



### 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 reimplementations for connectivity to the eCommerce platform and may result in 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.

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

**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:

<b>Name/Title/Dept.:</b>	Arrowhead Regional Medical Center, Attn: Accounts Payable
<b>Address:</b>	400 N. Pepper Ave. Colton CA 92324
<b>Member Contact Information</b>	
<b>Name/Title:</b>	Kim Estrada
<b>Phone:</b>	909-777-0718
<b>Email:</b>	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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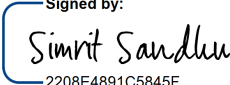
- Contract Identification Number \_\_\_\_\_
- Other Information \_\_\_\_\_

**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](mailto: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:  
  
 2208E4891C5845F...  
 By: \_\_\_\_\_  
 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: \_\_\_\_\_

***Please sign, scan, and email to [executedagreements@vizientinc.com](mailto: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.



**Arrowhead Regional Medical Center – TMS**

(MID# 723998)

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

**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:

<b>Name/Title/Dept.:</b>	Arrowhead Regional Medical Center, Attn: Accounts Payable
<b>Address:</b>	400 N. Pepper Ave. Colton CA 92324
<b>Member Contact Information</b>	
<b>Name/Title:</b>	Kim Estrada
<b>Phone:</b>	909-777-0718
<b>Email:</b>	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](mailto:VizientSupport@vizientinc.com).

[Signatures on next page]

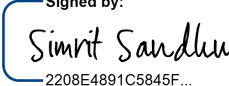
**Arrowhead Regional Medical Center – TMS**

(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: \_\_\_\_\_  
2208E4891C5845F...

By: \_\_\_\_\_

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: \_\_\_\_\_

***Please sign, scan, and email to [executedagreements@vizientinc.com](mailto: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



## 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 by 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	
<b>Name / Title</b>	Kim Estrada
<b>Address:</b>	400 N. Pepper Ave. Colton CA 92324
<b>Email Address for Email Delivery of Invoices</b>	estradak@armc.sbcounty.gov
<b>Name and Email Address(es) for Additional Recipient(s)</b>	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:

<b>Name / Title</b>	
<b>Phone</b>	
<b>Email</b>	

**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](mailto:VizientSupport@vizientinc.com).

[Signatures on next page]

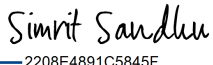
**Arrowhead Regional Medical Center – Vizient Catalog (One-Time Load)**

(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: \_\_\_\_\_  
2208E4891C5845E

By: \_\_\_\_\_

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: \_\_\_\_\_

***Please sign, scan, and email to [executedagreements@vizientinc.com](mailto: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