide accurate and/or complete Member Data, Vizient will have no obligation re-perform or correct Services.
- C. **Services Coordinator.** Designate an employee to serve as the "**Services Coordinator**" to: i) ensure compliance across Member's organization (e.g., IT, networking, supply chain, procurement, security) so Vizient can perform Services; ii) ensure Member data is accurate and complete; iii) oversee and coordinate logistics necessary to implement Services; and iv) obtain all executive level approvals needed for Vizient to perform Services.
- D. **Implementation Meeting.** Ensure Services Coordinator and other key Member personnel attend the Services implementation meeting.
- E. **Member Integration.** Vizient will provide and Member will complete an integration readiness checklist and will ensure the following resources are readily available: i) integration point of contact; ii) detailed file

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specification for the Transaction Sets; iii) connectivity test support; iv) integration test support; v) gap analysis and resolution support; vi) list of approved vendors; vii) ship-to account numbers; and viii) test sign-off. If Member changes its MMIS or ERP systems during the Term, such changes will require reimplementation for connectivity to the eCommerce platform and may result additional service fees as set forth in a separate amendment to this SOW.

- F. **Testing.** Prior to transmitting data via the Transaction Sets, Member will work with Vizient to test Member's operating system to ensure data transmissions are accurate, confidential, timely, and complete.
- G. **Inbound Transaction Monitoring.** Member will use commercially reasonable efforts to manually or electronically monitor its mailbox, and if using a value-added network at least once every half hour, including weekends and vendor-observed local, state, and national holidays, to minimize interruptions in processing those transactions that Vizient sends to Member.
- H. **Changes to Transaction Sets.** Upon Member's written consent, Vizient will utilize technology to implement mutually agreed upon Member-specific business rules which will apply to all transactions submitted via eCommerce Exchange. All business rules will be pre-approved by Member in writing before implemented and once implemented may result in automatic changes to Member's eCommerce transactions. All changes will be made in strict accordance with Member's pre-approved business rules and for Member's sole benefit. Examples of such changes include i) increasing purchase order quantity to avoid supplier imposed minimum order charges or ii) making Member approved product substitutions to enforce contract compliance. The Parties shall agree to an equitable fee to compensate Vizient for the development and implementation of such services.

1.3 Mutual Duties.

- A. **Security Requirements.** Each Party will employ commercially reasonable efforts to prevent third parties from unauthorized access to its own transmission and processing systems. The Parties are solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other Party and other persons. If either Party receives data not intended for it, the receiving Party shall immediately notify the sender to arrange for its return, retransmission, or destruction.
- B. **Conforming Transactions.** The Parties will employ commercially reasonable efforts to ensure that the information submitted for each eCommerce Exchange transaction is complete, accurate, secure, and timely. If either Party receives any unintelligible data in any transaction, that Party shall promptly notify the sending Party of the specific defect, if the sending Party is identifiable.
- C. **System Limitations.** eCommerce exchange does not integrate with virtual private network ("**VPN**") software. Thus, Vizient does not support the use of or creation of VPNs between Vizient and Member.
- D. **Exclusions.** Except as otherwise provided herein, each Party is separately responsible for all costs, charges, or fees it incurs when transmitting electronic transactions to, or receiving electronic transactions from, the other Party and Member remains financially responsible for: i) the procurement or maintenance of any required eCommerce Exchange compatible software or hardware; ii) preparing transactions for transmission and submission through eCommerce Exchange; iii) transferring transactions from eCommerce Exchange into Member's MMIS or ERP system; iv) Member servers necessary for hosting eCommerce Exchange; and v) Member will notify Vizient in writing prior to making any change to its MMIS that may impact connectivity to eCommerce Exchange.

2. Term and Termination.

- 2.1 **Term.** The term of this SOW will commence on the Effective Date and continue through **December 31, 2026** ("**Term**").

Arrowhead Regional Medical Center – eCommerce Exchange

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2.2 Termination for Convenience. This SOW may be terminated for convenience by either Party with at least 120 days’ prior written notice to the other Party. If the Master Agreement expires or is terminated, this SOW shall also terminate or expire concurrently.

2.3 Termination for Cause. The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement. Notwithstanding the foregoing, all notices to or from a Covered Facility relating to any material breach will require a simultaneous notice to the Member.

3. Service Fees, Reimbursable Expenses and Invoicing.

3.1 Service Fees. Vizient will provide the Services described herein to Member for an annual service fee as set forth in the table below (“Service Fees”). Member acknowledges and agrees Service Fees provide Services for those Covered Facilities set forth in Exhibit A, as of the Effective Date of this SOW. Any requests to add additional facilities after the Effective Date will result in additional Service Fees as mutually agreed to by the Parties in an amendment to this SOW.

	Period: 9/1/24 – 8/31/25	Period: 9/1/25 – 8/31/26	Period: 9/1/26 – 12/31/26
Annual Service Fees	\$29,170	\$29,790	\$7,607

3.2 Reimbursable Expenses. Member agrees that Services are typically performed remotely. However, should Member require on-site training or Services, any associated costs for travel, lodging, data management, or administrative costs (collectively, “Reimbursable Expenses”) are in addition to the Service Fees.

3.3 Invoicing and Payment. Commencing within 30 days of the Effective Date, Vizient will invoice annual Service Fees, in full, and on each anniversary of the Effective Date thereafter. Vizient will invoice Reimbursable Expenses, if any, as incurred, on a monthly basis. Member will pay all invoiced balances directly to Vizient within 45 days of the invoice date.

Invoices will be addressed to:

Name/Title/Dept.:	Arrowhead Regional Medical Center, Attn: Accounts Payable
Address:	400 N. Pepper Ave. Colton CA 92324
Member Contact Information	
Name/Title:	Kim Estrada
Phone:	909-777-0718
Email:	estradak@armc.sbcounty.gov

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

Purchase Order Number _____

Arrowhead Regional Medical Center – eCommerce Exchange

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- Contract Identification Number _____
- Other Information _____


3.4 Member Statement Offset Option. If adequate funds are available, Member may elect to have invoiced Service Fees and/or Reimbursable Expenses offset from Member’s available cash distributions. If Member intends to elect this option, Member will request, complete, and return the Offset Authorization Form via email to VizientSupport@vizientinc.com.

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

Vizient, Inc.

San Bernardino County on behalf of Arrowhead Regional Medical Center

Signed by:

 By: _____
 2208E4891C5845F...
 Printed Name: Simrit Sandhu
 Title: Spend Management, President
 Date: 8/5/2024 | 1:59:49 PM CDT


 By: _____
 Printed Name: Dawn Rowe
 Title: Chair, Board of Supervisors
 Date: AUG 20 2024

Please sign, scan, and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.

Arrowhead Regional Medical Center – eCommerce Exchange

(MID# 723998)

Exhibit A
Covered Facilities

Vizient MID	Name	Address	City	State	Zip
723998	Arrowhead Regional Medical Center	400 N Pepper Ave	Colton	CA	92324



Attachment 4

Transaction Management Services Statement of Work

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

1. **Services.**

1.1 **Services Description.** Vizient will provide transaction management services (collectively, the "**Services**") to those Vizient members who subscribe to Vizient's eCommerce Exchange services. The Services are designed to improve purchasing operations efficiency and accuracy by automating purchase orders for vendors not capable of Electronic Data Interchange ("**EDI**") technology and minimize price discrepancies and increase contract compliance through real time price matching for contracted items. Specifically, the Services will include:

- A. **Purchase Order Processing.** For purchase orders submitted via eCommerce Exchange for approved Virtual Electronic Data Interchange ("**VEDI**") vendors, Vizient will: i) transmit a purchase order ("**PO**") to the respective vendor via telephone, facsimile, email, EDI or any other means in Vizient's sole discretion; ii) confirm receipt, shipping status, and pricing for every line where available; and iii) update Vizient's web-based order management portal. Notwithstanding the foregoing, Vizient does not represent or guarantee a vendor will accept or confirm receipt of a PO or provide such confirmation in a timely manner.
- B. **Implementation Services.** New facilities require implementation and initial data upload ("**Implementation Services**") before accessing the Services. Implementation Services are provided on a per facility basis and may include remote training sessions.
- C. **Price Management.** All POs submitted via eCommerce Exchange for contracted items available via Vizient Catalog (Vizient's web-based catalog containing supplier contracts and corresponding contract pricing) will undergo real time three-way pricing verification (PO price, vendor price, and contract price) to ensure pricing accuracy. Vizient will inform Member of any price discrepancies and will employ reasonable efforts to identify the root cause and resolve such discrepancies. Notwithstanding the foregoing, Vizient does not guarantee it will identify price discrepancies and does not resolve price discrepancies at the purchase order or invoice transactional level.
- D. **HIPAA Not Applicable; PHI Not Accepted.** Regardless of any provision in the Master Agreement, or this SOW, to the contrary, the Services do not involve any access, use or disclosure by Vizient of Member's "Protected Health Information" ("**PHI**") as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("**HIPAA**"). Vizient is not a "business associate" (as defined in HIPAA) of Member. Member acknowledges that Vizient does not have the ability to redact or remove PHI from any document received from Member pursuant to this SOW and, if Member

Arrowhead Regional Medical Center – TMS

(MID# 723998)

transmits any PHI to Vizient in any purchase order or other document pursuant to this SOW, Member agrees that Vizient will not be liable for transmitting that PHI to any applicable vendor.

1.2 Member Duties. Vizient's ability to perform Services within the Term is based on Member's cooperation and the timely performance of the following Member duties:

- A. PO Submission.** Member is solely responsible for submitting POs via eCommerce Exchange and Vizient has no obligation to provide Services for POs not submitted via eCommerce Exchange.
- B. Member Data.** Provide accurate and complete data upon Vizient's reasonable request ("Member Data"). Should Member fail to provide accurate and complete Member Data, Vizient will have no obligation perform, re-perform, or correct Services where such Member Data was required.
- C. Services Coordinator.** Designate an employee to serve as the "Services Coordinator" to: i) ensure compliance across Member's organization (e.g., IT, networking, supply chain, procurement, security) so Vizient can perform Services; ii) ensure Member data is accurate and complete; iii) oversee and coordinate logistics necessary to implement Services; and iv) obtain all executive level approvals needed for Vizient to perform Services.
- D. Maximum Volume and Accounts.** Member acknowledges and agrees Service Fees are based on: i) a maximum annual PO volume of 59,238 ("Maximum PO Volume"); and ii) activation of up to 500 vendor accounts ("Maximum Vendor Accounts"). If Member exceeds: i) the monthly Maximum PO Volume by 25% or more during any consecutive 3-month period, or ii) Maximum Vendor Accounts, Vizient will promptly notify Member and the Parties will agree to an equitable increase in Service Fees in a separate amendment hereto.
- E. Implementation Meeting.** Ensure Services Coordinator and other key Member personnel attend the Services implementation meeting.

Reimbursable Expenses. The Parties agree Services are typically performed remotely. However, should Member require on-site training, Member agrees that Services-related expenses for travel, lodging, and other administrative costs ("Reimbursable Expenses") are in addition to the Service Fees.

2. Term and Termination.

2.1 Term. The term of this SOW will commence on the Effective Date and continue through **December 31, 2026** ("Term").

2.2 Termination for Convenience. This SOW may be terminated for convenience by either Party with at least 120 days' prior written notice to the other Party. If the Master Agreement expires or is terminated, this SOW shall also terminate or expire concurrently. Additionally, any termination of eCommerce Exchange services will automatically terminate this SOW.

2.3 Termination for Cause. The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement. Notwithstanding the foregoing, all notices to or from a Covered Facility relating to any material breach will require a simultaneous notice to the Member.

3. Service Fees and Invoicing.

3.1 Service Fees. Vizient will provide the Services described herein to Member for an annual service fee as set forth in the table below ("Service Fees"). Member acknowledges and agrees that Services apply only to Member and those Covered Facilities set forth in Exhibit A. As such, any additional Member facility seeking Services hereunder shall obtain Vizient's written approval and may result in additional Service Fees.

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	Period: 9/1/24 – 8/31/25	Period: 9/1/25 – 8/31/26	Period: 9/1/26 – 12/31/26
Annual Service Fees	\$64,135	\$65,995	\$27,165

3.2 Invoicing and Payment. Commencing on the Effective Date, Vizient will invoice annual Service Fees, in full, and on each anniversary of the Effective Date thereafter. Commencing on the Effective Date, Vizient will invoice Reimbursable Expenses, if any, as incurred, on a monthly basis. Member will pay invoiced balances directly to Vizient within 45 days of the invoice date.

Invoices will be addressed to:

Name/Title/Dept.:	Arrowhead Regional Medical Center, Attn: Accounts Payable
Address:	400 N. Pepper Ave. Colton CA 92324
Member Contact Information	
Name/Title:	Kim Estrada
Phone:	909-777-0718
Email:	estradak@armc.sbcounty.gov

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

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

3.3 Member Statement Offset Option. If adequate funds are available, Member may elect to have invoiced Service Fees and/or Reimbursable Expenses offset from Member’s available cash distributions. If Member intends to elect this option, Member will request, complete, and return the Offset Authorization Form via email to VizientSupport@vizientinc.com.

[Signatures on next page]

Arrowhead Regional Medical Center – TMS

(MID# 723998)

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

Vizient, Inc.

San Bernardino County on behalf of Arrowhead Regional Medical Center

Signed by:
By: Simrit Sandhu
2208E4891C5845F...

By: Dawn Rowe

Printed Name: Simrit Sandhu

Printed Name: Dawn Rowe

Title: Spend Management, President

Title: Chair, Board of Supervisors

Date: 8/5/2024 | 1:59:49 PM CDT

Date: AUG 20 2024

Please sign, scan, and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.

Arrowhead Regional Medical Center – TMS

(MID# 723998)

Exhibit A
Covered Facilities

Vizient MID	Name	Address	City	State	Zip
723998	Arrowhead Regional Medical Center	400 N Pepper Ave	Colton	CA	92324

Arrowhead Regional Medical Center – Vizient Catalog (One-Time Load)

(MID#723998)

**Attachment 5
Vizient Catalog Services
Statement of Work**

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

1. Services.

1.1 Services Description. Vizient will provide Vizient Catalog services (collectively, the "**Services**"). Specifically, the Services include:

- A. Catalog Loading.** During the Term, Vizient will: i) update Member's catalog containing Member-specific contracts ("**Catalog**") with up to **800** new contracts, contract attributes, and line-item pricing; ii) provide general and technical support services during business hours; and iii) verify and load distributor markup.
- B. Catalog Accuracy.** Member acknowledges and agrees Catalog accuracy is solely dependent on data provided by Member.

1.2 Member Duties. Vizient's ability to perform Services within the Term is based on Member's cooperation and the timely performance of the following Member duties:

- A. Member Data.** Member will provide all contract data to Vizient within 30 days of the Effective Date and as reasonably requested Vizient from time to time. Should Member fail to provide accurate and complete Member data, Vizient will have no obligation to re-perform or correct Services.
- B. Services Coordinator.** Member will designate an employee to: i) coordinate Services and ensure Vizient has the information needed to complete development and provide ongoing maintenance for the Catalog; ii) ensure Member data is accurate, complete, and submitted in a timely manner; and iii) obtain any internal approvals needed for Vizient to perform Services ("**Services Coordinator**").
- C. Access.** Member acknowledges and agrees that the Catalog contains Vizient's confidential information and Member will not provide access to any third party or to a facility neither owned nor managed by Member without the prior written consent of Vizient which Vizient may condition authorization on the parties' execution of a non-disclosure agreement.

2. Term and Termination.

2.1 Term. The term of this SOW will commence on the Effective Date and continue for a period of **12 months** ("**Term**").

Arrowhead Regional Medical Center – Vizient Catalog (One-Time Load)

(MID#723998)

- 2.2 **Termination for Convenience.** This SOW may be terminated for convenience by either Party with at least 120 days' prior written notice to the other Party. If the Master Agreement expires or is terminated, this SOW shall also terminate or expire concurrently.
- 2.3 **Termination for Cause.** The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement.

3. Service Fees and Invoicing.

- 3.1 **Service Fees.** Vizient will provide the Services described herein to Member for a total service fee of **\$14,250** ("**Service Fees**").
- 3.2 **Invoicing and Payment.** Vizient will invoice Service Fees in equal monthly installments commencing within 30 days of the Effective Date. Member will pay all invoiced balances directly to Vizient within 45 days of the invoice date.

Invoices will be addressed and delivered to:

Invoice Delivery – Primary Contact Information	
Name / Title	Kim Estrada
Address:	400 N. Pepper Ave. Colton CA 92324
Email Address for Email Delivery of Invoices	estradak@armc.sbcounty.gov
Name and Email Address(es) for Additional Recipient(s)	Accountspayable@armc.sbcounty.gov

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

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

Questions regarding invoice delivery and/or payment status will be directed to:

Name / Title	
Phone	
Email	

- 3.3 **Member Statement Offset Option.** If adequate funds are available, Member may elect to have invoiced Service Fees offset from Member's available cash distributions. If Member intends to elect this option, Member will request, complete, and return an Offset Authorization Form via email to VizientSupport@vizientinc.com.

[Signatures on next page]

Arrowhead Regional Medical Center – Vizient Catalog (One-Time Load)

(MID#723998)

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

Vizient, Inc.

San Bernardino County on behalf of Arrowhead Regional Medical Center

Signed by:
By: Simrit Sandhu
2208E4891C5845F

By: Dawn Rowe

Printed Name: Simrit Sandhu

Printed Name: Dawn Rowe

Title: Spend Management, President

Title: Chair, Board of Supervisors

Date: 8/5/2024 | 1:59:49 PM CDT

Date: AUG 20 2024

Please sign, scan, and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.

Arrowhead Regional Medical Center – Vizient Catalog (One-Time Load)

(MID#723998)

Exhibit A
Covered Facilities

Vizient MID	Name	Address	City	State	Zip
723998	Arrowhead Regional Medical Center	400 N Pepper Ave	Colton	CA	92324

Arrowhead Regional Medical Center – Interim Director of Supply Chain

(MID#723998)



Attachment 6
Interim Director of Supply Chain
Statement of Work

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

1. Services.

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

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

Arrowhead Regional Medical Center – Interim Director of Supply Chain

(MID#723998)

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

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

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

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

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

Arrowhead Regional Medical Center – Interim Director of Supply Chain

(MID#723998)

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

2. **Term and Termination**.

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

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

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

Invoices will be addressed to:

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

Arrowhead Regional Medical Center – Interim Director of Supply Chain

(MID#723998)

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

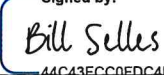
If Member requires specific information (i.e., purchase order number) to be included in each invoice, Member will select the appropriate box below and provide the required information, **at the time Member executes this SOW**, and annually (or as required) thereafter:

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

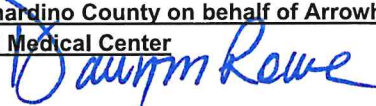
IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

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

Vizient, Inc.

Signed by:

 By: _____
44C43ECC0FDC4D5...
 Printed Name: Bill Selles
 Title: SVP, Transformation
 Date: 8/6/2024 | 2:32:39 PM CDT

San Bernardino County on behalf of Arrowhead Regional Medical Center


 By: _____
 Printed Name: Dawn Rowe
 Title: Chair, Board of Supervisors
 Date: AUG 20 2024

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