



Contract Number

19-842-A-2

SAP Number

4400013486

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert, Director</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Park Place International LLC dba</u> <u>Cloudwave</u>
Contractor Representative	<u>Bryan J. Blood</u>
Telephone Number	<u>(508) 251-8803</u>
Contract Term	<u>December 17, 2019 to December</u> <u>16, 2024</u>
Original Contract Amount	<u>\$1,062,822</u>
Amendment Amount	<u>\$111,675</u>
Total Contract Amount	<u>\$1,174,497</u>
Cost Center	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

This Amendment No. 2 (this "Amendment") dated May 23, 2023 is made by and between SAN BERNARDINO COUNTY on behalf of Arrowhead Regional Medical Center ("Customer") and PARK PLACE LLC DBA CLOUDWAVE ("Contractor") and modifies the terms of the agreement executed between the parties as of December 17, 2019 ("Agreement"), as follows:

1. All references to "County of San Bernardino" in the Agreement are amended to read "San Bernardino County".
2. Delete Section B.1 in its entirety, and replace with the following:
B.1 Provide OpSus Connect Router Maintenance and Service for MEDITECH and Cloudwave Support via VPN, Quote #030419-LN-1, Quote #030123-LN, and Quote #030123-LN-VPN-1, as attached hereto and incorporated herein.
3. Delete Section D. Term of Contract, in its entirety, and replace with the following:
D. TERM OF CONTRACT
This Contract is effective as of December 17, 2019 and expires December 16, 2024 but may be terminated earlier in accordance with provisions of this Contract.
4. Delete Section F.1 in its entirety, and replace with the following:
F.1 The maximum amount of payment under this Contract shall not exceed \$1,174,497 of which \$1,174,497 may be federally funded, and shall be subject to availability of other

funds to the County. The consideration to be paid to Contractor net 60, and shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

5. All other terms and conditions of the Agreement shall remain in full force and effect.
6. This Amendment No. 2 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.

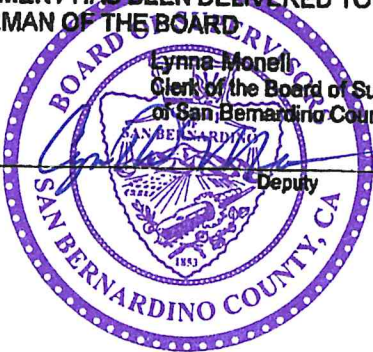
SAN BERNARDINO COUNTY

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 23 2023

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

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



PARK PLACE INTERNATIONAL LLC, dba
Cloudwave

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

By ► [Signature]
(Authorized signature - sign in blue ink)

Name Kristen Desner
(Print or type name of person signing contract)

Title Corp V.P.
(Print or Type)

Dated: 4/19/23

Address 100 Crowley Dr.
Marlborough MA 01752

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Supervising Deputy County
Counsel

Date 4-21-2023

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► [Signature]
William L. Gilbert, Director

Date

4/25/23



Prepared for San Bernardino County
On behalf of Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324

March 2, 2023
Quote #030123-LN-VPN-1
OpSus Connect Services Renewal
Contract MRL0009407

Project and Scope

- Arrowhead Regional Medical Center's OpSus Connect Services Renewal for MEDITECH

Qty	Description	Amount
1	CloudWave OpSus Connect VPN [for MEDITECH Support] 1-Year CloudWave OpSus Connect Services June 10, 2023 – June 9, 2024 <i>*Router hardware warranty coverage is managed and Maintained by Arrowhead Regional Medical Center</i>	\$2,400.00

Terms and Conditions

- Prices quoted are in US Dollars and are valid for 90 days from the date of this proposal unless modified in writing by CloudWave before your order is accepted
- Any applicable sales & use taxes are not included in the above fees and are the customer's responsibility
- Standard payment terms: Net 60 from date of invoice
- 30 days' notice required for service cancellation
- Changes to the equipment and services proposed may result in changes to this proposal and pricing

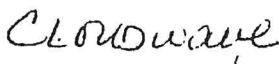
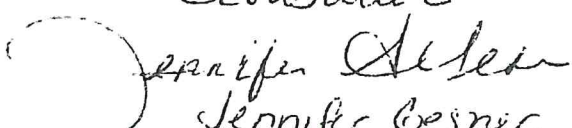
Quote # 030123-LN-VPN-1

Accepted: San Bernardino County on behalf of Arrowhead Regional Medical Center

		
CUSTOMER SIGNATURE		PO #
Dawn M. Rowe	Chair, Board of Supervisors	MAY 23 2023
Print Name	Title	Date

Prepared for San Bernardino County on Behalf of
Arrowhead Regional Medical Center
Prepared by CloudWave

March 2, 2023
Page 1 of 1



Jennifer Gosner, Corp V.P. 4/19/23



Prepared for San Bernardino County
On Behalf of Arrowhead Reg Medical Center
400 North Pepper Avenue
Colton, CA 92324

March 1, 2023
Infrastructure Support MRL0009445 Q# 030123-LN
Hardware Maintenance Quote# 656403-0
Billing Frequency: Annual


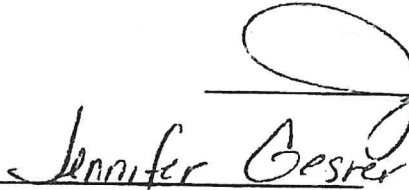
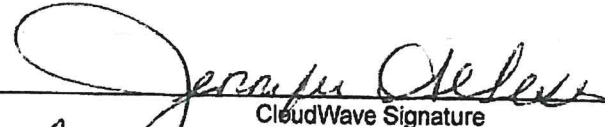
Park Place International, LLC dba CloudWave is pleased to offer San Bernardino County on behalf of Arrowhead Regional Medical Center this proposal to provide Cloud Care Infrastructure support for your MEDITECH environment. Attached to this letter, please find details of the services provided by CloudWave and the environment covered under these services. Also attached is a proposal for continued hardware maintenance coverage through Park Place Technologies, LLC.

1-Year Cloud Care Infrastructure Support Subtotal – Effective 6/1/2023 through 5/31/2024:	\$64,760.00
1-Year PPT Hardware Maintenance Subtotal – Effective 6/1/2023 through 5/31/2024:	\$44,514.08
Proposal Total	\$109,274.08

We appreciate your interest in CloudWave and look forward to a continued successful relationship.

Sincerely,

Lori Nepini
Regional Sales Team
lnepini@gocloudwave.com

		
Customer Signature		PO #
Dawn M. Rowe	Chair, Board of Supervisors	MAY 23 2023
Print Name	Title	Date
		
Print Name	CloudWave Signature	
	Cap V.P.	4/19/23
	Title	Date

*If you are tax exempt, please fax your Tax Exemption Certificate along with this signed page to:
800-829-5457



Infrastructure Support Entitlement

CloudWave offers support services for the installed infrastructure components in MEDITECH environments. The infrastructure covered is listed in the pricing section of this proposal.

Included in Infrastructure Support:

- A single point of contact for problem resolution – Our Cloud Care Center is located and staffed in San Antonio, TX
- 7x24x365 live telephone support via a dedicated Support Hotline: 855-28-OPSUS (855-286-7787)
- Incident reporting and tracking through the MyOpSus customer web portal
- Unlimited requests — use Cloud Care services as often as needed
- Staffed by Support Engineers trained and experienced with MEDITECH and partner technologies
- Enhanced escalation paths with Technology Partners, including access to specialized technical resources
- Expert support advice as needed

OpSus Cloud Care support are supplemental services provided for the installed infrastructure components in your MEDITECH and Enterprise environments. "Infrastructure" is defined as the server and storage systems that support your site managed applications and compute functions. Unless specifically stated in the support agreement it is not support of the software applications themselves that the compute infrastructure supports. Changes made to any of the supported infrastructure and configuration as it existed at the time support was initiated should be discussed with CloudWave to prevent potential support conflicts and gaps. The infrastructure covered is listed in the pricing section of this proposal.

Customer Responsibilities

Infrastructure Support augments hardware maintenance contracts, licensed application and imbedded software support agreements. Customers are expected to maintain separate contracts and agreements with appropriate suppliers for hardware break/fix support, licensed application and imbedded software support. Customers are also expected to perform regular updates and periodic systems maintenance. Such maintenance may include patches, critical releases and security updates to OS's (Windows, VMware ESX, etc.) running applications and imbedded software. Such regular maintenance updates are not performed by CloudWave but can be arranged for by engaging us for our Professional Services to do so.

Support Process

Callers should be prepared to provide the serial or model number of the equipment to assist in problem diagnosis. The Analyst creates a support ticket, noting details of the incident and/or nature of the service request. The Analyst will begin to assess and triage the reported incident. The customer may be asked to perform some simple tasks to assist in problem determination. If the incident is resolved during the initial call, the resolution is documented and the support ticket is closed.

For incidents that require further investigation and intervention, a Systems Engineer will be assigned to remotely access your network, diagnose, and resolve the issue. CloudWave will coordinate with technology partners to secure on-site resources and replacement parts when required.



Response Times and Severity Levels

Cloud Care support calls are answered 7x24x365 in our San Antonio, TX Service Desk. An Analyst will take your call immediately and begin the process of gathering information. Incidents and requests reported in MyOpSus Portal will be reviewed and assigned upon receipt. Every Cloud Care Support incident is assigned a priority level (Critical, High, Medium, and Low). The customer determines the initial priority level when placing a request for assistance.

Priority	Guideline	Initial Contact	Resolution Time	Communication Frequency
Critical	Incidents involving production system failure (typically catastrophic), end users cannot access MEDITECH, service interruption/outage or significant system slowness causing significant loss of functionality for a large portion of the Customer's healthcare environment. (Example, VDI access is unavailable for the entire hospital).	Within 15 minutes	6 hours or Less	Every 2 hours until resolution
High	Incidents affecting customers with production system failure, service interruption or degradation, production backups failing for 48 hours, outage affecting a subset of the Customer's healthcare environment where more than 10 users are affected.	Within 1 Hour	12 hours or Less	Every 4 hours until resolution
Medium	Incidents affecting customers which are not causing a significant impact to the Customer's healthcare environment, where less than 10 users are affected and Individual production (MEDITECH) backups failed.	Within 4 hours	1 working day or Less (Business Hours)	Every 8 hours until resolution
Low	Incidents affecting single users and not causing a business interruption impact, backup failure, and information requests.	Within 4 hours	3 working days or Less (Business Hours)	Every 1 working day until resolution

** Critical incidents require client resources with administrative access to systems and change management authorization available to work with CloudWave and technology partners on an ongoing basis until resolution or priority downgrade. Without the availability of appropriate client resources, CloudWave reserves the right to downgrade the incident to a lower priority.



Support Tiers

Support Tier	Description
Tier 1 Support	All support cases begin in Tier 1, where the initial ticket is created. The issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by System Engineers. If required, the Engineer will collaborate with our vendor to resolve the issue.
Tier 3 Support	Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who will collaborate with our vendors to resolve the most complex issues.

Remote Access

The customer must agree to provide access to the network and covered components. This access is essential to the delivery of Infrastructure Support Services. At the time of the call, remote access must be available via encrypted or secure PPTP or Internet VPN connection.

Please note: Server or Device Host Name and IP Addresses should be available to the CloudWave Systems Engineer, with current credentials (username and password), and administrative access privileges.

Support Term

The initial term for Infrastructure Support is listed in the pricing section of this proposal and can be extended annually beyond the initial term.

Covered Environment

Cloud Care Infrastructure Support covers the following items in the customer environment:

- One HP c7000 BladeSystem Chassis #1
- Sixteen HP BL460c Gen8 Blade Servers [VMware ESX Servers for MEDITECH]
- HP c7000 BladeSystem Chassis #2
- Sixteen HP BL460c Gen8 Blade Servers [VMware ESX Servers for MEDITECH]
- One HP c7000 BladeSystem Chassis #3
- Sixteen HP BL460c Gen8 Blade Servers [VMware ESX Servers for MEDITECH]
- One HP c7000 BladeSystem Chassis #4
- One HP BL460c Gen8 Blade Server [vCenter Server]
- One HP BL460c Gen8 Blade Server [3PAR System Reporter Server]



- One HP BL460c Gen8 Blade Server [FileStore Archive Server]
- Three HP BL460c Gen8 Blade Servers [BridgeHead Backup Servers]
- Six HP BL460c Gen8 Blade Servers [VMware ESX Servers for Non-MEDITECH]
- One HP BL660c Gen8 Blade Server [Data Repository Server]
- One HP BL660c Gen8 Blade Server [Iatric SQL Server]
- Two HP/Brocade Fibre Channel Switches
- One 3PAR Rack & P10000 Storage Array
- One HP DL380p Gen8 Rackmount Server [Web Proxy Server]
- One HP StoreOnce 4500 VTL
- Two HP MSL4048 Tape Libraries

Virtual Machine Info	Original CloudWave Contract#
26 Virtual File = 23 File, 2 SCA, FS-SQL 60 virtual BG = 32 BG, 2 Cache, 3 PS, 6 AS, 7 Px, 2 Web, PHM-Web1, TS01, 4 RM, 2 HP	S991025
1 Virtual BG Infra = Iatric FlexButton	MRL0003435
2 Virtual File Infra = BCA-LIS, BCA-DB 2 Virtual BG Infra = BCA-Web, BCA-TIS	MRL0003015
1 Virtual BG Infra = IMO01	MRL0003227
1 Virtual BG Infra = IATBGL02	MRL0003270
2 Virtual File Infra = SELAS, SETAS	MRL0003371
1 Virtual File Infra = ISMariaDB 1 virtual BG Infra = IS Web	MRL0002916

[OEM Warranty Renewal quotes provided under separate cover]

[Quotation for continued hardware maintenance coverage through Park Place Technologies, LLC. attached. If assets need to be added/removed, please let your CloudWave representative know and your quotation will be adjusted accordingly.]

Total for 1 year 7x24 Cloud Care Infrastructure Support – 6/1/2023 through 5/31/2024:	\$64,760.00
---	-------------

Terms and Conditions

- Prices quoted are in US Dollars and are valid for 90 days from the date of this proposal unless modified in writing by CloudWave before your order is accepted
- Any applicable sales & use taxes are not included in the above fees and are the customer's responsibility
- Standard payment terms: Net 60 from date of invoice
- Changes to the equipment and services proposed may result in changes to this proposal and pricing

Prepared for San Bernardino County
On Behalf of Arrowhead Regional Medical Center
Prepared by CloudWave

March 1, 2023
Page 6 of 6



Company Prepared for San Bernardino County
On Behalf of Arrowhead Reg Medical Center
Address 400 N Pepper Ave
City, State, Zip Colton, CA 92342-1819
CloudWave Rep: Lori Nepini
E-mail Address: lnepini@gocloudwave.com

Quote#: 658403-0
Quote Date: 01-Mar-2023
Term State: 01-Jun-2023
Term End: 31-May-2024
Billing Frequency: Full term prepaid
Agreement #: D65717M-002

[insert table]