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STATEMENT OF WORK

PREPARED FOR:

County of San Bernardino

On behalf of Arrowhead Regional Medical Center

PROJECT:

ServiceNow Implementation

PREPARED BY:

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March 27, 2020

SOW # ENT200327003

Revision # 1.0

The pricing in this Statement of Work is valid for 30 days from the latest Revision Date

| REVISION | DATE | CHANGE |
|----------|----------------|-------------------|
| 1.0 | March 27, 2020 | Original Proposal |
| | | |

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Once again, thank you for choosing Connection Enterprise Solutions. We look forward to helping you achieve your IT goals. Please feel free to contact your support team if you have any questions, comments, or feedback about any of the information in this document.

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Section 1.0 Opportunity Summary

County of San Bernardino, a political subdivision organized and existing under the constitution and the laws of the State of California ("Client"), on behalf of Arrowhead Regional Medical Center, has requested that MoreDirect, Inc. d/b/a Connection ("Service Provider") provide a Statement of Work (SOW) for services in support of its ServiceNow Implementation project ("Services").

Client's access and use of the ServiceNow Subscription Offerings are pursuant to the Subscription Service Agreement, and Subscription Service Guide (which includes (1) the Customer Support Policy, (2) Upgrades and Updates (3) the Data Processing Appendix, and (4) the Data Security Guide), the Product Use Definitions, Product Overview, and where applicable, the Service Descriptions for any purchased packaged professional services published as of the effective date of Client's order at: <https://www.servicenow.com/upgrade-schedules.html> ("ServiceNow Subscription Service Terms"). ServiceNow Subscription Service Terms ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Client may request printed copies of the documents incorporated herein by reference by emailing ServiceNow at legal.request@servicenow.com.

The County of San Bernardino is a political subdivision organized and existing under the constitution and the laws of the State of California, operating a hospital or surgery center known as Arrowhead Regional Medical Center (ARMC). ARMC is a 456-bed, state-of-the-art, acute care facility, embracing advanced technology in all patient care and support areas. ARMC offers the latest in patient care by providing a full range of inpatient and outpatient services, four off campus community health centers, behavioral health inpatient services and numerous specialty services. ARMC is fully accredited by the Centers for Medicare and Medicaid Services (CMS) and The Joint Commission. ARMC is Accredited as an American College of Surgeons Level II Trauma Center, with the second busiest emergency department in the State of California. ARMC provides emergency care for approximately 130,460 County residents, 113,769 admissions and approximately 254,000 outpatient visits annually.

Desired Project Outcomes

- Move from 6 disparate systems to one (BMC, Lansweeper, React...TBD).
- Looking for Help Desk replacement – currently using Lansweeper.
- Immediate reorganization of Change Management process.
- Building out of the CMDB for integration with CMP.
- Looking for better SLA enforcement across IT.
- Long term potential use of EPIC "Community Connect"

Business Outcomes

- Better vision and cost control
- More manageable system, better automation
- Central platform for automation of tasks and processes
- Better control of licensing spends, and better customer support

The scope of work for these services can be found in Section 2 of this document.

Section 2.0 Approach

Phase 1: Project Initiation

Statement of Work

This Statement of Work is a collaboration between Service Provider and Client to ensure that it appropriately details the actions and description of the specific services, deliverables expectations, and tasks that the parties will be required to perform.

Project Charter

Upon completion of the SOW, Service Provider's Project Management Office (PMO) will develop a Project Charter that will define the purpose of the project, key participants and roles, governance roles and cadence for oversight and review.

Project Plan & Schedule

The following are the initial set of milestones related to this implementation project. The milestones will be reviewed during the project as part of the governance and oversight. Adjustments to the milestones may occur based on reviews with the project team and identification of any gaps in requirements or scope.

| Milestone | Initial Target Week |
|---|---------------------|
| Project Kick Off Meeting | Week 1 |
| Detailed Business Requirements & Configuration Design | Week 4 |
| Configuration, Unit Testing, & Prototype | Week 13 |
| User Acceptance Testing (UAT) | Week 15 |
| Go-Live Readiness Review | Week 16 |
| Go-Live (warranty support) | Week 16 |
| Project Closure | Week 18 |

* Note: Typical project kick off occurs 1 – 3 weeks following SOW signature to allow for staffing and planning

Project Kick Off

Service Provider will initiate a Project Kick Off meeting to launch the project and review the detailed project plan and schedule. To ensure alignment and understanding of the purpose and scope of this project, the identified participants from both Client and Service Provider should attend. This includes those Points of Contact (POCs) identified for the respective departments and business function Subject Matter Experts (SMEs) as well as the assigned Service Provider Solution Analyst and Senior Technical Consultants.

Phase 2: Design

Detailed Business Requirements

Utilizing the High-Level Business Requirements, Service Provider will conduct a review with the project SMEs to develop, document and affirm the Detailed-Level Business Requirements. Upon completion of the Detailed-Level Business Requirements, Service Provider will analyze each of these requirements

and provide a Gap Analysis to the Client. This analysis will affirm that the Detailed Business Requirements are:

1. Within Scope as defined by High-Level Business Requirements

The Detailed Requirements are fully aligned with the High-Level Business Requirements and ServiceNow will be configured to meet the requirements.

2. Out of Scope as defined by High-Level Business Requirements

The Detailed Business Requirements are not aligned with the High-Level Business Requirements and/or the capabilities of the application. These gaps in requirements will be presented to the Client with impact analysis. The impact analysis will include:

- Impact on meeting the High-Level Business Requirements and the expected business result.
- Capability of the ServiceNow Application and the implication on the user experience.
- Cost and schedule implications to include the revised requirements within the current scope of this SOW.
- Cost and schedule to defer the revised requirements to a subsequent phase and separate SOW.

Client will determine the appropriate action to address any of the defined gaps during the Gap Analysis.

Configuration Design and Validation

Upon affirmation of the Detailed Business Requirements, the configuration design will be developed. Service Provider will present a Configuration Specification Document to review the configuration design. This review will affirm that the configuration design meets the Detailed-Level Business Requirements and that any material gaps have been identified and reconciled. This review will include but not be limited to sample wireframes, report layouts, system integration, data migration, and workflows.

Phase 3: Configuration Development

Configure

Based on the information provided, collected and affirmed during the Design Phase, the technical team will configure all application modules and integrations included in this SOW. This configuration effort is to align the inherent capabilities of each ServiceNow module to meet the Business Requirements and defined Configuration Specifications.

Prototype Review

A Prototype Review of will be provided as part of a formal demonstration to verify that the defined requirements and specifications have been implemented in accordance with the defined Configuration Specifications. This review will include traceability from/to each requirement to the Prototype model.

Affirm Deliverables & Gap Analysis

Upon completion of the collection and review of the Detailed Business Requirements and the Configuration Specifications, Service Provider will provide the Client with a Gap Analysis of any identified gaps. In the event that a gap item is identified, Service Provider will provide a summation that defines the impact of the gap relative to meeting the High-Level Business Requirements, schedule, cost and outline options for mitigation. Client will then decide the course of action that may include but not be limited to:

- Incorporate the gap item in the scope of the implementation via the Project Change Request (PCR) process.
- Defer the gap item to a subsequent project, revision, or future enhancement and thus declare the item Out of Scope (OOS).
- Determine that the gap item is not needed.

Phase 4: Testing

Configuration Testing

Service Provider will conduct unit testing of the standalone configured ServiceNow modules as well as the modules integrated together; this may include but not be limited to associated data exchange and interfaces, and any supplied data to verify that they are aligned with the prototype and the defined requirements. The specific ServiceNow modules that will be configured are defined within the Deliverables section of this SOW.

User Acceptance Testing

User Acceptance Testing (UAT) activity is conducted by Client for the purpose of defect identification and remediation. Enhancement requests (changes to functionality) are not the purpose of UAT; these will be tracked as gaps which may result in a Project Change Request (PCR). Service Provider is responsible for remediating defects reported by Client.

If Client requires a UAT period longer than the standard two (2) weeks, they may request a change to the project plan. If additional remediation support is anticipated, a work effort increase can be discussed as a gap as well or addressed as deliverable in this SOW.

Phase 5: Deployment Readiness

Business Processes & Readiness Assessment

Organizations should understand the readiness of the organization to accept changes that are required to fully benefit and leverage the configured ServiceNow Modules. This readiness should include a review of the current business processes and workflows, methods and other supporting tools, and management routines. To accomplish this Client should:

- Conduct a readiness assessment (i.e. current state vs. future state)
- Transformation Model (i.e. organizational change, communication, marketing plan)
- Implement the revised model prior to deployment

Deployment Plan & Schedule

The objective of Deployment Planning is to ensure that configured ServiceNow Modules deployed into the Client's environment are implemented as well as communicated and understood in a structured manner to reduce the risk of failure, ensuring the highest levels of user satisfaction. The purpose of the Service Provider Deployment Plan and Schedule includes:

- Define and agree to deployment plans with all participants and stakeholders.
- User access & security review and plan.
- Ensure that each ServiceNow module consists of the set of defined configured specifications and that related ServiceNow modules are compatible with each other.
- Ensure that all modules are tracked back to the configuration specifications and detailed level business requirements.
- That a back out plan is developed, if appropriate.
- Record and manage deviations, risks, issues related to the deployment, and take necessary corrective action.

Training

Training for the various ServiceNow modules will be delivered to Client by the Service Provider Training team. There will be a training discussion approximately mid-way through the project to review the Client's specific needs. During this meeting, the Service Provider Training team and Client will confirm the intended audiences and types of training most suited for maximum adoption of the platform. The total number of training sessions scheduled will be based on types of training needed, number of audiences, and the requirements will be evaluated against the assumptions made in this SOW. Client SMEs are responsible to schedule and be present for all training sessions delivered.

Phase 6: Go-Live

Readiness Review

Service Provider will conduct a joint meeting that provides a thorough review of the readiness of all critical elements relating to completing a successful deployment and Go-Live of the configured ServiceNow modules. This joint meeting includes all the leaders of each respective area participating in the deployment. This formal and structured process will also include any appropriate contingency and support that may be required during the initial rollout.

Deployment

The deployment process consists of several interrelated activities with a defined set of transitions between them. These activities will occur in Client's ServiceNow production environment. The precise processes or procedures within each activity will be identified within the Deployment Plan.

Post Go-Live Support

Service Provider will provide to Client two (2) weeks of Post Go-live support. This support will be to remediate any defects that are encountered after go-live.

Phase 7: Closure

Phase 7: Closure

Post Go-Live Support Plan

As part of project closure, Service Provider will provide to Client the information to access on-going support from both ServiceNow and Service Provider.

Project Closure Meeting

While the knowledge of the project is still fresh in everyone's mind, the project closure meeting will be held within 15 days of Go-Live. The meeting's purpose is to review the project's success and challenges, conformance to the requirements, user satisfaction, ensure that skills and knowledge are transferred to operations and support staff to enable them to effectively and efficiently deliver, support and maintain the services according to the required warranties and service levels and to decide what Client and Service Provider can learn from the project.

As part of Service Provider's effort to ensure that the ServiceNow products are fully aligned with the Client on an on-going basis, reach out to the Service Provider sales team to facilitate a quarterly Customer Business Review (CBR). Service Provider would like to review current project initiatives, new Client strategies, and business priorities. This forum allows Service Provider to understand any changes or challenges to identify approaches or solutions to help meet those challenges.

Section 3.0 Services and Deliverables

Workshops

Service Provider will conduct and facilitate the necessary workshops with appropriate Subject Matter Experts (SMEs) to validate the Desired Project Outcomes and develop a set of Detailed-Level Business Requirements. The workshop SMEs will also meet to review prototypes and provide the review to collect any variances that may need review in the Gap Analysis. The following are the planned workshops.

| Workshop | Purpose/Outcome |
|---------------------------------|---|
| Requirement Session(s) | <ul style="list-style-type: none"> Up to fifteen (15) sessions planned Review the Service Provider provided Detailed-Level Business Requirements based on Desired Project Outcomes Develop Detailed-Level Business Requirements Integration & Data Migration Requirements Document gaps between Detailed-Level Requirements and Desired Project Outcomes |
| | Primary Documented Artifacts |
| | <ul style="list-style-type: none"> Detailed Level Business Requirements (i.e. workbooks, VTBs, (Visual Task Boards), VTB cards, process guides) Gap Analysis |
| Configuration Session(s) | <ul style="list-style-type: none"> Up to fifteen (15) sessions planned Review Configuration Templates Review Dashboard & Report Layouts Review and affirm consolidated Configuration and Report Specifications |
| | Primary Documented Artifacts |
| | <ul style="list-style-type: none"> Configuration Specifications |
| Prototype Session(s) | <ul style="list-style-type: none"> Up to fifteen (15) sessions planned Review Prototype Document gaps between Prototype & Detailed-Level Business Requirements Determine if Project Change Requests (PCRs) should be submitted for approval Affirm Prototype Review |
| | Primary Documented Artifacts |
| | <ul style="list-style-type: none"> Tracking of Configurations to Detail-Level Requirements |

Configuration of ServiceNow Modules

During this implementation, Service Provider will be responsible for the setup and configuration of the defined ServiceNow modules. Service Provider will configure where possible the out-of-the-box standard configuration to best align the application to meet the defined business requirements.

This configuration may include the creation of and/or changes to forms, fields, validations, workflows, scripts and automations. Service Provider and the Client will determine the extent of these customizations based on the defined requirements.

| Module | Summary of Functionality and Capability |
|---------------------------|--|
| Core Configuration | Core setup includes the general ServiceNow environment configuration, including branding and global properties such as date formatting. |
| | <p data-bbox="570 600 1190 632">Configuration Parameters and Assumptions:</p> <ul data-bbox="451 638 1292 1310" style="list-style-type: none"> • One (1) workshop to review ServiceNow Core functionality and introduce configuration areas • Instance Branding, including company logo and colors will be applied to the ServiceNow interface • System properties for time and date preferences will be configured • "Core Data" tables, including Department, Location, Company, and Cost Center in ServiceNow will be updated to support additional attributes (i.e Location ID, etc.) • One (1) data source (spreadsheet) will be normalized and supplied to Service Provider for each piece of "Core Data" to be imported into ServiceNow • One (1) standard email template will be created for all outbound email sent from ServiceNow, including a header with Client logo and standard verbiage • The ServiceNow ITIL security model (ACLs) will be used to supply access for users to the in-scope applications; no custom roles will be created • Complex email functionality requiring custom "Mail Scripts" is not in scope for this implementation |

| Module | Summary of Functionality and Capability |
|----------------------------|--|
| LDAP/AD Integration | The ServiceNow LDAP integration is used to create and maintain user profiles as well as include Active Directory security groups utilizing existing LDAP servers. |
| | Configuration Parameters and Assumptions <ul style="list-style-type: none"> • One (1) workshop to review ServiceNow LDAP Integration capabilities and introduce configuration areas • One (1) LDAP Server for one (1) AD domain will be used to supply User, Group, and Group Membership information to ServiceNow • If required, assisted setup of one ServiceNow MID Server can be used for a secure connection • Up to thirty (30) attributes will be pulled for all AD object information • No attachment or image attributes will be pulled from Active Directory |

| Module | Summary of Functionality and Capability |
|---|---|
| Single Sign On (SSO) Integration | An SSO Integration can be established within ServiceNow to facilitate user authentication and streamline the login process. |
| | Configuration Parameters and Assumptions <ul style="list-style-type: none"> • One (1) workshop to review ServiceNow SSO integration capabilities and introduce configuration areas • One (1) Identity Provider will be leveraged to authenticate users to ServiceNow; SSO integration with AFDS, Azure, or Okta • Identity Provider must support SAML authentication • All Identity Provider configuration and metadata will be provided by Client • User Provisioning will not be enabled; all user provisioning will be facilitated via the LDAP Integration • Federated SSO will not be supported |

| Module | Summary of Functionality and Capability |
|------------------------------|--|
| COVID-19 Applications | <p>ServiceNow recently released four (4) applications purpose built to address business needs related to the COVID-19 situation. These applications can be implemented on a ServiceNow instance via the ServiceNow Store. The four applications include:</p> <ul style="list-style-type: none"> • Emergency Exposure Management (Office365 meeting data, manual data) • Emergency Outreach (mobile app enabled) • Emergency Self Report (notifying employer about situation/ quarantine) • Emergency Response Operations (Assists state and local governments) |
| | Configuration Parameters and Assumptions |
| | <ul style="list-style-type: none"> • One (1) Review session for the COVID-19 application(s) to review functionality. • Service Provider will install and configure (up to 10 hours) selected out-of-box COVID-19 applications. |

| Module | Summary of Functionality and Capability |
|-----------------------|---|
| Service Portal | <p>The Service Portal empowers employees and clients by offering self-service support to submit and track Incidents, browse Knowledge, and submit and track requests based on a Service Catalog of available goods and services.</p> |
| | Configuration Parameters and Assumptions |
| | <ul style="list-style-type: none"> • One (1) workshop to: <ul style="list-style-type: none"> ○ Review ServiceNow Service Portal functionality and introduce configuration areas ○ Gather functional and technical specifications for configuration within ServiceNow • Leverage Service Portal best practices, UX centric design, with flexibility meet Client's needs • Branding updates, including Logo, Imagery, and Site-Colors using the Service Portal "Branding Editor" • Updates to the Service Portal Homepage and pages supporting Service Catalog and Incident Functionality, including the addition, configuration, and removal of functionality within the ServiceNow "Service Portal Designer" • Creation of up to five (5) high-complexity widgets (pro-code) • Modification of up to ten (10) out-of-box (OOB) ServiceNow widgets (low-code) • Configuration of OOB widgets (no-code) <p>Out of scope: Social Q&A, Service Status (Outage Dashboard), Service Portal Approvals, and Custom Web Development/Branding</p> |

| Module | Summary of Functionality and Capability |
|----------------------------|--|
| Incident Management | <p>Incident Management aims to restore service to normal operational levels as quickly as possible. ServiceNow enables organizations to record incidents, classify based on categories and subcategories, prioritize according to impact and urgency, assign to appropriate groups, manage through to resolution, and provide reporting.</p> <p>Client is implementing Incident Management to restore user's service as quickly as possible and to minimize the impact on University operations ensuring the agreed upon service quality levels are maintained.</p> |
| | <p>Configuration Parameters and Assumptions</p> <ul style="list-style-type: none"> • One (1) workshop to: <ul style="list-style-type: none"> ○ Review ServiceNow Incident Management functionality and introduce configuration areas ○ Assist with updating the Incident Management process ○ Gather functional and technical specifications for configuration within ServiceNow • Configuration of automated email notifications for Incident Creation, Assignment, Commenting, Resolution, and Closure using fields obtained on an Incident record • Configure the Incident form to ensure appropriate information is being collected and accessible, including up to ten (10) new fields to capture Client -specific information (i.e. Caller's Phone Number, Employee ID, On Behalf of) • Automated Prioritization based on the selected Impact and Urgency of an Incident • Automated Assignment based on the Category and Subcategory of an Incident • Inclusion of the Major Incident Process (see next section in the SOW deliverables) • Service Level Agreements (SLAs) will be configured per Priority to define expected timelines for initial response and resolution time for Incidents • Configuration of the ITSM Agent Workspace List and form views leveraging OOB functionality • Up to five (5) Self-Service forms (Record Producers) will capture simple text, user information, and attachments for Incident submission to fulfiller groups • Configure the "Incident Management" Dashboard to include up to three (3) custom Incident Management reports • Enable email sent to the system inbox to create Incidents with default assignment and categorization • Configure assisted creation of related Problems, Knowledge Articles, Child Incidents, Service Catalog Requests, and Change Requests directly from an Incident form |

| Module | Summary of Functionality and Capability |
|---------------------------|---|
| Problem Management | <p>Problem Management is responsible for managing the life cycle of all problems and to prevent problems and resulting incidents from happening. It also aims at eliminating recurring incidents and minimizing the impact of incidents that cannot be prevented.</p> |
| | <p>Configuration Parameters and Assumptions</p> |
| | <ul style="list-style-type: none"> • One (1) workshop to: <ul style="list-style-type: none"> ○ Review ServiceNow Problem Management functionality and introduce configuration areas ○ Assist with development of Problem Management process ○ Gather functional and technical specifications for configuration within ServiceNow • Configure the Problem form to ensure appropriate information is being captured and accessible, including up to five (5) new fields to capture Client -specific information • Automated Prioritization based on the selected Impact and Urgency of a Problem • Configuration of up to five (5) Problem Assignment Rules based on defined conditions • Configuration of automated email notifications for Problem Assignment, Commenting, and Closure using fields captured on a Problem. • Creation of up to three (3) Problem Tasks and Task Assignment Rules for process supporting activities (e.g. Root Cause Analysis) • Ability to categorize as a Major Problem to ensure the outcome is reviewed prior to closure <p>Configure assisted resolution of related Incidents, workaround communication, creation of related Change Requests, and publishing Known Errors / Knowledge Articles</p> |

| Module | Summary of Functionality and Capability |
|--------------------------|---|
| Change Management | <p>Change Management is the method to control the rapid pace of change needed by a business without causing unplanned interruption in the environment. Implementation support for Change Management will provide a centralized system for logging, approving, and auditing of changes. The implementation can be used as the foundation for future advanced workflow development for Change Management to facilitate full automation.</p> <p>Client is implementing ServiceNow Change Management to ensure that standardized methods of and procedures are used for efficient and prompt handling of all changes to minimize the impact of change related incidents upon Client service quality.</p> |
| | <p>Configuration Parameters and Assumptions</p> <ul style="list-style-type: none"> • One (1) workshop to: <ul style="list-style-type: none"> ○ Review ServiceNow Change Management functionality and introduce configuration areas ○ Assist with updating the Normal Change Management process ○ Gather functional and technical specifications for configuration within ServiceNow • Configure the Change form to ensure appropriate information is being captured and accessible, including up to five (5) new fields to capture Client -specific information • Configuration of automated email notifications for Change Assignment, Approval, Commenting, and Closure using fields captured on a Change Request • Three (3) Change Management Process (Type) will be implemented: Normal; Standard and Emergency Changes are OOB (out-of-box) processes • Three (3) Change Management Processes will be implemented, supporting Technical Approvals via CAB (Change Advisory Board) & eCAB (Emergency Change Advisory Board Approval, Implementation, Post-Implementation, and Review steps • All approvals for Change Requests will be managed through groups • Definition of up to five (5) Maintenance Windows • Leverage the CMDB (Configuration Management Database) to support the Change process • Configure the Change Management Dashboard to include up to three (3) custom Change Management reports |

| Module | Summary of Functionality and Capability |
|--|---|
| Service Catalog/ Request Management | The Service Catalog establishes standardized catalogs of goods and services provided by the IT organization to the supported business units and employees. It also enables online and mobile browsing and requests for goods and services. |
| | <p data-bbox="574 499 1187 531">Configuration Parameters and Assumptions</p> <ul style="list-style-type: none"> • One (1) workshop to: <ul style="list-style-type: none"> ○ Review ServiceNow Service Catalog functionality and introduce configuration areas ○ Assist with development of Request Management process ○ Gather functional and technical specifications for configuration within ServiceNow (SN) • Up to five (5) sessions to gather requirements for each Catalog Item • Configure the Request Management forms (Request, Requested Item, and Catalog Task) to display appropriate information about a Request • Configuration of automated email notifications for Request Creation, Approval, Assignment, Commenting, and Closure of a Request • Fulfillment of Requested Items will be worked leveraging assignment of Catalog Tasks • One (1) Service Catalog will be configured to support Self-Service browsing, submission, and tracking of Requests (through ServiceNow standard interface and Service Portal) • Fifteen (15) Catalog Items will be created, each with up to ten (10) variables (user input questions) and a fulfillment workflow containing up to ten (10) activities (approvals, tasks, etc.) • Creation of up to two (2) order guides (catalog item bundling into a single request) • Definition and implementation of a maximum of three (3) Service Level Agreements associated with Service Catalog request fulfillment • Create or update a maximum of four (4) reports • Configure one (1) request dashboard • Out of scope: Integrations, Orchestration of automated tasks via 3rd party applications |

| Module | Summary of Functionality and Capability |
|----------------------------|--|
| Interactions (ITSM) | <p>Interactions allows Service Desk Agents to create a call record and quickly capture basic information from a customer contact. Service desk personnel can more quickly process customer calls by retaining and reusing the information captured during the call.</p> <p>At the end of the call, the Service Desk Agents can decide the action to take:</p> <ul style="list-style-type: none"> • Transfer the call record to an incident, problem, change, or service catalog request. • Record the call as another type of contact, such as a wrong number. |
| | <p>Configuration Parameters and Assumptions</p> <ul style="list-style-type: none"> • One (1) workshop to review Interaction functionality and introduce configuration areas • Configure a maximum of ten (10) Interaction related fields • Configure a maximum of two (2) Interaction related forms/views • Configure a maximum of six (6) Interaction related call types • Configure a maximum of three (3) Interaction related reports • Configure a maximum of four (4) Interaction related Business Rules |

| Module | Summary of Functionality and Capability | |
|--|---|--|
| Knowledge Management | Knowledge Management (KM) orchestrates the knowledge lifecycle, helps capture knowledge, increases knowledge sharing, and presents relevant information to support the various ITIL processes. | |
| | <table><tr><th>Configuration Parameters and Assumptions</th></tr><tr><td><ul style="list-style-type: none">• One (1) workshop to:<ul style="list-style-type: none">○ Review ServiceNow Knowledge Management functionality and introduce configuration areas○ Gather functional and technical specifications for configuration within ServiceNow (SN)• Creation/configurations up to two (2) Knowledge Bases (KBs)• Up to two (2) Knowledge Bases will be configured to support Service Desk and Self-Service Knowledge Functionality• Updates to the two (2) Knowledge Publishing workflows and two (2) Knowledge Retirement workflows• Creation/configuration of up to two (2) Article Templates (custom, KCS, or etc.)• Creation/configuration of up to three (3) Knowledge Blocks to manage users' access to knowledge articles that are only applicable to them• Creation/configuration of up to five (5) email notifications• Create or modify of up to three (3) KM reports• Creation of up to one (1) KM Dashboard• Baseline functionality of user feedback on Knowledge Articles, including commenting, '5-star' rating, and the ability to mark an article as helpful• Ability to draft Knowledge Articles upon Closure of an Incident• Service Provider will work with the Knowledge Managers to migrate up to five (5) Knowledge Articles; this will transfer knowledge to the Client's team so they can provide ongoing support for KM• Not in scope: All Social Q&A (Community) features of Knowledge; Article Quality Index (AQI) Checklists</td></tr></table> | Configuration Parameters and Assumptions |
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| Module | Summary of Functionality and Capability |
|------------------------------------|---|
| Asset Management (Hardware) | <p>Asset Management integrates the physical, technological, contractual, and financial aspects of information technology assets. Asset Management goals includes controlling inventory, reducing purchasing and maintenance costs, life cycle management, improving service delivery, and creating standards and processes for managing assets.</p> <p>Asset Management and Configuration Management (CMDB) are related but have different goals. Asset Management focuses on the financial tracking of company property. Configuration Management focuses on building and maintaining elements that create an available network of services.</p> |
| | <p>Configuration Parameters and Assumptions</p> <ul style="list-style-type: none"> • One (1) workshop to: <ul style="list-style-type: none"> ○ Review ServiceNow Asset Management (Hardware) functionality and introduce configuration areas ○ Gather functional and technical specifications for configuration within ServiceNow (SN) • Establish accurate data synchronization between assets and configuration items, to support both Asset and Configuration Management processes • Assets and their corresponding configuration items will be created using a supplied standard ServiceNow Discovery process • This activity involves the creation of CI records in the CMDB for each CI that has previously been identified as part of the CMDB design • Assets will be populated via SN Discovery (see the CMDB w/ SN Discovery and integration section of this SOW) • Define and configure up to four (4) Stock Rooms, four (4) Stock Room Rules, and two (2) Inventory Transfer processes • Define and configure a maximum of ten (10) Asset related fields across all native ServiceNow tables • Define and configure a maximum of two (2) Asset related forms/views • Define and configure up to six (6) asset inventory reports and up to one (1) Asset related dashboard • Define and configure up to two (2) Asset reports and update up to one (1) native (OOB) Out-of-Box Asset Management related dashboard • Define and configure a maximum of three (3) Asset email notifications |

| Module | Summary of Functionality and Capability |
|---|--|
| Configuration Management (CMDB) with Discovery | <p>Configuration Management tracks and manages all Configurations Items deployed or held in reserve, manages Configuration Item (CI) relationships. The CMDB (which contains all CIs) is the foundation for ITIL disciplines including incident, problem, and change processes.</p> |
| | <p>Configuration Management</p> <ul style="list-style-type: none"> • Two (2) workshops to: <ul style="list-style-type: none"> ○ Review ServiceNow Configuration Management & Discovery functionality and introduce configuration areas ○ Assist with updating the Configuration Management process ○ Gather functional and technical specifications for configuration within ServiceNow ○ Up to three (3) Requirement Breakout sessions will be conducted to determine data specification per CI Class • Leverage out-of-box CI class forms and fields • Client may elect to leverage the “Help the Help Desk” agent to manage computers that are commonly off network • Review/validate discovered CI information for population of CMDB • Configure a maximum of two (2) reports for CMDB • Configure a maximum of two (2) CMDB related dashboards • Develop an ongoing CMDB maintenance process, which includes the use of the ServiceNow Discovery to ensure an accurate CMDB ongoing • Client will provide any SMEs, process owners, configuration management expertise to deliver technical and functional information to Service Provider for this implementation Project • Out of scope: Business Services, Service Mapping, Event Management, Orchestration <p>Discovery</p> <ul style="list-style-type: none"> • Population of configuration items (CIs) with ServiceNow’s Discovery and which includes up to 400 units • Setup of MID Servers to execute probes, sensors, and patterns for Discovery • Utilization of out-of-the-box probes and sensors and creation of up to five (5) custom probes or sensors to explore Client’s environment • Utilization of out-of-the-box patterns and creation of up to five (5) custom patterns to locate devices • Up Discovery in up to three (3) Datacenters • Configuration of up to three (3) Discovery schedules • Discovery of out-of-box Configuration Item Classes (i.e. Windows Servers, Firewalls, Desktops, etc.) will be populated with Client specific data • Define and configure up to ten (10) CI relationships • Client will provide credentials with proper rights to discover CIs • Client will setup firewall rules to permit communication between Discovery & CIs • Up to two (2) reports specific to Discovery |

| Module | Summary of Functionality and Capability |
|-------------------------------------|---|
| Performance Analytics (ITSM) | <p>Performance Analytics provide secure, simple access to key performance indicators (KPIs) and metrics that enable you to be proactive about improving business services. Rich, interactive visualizations empower you with accurate data needed to drive service delivery quality and efficiency.</p> <p>Performance Analytics provides the actionable insight needed to proactively invest organizational time, money, and resources in the best places to drive continual service improvement.</p> |
| | <p>Configuration Parameters and Assumptions</p> |
| | <ul style="list-style-type: none"> • One (1) workshop to: <ul style="list-style-type: none"> ○ Review ServiceNow Performance Analytics functionality and introduce configuration areas ○ Gather functional and technical specifications for configuration within ServiceNow (SN) • Assist in the review of your Indicator and Breakdown sources to confirm data accuracy • Configure security and access to so Client may control access to the data • Configure basic features, common administrative activities, how to visualize data, set targets and begin harvesting business intelligence • Define and configure a maximum of three (3) custom reports; this includes KPIs, scorecards, data collection, etc. required to produce the reports • Creation of custom KPIs is not included; existing KPIs will be leveraged • Configure a maximum of two (2) dashboards |

| Integration | Summary of Functionality and Capability |
|----------------------------|---|
| Epic (Incident Management) | <p>The purpose of this integration is to connect the Client ServiceNow platform with the Client Epic platform to support Incident Management.</p> <p>The Integration will include analysis of the data source(s), setup of the connection of the external application to the ServiceNow instance to enable bidirectional data communication, and appropriate classification of data.</p> |
| | Configuration Parameters and Assumptions |
| | <ul style="list-style-type: none">• Configuration of a custom REST based bidirectional integration between Client's ServiceNow instance and Client's Epic platform for Incident Management• Analysis of the data source(s), data workflow and integration triggers that define the integration.• Mapping of the ServiceNow Incident record data to be transferred between Client's Epic platform and Client's ServiceNow instance via the integration• The integration will be used to transfer up to thirty (30) data attributes for each Incident between Client's Epic platform and Client's ServiceNow instance <p>Assumptions</p> <ul style="list-style-type: none">• Client will make available the technical resources, which know and can configure the 3rd party system for integration purposes.• Please note that as the engagement progresses actions may need to take place directly in the production instance.• Client will provide the necessary credentials to access the ServiceNow instance(s) with administrator and security administrator roles enabled.• Client will complete any additional templates and requirement information as requested and where applicable.• Client will be responsible for reviewing the records created by the integration and validating data quality• Client is responsible for any costs or subscriptions associated with any of the integrations (i.e. plugins, etc.). |

Training

Train-the-Trainer

Service Provider will provide fulfiller training to Client on the following applications.

- Incident Management
- Problem Management
- Change Management
- Knowledge Management
- Request Management

The training deliverables (per application listed) are:

- One (1) Training sessions for up to fifteen (15) users per application/process noted above. Each training session takes approximately 1.5 – 2 hours.
- Sessions include a live demo/walk-thru of the process/applications on the Client's instance. The sessions may be recorded by the Client for future use.
- A single presentation slide deck for the processes noted, plus any content needed to describe supporting applications (i.e. Service Portal)
- Quick Reference Cards for each application/process noted (as a take-away to training sessions).

Knowledge Transfer

Service Provider will provide a knowledge transfer (KT) to Client on the following applications.

- Interactions
- Performance Analytics
- Service Portal
- Asset Management (Hardware)
- Configuration Management (CMDB)
- Epic Integration

The KT deliverables (per application listed) are:

- One (1) KT session per configuration area noted above. Each KT session takes approximately 1 hour.
- Sessions include a live demo/walk-thru of the process/applications on the Client's instance. The sessions may be recorded by the Client for future use.

If the Client elects to make changes to the training or knowledge transfer deliverables above (for example, additional audiences, additional sessions, other materials - Videos, Hands-on Labs, User Documentation), note that these changes may be outside the scope of Service Provider's standard training package and will be negotiated outside of this SOW as a Project Change Request.

Additions, Changes & Alterations

When authorized by Client and under mutual agreement, Service Provider will modify any services that are beyond the scope of SOW. Such services will only be done upon the full execution of the parties. Tasks not specifically stated as being performed by Service Provider in SOW or requirements defined as part of a Gap Analysis are considered outside the scope of this Project.

Service Provider will provide estimates of any costs associated with changes prior to the execution of additional services or costs outside of this SOW.

Implementation Roles & Responsibilities

Service Provider

Service Provider will provide the following resources to the project:

Service Provider will provide the following resources to the project:

| Role | Area of Responsibility |
|---|---|
| Executive Sponsor | <ul style="list-style-type: none"> • Delivery • Senior Level Contact |
| Account Executive | <ul style="list-style-type: none"> • SOW • High-Level Business Requirements |
| Solution Consultant | <ul style="list-style-type: none"> • SOW Support • High-Level Business Requirements Review • Budget • Milestone Schedule |
| Service Provider PMO & Project Manager | <ul style="list-style-type: none"> • Will facilitate the project planning, • Provide implementation expertise • Manage Project Plan compliance • Assign and allocate appropriate resources in the context of Service Provider Master Schedule • Manage escalations • Track Risks & Decision Points • Facilitate and record weekly project status calls • Meet regularly with Client Project Manager and prepare a weekly project status report • Project closure |
| Solution Architect(s) (Process Consultants) | <ul style="list-style-type: none"> • Collect the Detail-Level Business Requirements • Document Configuration Specification • Obtain Affirmations • Demonstrate and Review Prototype • Provide UAT and Go-Live defect remediation support |
| Technical Consultant(s) (SN Developers) | <ul style="list-style-type: none"> • Perform the application build/configuration • Customization and implementation of in-scope applications • Assist with knowledge transfer • Perform data migration and/or integrations as required • Provide UAT and Go-Live defect remediation support |

| Role | Area of Responsibility |
|-----------------------|--|
| Integration Expert(s) | <ul style="list-style-type: none"> • Work with Client's system experts to integrate SN with the Client's external system to support business processes within SN • Execute the uni- or bi-directional integration to permit the transfer of required data points to appropriate tables and columns • Provide UAT and Go-Live defect remediation support |
| Web Consultant(s) | <ul style="list-style-type: none"> • Provide expertise designing and executing the Service Portal • Review configuration specification to ensure optimal leverage of ServiceNow capabilities • Provide UAT and Go-Live defect remediation support |

**Service Provider reserves the right to adjust the team composition where appropriate that aligns with the project activities required.*

CLIENT

The Client will provide the following resources to the project:

| Role | Area of Responsibility |
|--------------------------|--|
| Executive Sponsor | <ul style="list-style-type: none"> • Decision Maker • Authorizer of Scope Modifications or Project Change Requests (PCRs) • Lead the Client Governance Team • Provide reinforcement for adopting ServiceNow • Establish expectations for the necessary internal organizational changes |
| Project Manager | <ul style="list-style-type: none"> • Maintain schedule compliance • Manage Client Assigned Deliverables • Manage Client resource, tasks, and schedule compliance |
| Business Lead | <ul style="list-style-type: none"> • Review Detailed-Level Business Requirements • Participate in Gap Analysis development • Participate in Reviews & Affirmation |
| ServiceNow Administrator | <ul style="list-style-type: none"> • Workshop Participant(s) • Participate in Reviews, Acceptance of Requirements, Configuration Specifications, and Prototypes • Participate in UAT and report defects; retest after Service Provider remediation • Participate in Deployment Readiness Review • Report Go-Live defects; retest after Service Provider remediation • Support the ServiceNow platform beyond Go-Live |
| SMEs | <ul style="list-style-type: none"> • Workshop Participant(s) • Participate in Reviews, Acceptance of Requirements, Configuration Specifications, and Prototypes • Participate in UAT and report defects; retest after Service Provider remediation • Participate in Deployment Readiness Review • Report Go-Live defects; retest after Service Provider remediation |

Client Requirements

To successfully complete this project and for Service Provider to timely provide the deliverables Client will:

- Provide Service Provider with the necessary access to data and information before or at the time of project kickoff
- Assign the necessary resources to effectively compile all the necessary requirements.
- Service Provider recommends Client provide at least one (1) ServiceNow trained administrator to support the system during and after implementation.
- Provide resources to assist with any external systems as it relates to integrations or migrations with ServiceNow; Service Provider will not provide experts or support for third party systems
- Participate in the necessary reviews and check points to ensure alignment with the defined requirements and provide timely affirmation or change request relating to the deliverables.
- Assign resources to participate and manage the Client activities as it relates to designing, planning, deployment and support of the ServiceNow modules.
- If process design is not included in the scope of this SOW, the Client must provide process documentation for all processes/applications that will be configured
- Timely participation in the scheduled status meetings and escalate for appropriate risk management.

Assumptions

The following assumptions were used in developing the terms and costs related to this SOW.

- Client will obtain the necessary licenses required for the implementation.
- ServiceNow Modules are limited to those defined in the Deliverables and Services Section.
- It is the Client's responsibility to provide the data from the Client's system to Service Provider related to the required Data for Go-Live.
- If during the course of this project Service Provider discovers any configurations or customizations not OOB that impact the deliverables in this SOW, Service Provider will discuss findings with Client and handle remediation work efforts as a gap in scope; any potential remediation efforts are out of scope; please refer to "Phase 2: Design" section of this SOW for details regarding the Gap Analysis
- Service Provider assumes there will be no co-development during this project; development by other partners and/or the Client admin(s)/developer(s) is not accepted by default and will be handled as a gap in scope as well
- Client is responsible to co-develop, manage, and test all system interfaces for data exchange to support the on-going functionality of the ServiceNow modules.
- UAT will be a continuous effort and Client will assign trained resources.
- Technical affirmations at the defined stages of the project will be provided within 3 days of the Service Provider request.
- Deployment will be within 2 weeks of the completion of UAT.
- Place of performance shall be a combination of remote and at the Client site.

Acceptance Criteria

Service Provider will request Client to authorize the approval to begin each phase of the project. This authorization will be presented as a "Verification and Authorization to Proceed" document. The execution of this document confirms acceptance of the deliverables for that respective phase.

Anticipated Duration

It is anticipated that the project duration will be eighteen (18) weeks following the kickoff.

Completion Criteria

Service Provider will request Client to authorize the approval to begin each phase of the project. This authorization will be presented as a "Verification and Authorization to Proceed" document. The execution of this document confirms acceptance of the deliverables for that respective phase.

Out of Scope

Unless otherwise stated within this SOW, the following tasks / deliverables are specifically excluded and are considered Out of Scope items that are not associated with this Scope of Work or SOW:

1. This project does not include any installation / configuration of software not specifically listed.
2. This project does not include setup, cabling, or configuring of any LAN/WAN hardware.
3. This project does not include development or debugging of any scripts.
4. This project does not include formal classroom training

Section 4.0 General Assumptions

Both Client and Service Provider are responsible for the successful execution of this project. Service Provider's responsibilities have been set forth elsewhere in this SOW. Client agrees to the following assigned responsibilities:

1. Prior to the scheduling of this project, Client and Service Provider shall deliver in writing (or Email) to each other the respective primary point of contact ("Client Contact").
2. All project communications will be addressed to primary point of contact.
3. The primary point of contact shall:
 - a. Have the authority to act on behalf of the Client in all aspects of the project.
 - b. Have the authority to resolve conflicts.
 - c. Ensure that any communication between Client and Service Provider is made through the appropriate Project Manager.
 - d. Obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
 - e. Ensure that assigned project personnel have reasonable and safe access to the project site and adequate office space, as required.
4. Client will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts").
5. Service Provider may request that meetings be scheduled with Technical Contacts.
6. Client will inform Service Provider of all access issues and security measures, and provide access to all necessary hardware and facilities.
7. Client is responsible for providing all hardware, software, and facilities for the successful completion of this project. Facilities and power must meet manufacturer requirements for the products purchased.
8. Client may be responsible for developing or providing documentation, materials and assistance to Service Provider and agrees to do so in a timely manner.
9. Service Provider personnel will honor Client confidentiality requests and will work to meet / follow internal security guidelines.
10. Service Provider Services are performed by Service Provider resources or a member of their Premier Partner Network.
11. Service Provider employees and sub-contractors will not work in an environment that exposes them to safety or environmental hazards, including but not limited to asbestos.
12. Client is responsible for reporting that buildings, worksites, and associated locations have been tested for safety or environmental hazards, including but not limited to asbestos, and all traces have been abated to OSHA standards.
13. Client is responsible for notifying Service Provider of the presence of safety or environmental hazards, including but not limited to asbestos, in any buildings, worksites, or associated locations prior to work beginning.
14. Client is responsible for all costs associated with any work delays caused by the discovery of safety or environmental hazards, including but not limited to asbestos.
15. Client is responsible for costs associated with all abatement procedures and delays caused in the project execution. Service Provider assumes no responsibility for executing abatement procedures for safety or environmental hazards, including but not limited to asbestos.
16. Client is responsible for any time and expense associated with permits necessary per local city codes or ordinances.

Section 5.0 Pricing

| Solution | T&M Effort | Investment |
|--|--------------------|----------------|
| Project Estimate <ul style="list-style-type: none"> ServiceNow ITSM & ITOM <ul style="list-style-type: none"> Workshops (Requirements) SN Application Configuration Integrations Data Migration Training UAT Support Go-Live and Go Live Support | 1,174 hours | 234,800 |

This fee estimate is not a fixed-fee amount. Actual amount of work effort to complete the project or for a specific deliverable or role may be greater than or less than the estimated hours shown. Any major changes that would affect the intended scope of this project may result in a Project Change Request (PCR) being required.

Any delays in schedule caused by factors outside the control of the project may result in a Project Change Request (PCR) being required if the delay causes a major time extension of project resources.

In the event that delays on the part of Client results in a burden on Service Provider, including but not limited to personnel scheduling and travel costs, Service Provider will notify the Client and Service Provider may elect to invoice at the hourly rate defined for those services and expenses.

*Configuration Parameters and Assumptions

- One (1) Review session for the COVID-19 application(s) to review functionality.
- Service Provider will install and configure (up to 10 hours) selected out-of-box COVID-19 applications.

Pricing Assumptions

- This quote for Services is valid for 30 days from the date delivered to the Client.
- If Client does not question an invoice in writing within one month of receipt, it will be considered accurate and acceptable.
- Pricing included within this SOW does not include any applicable taxes.
- Pricing above assumes all project tasks will be performed contiguously unless otherwise agreed to by Client and Service Provider.
- To control costs and maximize value, travel expenses included in pricing above assumes timely advance scheduling.
 - Projects scheduled less than 21 days in advance or rescheduled within 21 days of the start date may result in increased travel expenses.
 - The Client agrees to be invoiced for any travel expenses and related fees, including any related cancellation fees, incurred due to project cancellation after such travel has been coordinated, booked and purchased.
- Any delays in schedule caused by factors outside the control of the project may result in a Project Change Request (PCR) being required if the delay causes a major time extension of project resources.

7. In the event that delays on the part of Client results in a burden on Service Provider, including but not limited to personnel scheduling and travel costs, Service Provider will notify the Client and Service Provider may elect to invoice at the hourly rate defined for those services and expenses.
8. Unless otherwise set forth in an Exhibit or Statement of Work, Service Provider agrees to provide services during local service hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Local legal holidays will apply.
9. Unless previously agreed to, Service activities scheduled for non-standard working hours require additional charges. As set forth below, Non - standard working hours are defined as follows:
 - a. Monday through Friday, before 8AM or after 5PM local service activity location time.
 - b. Saturday & Sunday (all day).
 - c. Legal Local Holidays.
 - d. Service Provider recognized Holidays, schedule available upon request for all non-standard working hours as defined above and for any hours billed by a Service Provider employee or contractor in excess of the hours required under local law such that they may be considered overtime hours, Client will pay Service Provider an hourly rate equal to the greater of time and a half of the then current hourly charges billed by Service Provider for such employee or contractor, or such multiple of the hourly rate as required under local law.

Pricing & Invoice Terms and Conditions

This project is a Time and Material pricing type with Separate expenses and a Bi-Weekly invoicing structure associated with it and as such the following terms apply to this project:

Pricing Terms

The pricing listed is estimated and the actual number of hours required to complete the service will be reflected on the invoice.

Expense Terms

Expenses are listed as a separate line item in the pricing table and are estimated. Client will be invoiced for actual expenses required to complete the service.

Invoicing Terms

Client agrees to be invoiced bi-weekly for any services rendered prior to the invoice date. Bi-Weekly labor and expenses may be invoiced separately.

For applicable Time and Materials engagements, Client agrees to be invoiced for actual time and materials up to 20% beyond the original estimate

Any adjustments to the scope, schedule, or deliverable as well as any changes in the estimated hours, expenses, or materials related to the project may result in the development of a Change Order (Exhibit B).

Section 6.0 SOW / Project Acceptance Summary

SOW Acceptance

Upon Client acceptance of the SOW Acceptance Page and delivery back to Service Provider, Service Provider will countersign the SOW Acceptance Page (upon Client request) and return copy to appropriate Client contact.

Project Commencement

1. Upon execution of the SOW Acceptance Page contained in Section 6 of this document, Service Provider will work with Client to finalize Project Commencement Date.
2. No project work will begin prior to execution of the SOW Acceptance Page contained in Section 6 of this document.

Project Acceptance

Upon completion of some or all of the service tasks listed in SOW# ENT200327003, Service Provider may present a form of Proof of Delivery, POD, to Client for the purpose of Client acknowledgement of services delivery. Proof of Delivery could include but is not limited to the list below.

1. The Acceptance for Services Delivered (ASD) form (see Exhibit A attached).
2. Client email acknowledgement of work completed.
3. Client faxed acknowledgement of work completed.
4. Signed proof of order agreeing to be invoiced.
5. Time sheet with hours worked.

Note: The acknowledgement form listed above will not preclude Client from contesting charges or Services delivered at a later date; it simply acknowledges the delivery of Service.

Important Note: Client shall have seven (7) business days to respond to the ASD. If, after seven days of request by Service Provider, there has been no Client response (Acceptance or Dispute), Service Provider will consider this as a statement of acceptance of the Services performed and Service Provider will invoice for these Services immediately.

Section 7.0 SOW Acceptance for SOW #ENT200327003

By signing this document, Client agrees to all sections of this Statement of Work and to provide full and timely payment for completion of this project per the terms and conditions of this Agreement.

1. Service delivery will be scheduled following Service Provider's receipt of this signed Agreement and, if applicable, the accompanying purchase orders (PO), unless otherwise agreed upon by Client and Service Provider.
2. The estimated dates for beginning and conducting the project will be mutually agreed upon by Client and Service Provider.
3. Client delays to the project schedule may incur additional costs.
4. Upon execution of this Agreement, please deliver signed Agreement to Account Manager and or Project Manager listed on page 2 of this document.

Client:

County of San Bernardino

Project Name:
SOW #:
SOW Revision:

ServiceNow Implementation
ENT200327003
1.0

ACCEPTED BY:
MoreDirect, Inc. d/b/a Connection

ACCEPTED BY:
County of San Bernardino on behalf of
Arrowhead Regional Medical Center

Name:

(Please Print)

Name:

(Please Print) Curt Hagman

Title:

(Please Print)

Title:

(Please Print) Chairman, Board of Supervisors

Signature:

Signature:

Date:

Date:

Please return entire document including the SOW Acceptance for SOW #ENT200327003 page.

Purchase Order# _____ OR check here ☐ if PO not required for billing purposes
 (Note: If neither option is entered, Account Manager will contact to verify before kickoff)

Section 8.0 Terms and Conditions

STANDARD TERMS AND CONDITIONS

These **Terms and Conditions** are entered into by and between Service Provider and Client.

1. Services & Statements of Work

The Services to be covered under this Agreement are set forth in one or more Statements of Work ("SOW"), together with any Exhibits, which shall reference this Agreement; and the terms and conditions contained herein will be a part of any such Statements of Work or Exhibits. In the event Client chooses to order products or services from Service Provider utilizing the Internet or Service Provider's website, the terms and conditions contained therein shall apply to any such products or services ordered. The cost, installation and functioning of all products not provided by Service Provider in rendering services hereunder, including, without limitation, electric power, electrical wiring, cabling, telephone equipment, computers, modems, printers, tables, etc. shall be Client's sole responsibility.

2. Pricing & Terms of Payment

- (a) The price for services to be provided will be set forth in Exhibits or SOWs. Service Provider may, after the initial term of an Exhibit of Statement of Work, increase charges for services by giving the Client thirty (30) days written notice.
- (b) All terms are net 30 days, unless otherwise specified in the SOW, contingent upon Client qualifying for credit with Service Provider. Should Client not qualify for sufficient credit with Service Provider, payment must be made via other acceptable form such as credit card or prepayment. Failure to pay within specified terms may at the option of Service Provider result in the suspension of the contract, imposition of interest charges at the rate of a 1.5% per month or the highest allowed by law, whichever is lower, and may result in the termination of the contract by Service Provider upon written notice.
- (c) The SOW shall specify whether the contract is based on a fixed price or hourly rate. All reasonable travel, lodging, car rentals, and meal expenses will be billed to the Client unless otherwise specified in SOW or Exhibit.
- (d) Any sales and use taxes shall be added to the invoice. In the event Client claims exemption from sales and use taxes, Client must provide Service Provider with the appropriate tax exemption certificate from the taxing authority.

3. Fees & Taxes

Client, at its expense, shall pay, discharge, and be responsible for, all licensee fees, business, sales, use, or other similar taxes or assessments charged or levied by reason of anything performed under this Agreement, excluding, however, all taxes and assessments applicable to Service Provider income or applicable to Service Provider property. If Service Provider is required to remit any fee, tax, or duty on behalf of or for the account of Client, Client will reimburse Service Provider within ten (10) days after Service Provider notifies Client in writing of such remittance.

4. Proprietary Rights

Except for any Deliverables as set forth in a SOW, Service Provider does not convey or transfer nor does Client obtain any right or interest in any of the software programs, systems, tools, data or materials or process utilized or provided by Service Provider in connection with the performance of this Agreement, including but not limited to the WebSPOC® software. Service Provider grants to Client a perpetual, royalty-free, worldwide right to use the technology imbedded in the Services.

5. Client Representations

Client represents and warrants to Service Provider that Client has the right to authorize Service Provider to repair and/or service all items of computer products, hardware or software, which are or become subject to this Agreement.

6. Client Responsibilities

Client, at its expense, shall:

- (a) Allow employees or agents of Service Provider reasonable access to the premises and facilities where the service is to be provided, and Client shall not require Service Provider's personnel to sign any document that has not been approved in advance by Service Provider.
- (b) Provide appropriate electric current for any necessary purpose with suitable outlets.
- (c) Provide safe, suitable and easily accessible floor space, adjacent to where service will be provided.
- (d) Provide suitable environmental conditions for installation as may be specified in a SOW.
- (e) Provide reasonable assistance to Service Provider as requested.
- (f) Use the Services only on or with equipment and software recommended by Client, or the applicable manufacturers and software providers.

Upon the failure of Client to comply with the responsibilities set forth in this Section ("Non-compliance"), Service Provider may, at its option, refuse to perform any service where Non-compliance has occurred until such Non-compliance has been cured to the reasonable satisfaction of Service Provider without any liability or obligation under this Agreement or any applicable law; provided further, that Service

Provider may charge Client at its then current labor rates for any service call at which no service was performed by Service Provider as a result of Non-compliance.

In the event Service Provider holds, stores, or provides storage services for any of Client's property, including but not limited to any computer hardware or products, Client is required to maintain insurance on such property at its own expense and shall provide Service Provider with a certificate of insurance naming Service Provider as an additional insured. In case of loss, Client's insurance shall be primary and Service Provider's coverage, if any, shall be non-contributory. Unless otherwise provided by an Exhibit, Service Provider has no liability for Client's property stored at Service Provider's premises.

7. Limited Warranty

(a) Computer & Technical Services. Service Provider shall provide computer and/or other technical services in a good workmanlike and professional manner consistent with current industry standards, and that such Services shall for a period of sixty (60) days following completion conform to the specifications in the Scope of Work. The foregoing limited warranty is contingent upon Client fulfilling the Client responsibilities set forth above and any other conditions that may be specified in the applicable SOW. All product and service completion schedules provided by Service Provider are estimates and are provided for planning purposes only.

In the event Client finds any Services provided hereunder to be defective or nonconforming during the warranty period, subject to the limitations set forth above, Service Provider shall promptly correct such Services to the reasonable satisfaction of Client in accordance with the specifications set forth in the SOW. In the event such corrected Services fail to comply with the specifications set forth in the SOW, then at Client's option, Service Provider shall again promptly correct such Services or shall reimburse to Client the payments made to Service Provider for such Services. The foregoing constitutes Client's sole remedy for Service warranty claims relating to computer and technical services.

To the extent Service Provider is supplying third party hardware or software as part of the Services, such hardware and software shall be provided with the manufacturers' or publishers' standard end user warranties, if any. Service Provider makes no independent warranties with regards to third party hardware or software.

(b) Personnel Services. Warranties, if any, relating to the provision of personnel placement and recruiting services will be as set forth in the applicable SOW.

8. Disclaimer of All Other Warranties

WITH THE EXCEPTION OF THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED UNDER LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT PROMISE THAT THE PRODUCTS OR SERVICES PROVIDED WILL BE ERROR-FREE OR THAT CLIENT'S COMPUTER PRODUCTS, HARDWARE OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.

9. Limitation of Liability

SERVICE PROVIDER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY SUCH EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SERVICE PROVIDER'S LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO SERVICE PROVIDER'S NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO SERVICE PROVIDER BY CLIENT FOR THE COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, PARTS OR SERVICE WHICHEVER IS LESS.

Service Provider shall not be responsible for damages caused by (i) accidents, misuse, misapplication, or neglect of Client or any of its agents or employees or as result of service by any person other than a Service Provider representative; (ii) placement or operation of computer products in an area that does not comply with manufacturer's published space or environmental requirements; or (iii) improper storage, use, and movement of any computer products to be serviced.

Internet/Transmission Disclaimer. Service Provider does not and cannot control the flow of data over the Internet or the integrity of the Internet (the global system of interconnected computer networks). Therefore, Service Provider disclaims all liability for loss of data, corruption of data, or inability to provide Services, as a result of disruptions, slowdowns, breakdowns, or other technical issues affecting the Internet.

10. Completion of Services

- (a) Completion of Services shall be documented by the Service Provider Acceptance Form – Exhibit A, which Client shall execute and return promptly. Services shall be deemed complete if Client fails to return the Acceptance Form within seven (7) days of the completion of Services by Service Provider. For products that do not require installation or Services an Acceptance for Services Delivered Form is not required and Acceptance shall occur upon delivery of products to Client.
- (b) If provided for in the Statement of Work, an Acceptance Plan may be co-developed by Service Provider and Client and used to determine successful completion of the deliverables and final acceptance.

11. Term

Unless otherwise stated herein, the term of this Agreement shall be from the execution of the SOW Acceptance Page until the client's acceptance of the completion of Services as described in Section 5 of this Agreement.

12. Right of Termination

(a) Service Provider:

If Service Provider is unable to furnish any parts or acquire technical data required to repair and/or service any item of computer hardware products, then Service Provider may cancel coverage for that item under the Agreement and Service Provider will refund payment for the remaining days of coverage under this Agreement, on a pro rata basis.

If, during the course of this Agreement, items of computer products experience an excessive failure rate due to age, discontinuance of spare parts availability from the manufacturer or other causes beyond Service Provider's control, Client agrees to replace or refurbish said Equipment at no charge to Service Provider. If Client fails to do so, Service Provider may, at its option, exclude such item from coverage by giving the Client thirty (30) days written notice.

(b) Mutual Rights of Termination:

Either party may terminate this Agreement at any time if the other party breaches any material provision hereof and fails within fourteen (14) days after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with diligence to completion.

After the initial term, unless dates are otherwise designated for specific services set forth in an Exhibit or Statement of Work, either Party hereto shall have the right to terminate this Agreement without cause, without penalty, and without liability for any damages as a result of such termination at any time giving the other Party at least thirty (30) days prior written notice of such termination. If either Party properly terminates the Agreement, Service Provider will provide a prorata refund for any advanced payment for the remaining days of coverage under the Agreement. Any funds so owed by Service Provider will be refunded in full within sixty (60) days after receiving written notice of contract termination. Notwithstanding any termination of this Agreement, Client shall be obligated to pay Service Provider for (i) all products and services provided by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination; and (ii) all incidental costs and expenses incurred by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination.

13. Personal Information

Service Provider represents and warrants to Client that in connection with the receipt, storage, use and/or transfer of Personal Information, it shall (a) at all times maintain the confidentiality of Personal Information provided Service Provider or otherwise disclosed to Service Provider in connection with the provisions of services under this Agreement, and (b) maintain appropriate security measures that are in compliance with data protection regulations promulgated under applicable state and federal laws of the United States. For the purposes of this section "Personal Information" means the first and last name or first initial and last name of an individual together with one or more of the following relating to such individual: (i) Social Security number; (ii) driver's license number/state-issued identification number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to the account.

14. Nondisclosure

- (a) Each party shall retain all rights to its Confidential Material. Each receiving party agrees to take such measures to prevent the unauthorized disclosure to third parties of Confidential Material, as it would take to prevent disclosure of its own proprietary or confidential information but in no event less than reasonable measures. To the extent practicable, information protected by this Agreement shall be marked "Confidential".
- (b) Except as required by law, disclosure will be limited to such employees and agents of receiving party as necessary for proper evaluation and provision of Services under this Agreement. In the event receiving party must secure the services of a third party for proper evaluation, receiving party shall obtain an agreement from such third party at least as restrictive as this Agreement. Receiving party shall disclose such agreements to other party upon request.
- (c) Confidential Material may not be used by the receiving party except as expressly permitted herein; no grant of license to use Confidential Material is given by this Agreement. This Agreement is subject to local and state open meetings and public records laws, including without limitations, the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, and California Public Records Act (Government Code Section 6250) (collectively, "Regulations"). Service Provider understands and recognizes that California law as to public records and transparency is applicable and Client will comply therewith. If Client seeks to disclose Service Provider (or its subcontractor or supplier's) Confidential Material (including trade secret, confidential commercial or financial information, Client must give written notice to Service Provider and permit Service Provider reasonable time to obtain a court order protecting such records.
- (d) Confidential Material shall not include the following: Information obtained by receiving party that (i) is or becomes generally known or available to the public through no breach by receiving party, (ii) is lawfully known to it at the time of receipt, (iii) is subsequently furnished to it lawfully by a third party without restriction, or (iv) is furnished by the originating party to a third party without restriction.
- (e) Confidential Material is provided "AS IS" and no warranties or representations are given and receiving party shall rely on such information at its own risk. The exchange of Confidential Material shall not obligate either party to enter into a business or other

relationship.

In the event a receiving party receives a subpoena, discovery request, other validly issued administrative or judicial process, or public records request for Confidential Material of the other party, it shall, to the extent legally permissible, immediately notify originating party in writing and, if requested by the originating party, tender to the originating party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving party will then be entitled to comply with the request to the extent permitted by law.

- (f) Service Provider may from time to time disclose information to the PCI Security Standards Council or a Qualified Security Assessor in order to remain in compliance with the credit card security standards. Such disclosure shall be permitted under this Section.
- (g) The parties acknowledge that unauthorized disclosure or use of Confidential Material may cause irreparable damage to the disclosing party for which monetary damages may not be adequate relief. Therefore, in addition to any other remedies it may have, the disclosing party shall be entitled to seek injunctive relief against actual or threatened unauthorized disclosure or use of Confidential Material.
- (h) Confidential Material shall be protected hereunder for a period of five (5) years following the termination of this Agreement.

15. Non-Solicitation of Personnel

Client shall not solicit for employment, directly or indirectly, the officers, employees, subcontractors or agents ("Personnel") of Service Provider who have performed duties in support of this Agreement during the term hereof and until eighteen (18) months after the earlier of: (a) the termination of such Personnel's engagement; and (b) the termination of this Agreement, unless explicitly agreed to in writing by the parties. No offer or other form of solicitation of employment will be made at any time when the employment of such Personnel is prohibited by this Agreement. Should Client solicit any Personnel for employment in violation of this Section, and should that employee subsequently become an employee of the Client, the Client agrees to reimburse Service Provider an amount equal to the salary and commissions, if any, earned by the employee during the last twelve (12) months while employed by Service Provider. Both parties agree that this amount represents reasonable compensation to Service Provider for its cost of recruiting and training and does not constitute a penalty. Such amount will be due and payable by the Client within ten (10) days of receipt of written demand from Service Provider. Nothing herein shall prevent an employee of Service Provider from responding to an employment advertisement or announcement of general circulation made by Client. The intention of this Section is to prohibit the active recruitment of Personnel.

16. Binding Agreement and Assignments

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not transferable or assignable without the prior written consent of the other party. Provided however, that such consent shall not be required in the event of an assignment made to an affiliate of either party or to a successor or purchaser in a merger, acquisition or sale or transfer of all or substantially all of the business, assets or equity of either party, provided that the successor/assignee is not deemed to be a competitor of non-assigning party.

17. Waiver

No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.

18. Subcontracting

Service Provider may subcontract for on-site services provided to Client. Such subcontracting will not release Service Provider from any of its obligations in this Agreement.

19. Force Majeure

Neither Party shall be liable for any failure, inability or delay to perform hereunder (except the payment of money), if such failure, inability or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strike, lockout, labor disturbance, social conflict, fire, explosion, earthquake or sabotage.

20. Notices

All notices herein provided for or which may be given in connection with this Agreement shall be by certified mail with postage prepaid and return receipt requested or personal delivery or facsimile.

If any such notice by Client to Service Provider, it shall be addressed to:

To: MoreDirect, Inc. d/b/a Connection
1001 Yamato Road
Suite 200
Boca Raton, FL 33431
ATTN: Vice President, Operations

Copy: Connection, Inc.
730 Milford Road
Merrimack, NH 03054

ATTN: Legal Department

And if given by Service Provider to Client such notice shall be addressed to:

Client: Co of San Bernardino on behalf of Arrowhead Regional Medical Center
 Attn: Associate Hospital Administrator, Information Technology
 Address: 400 N Pepper Ave, Colton CA 92324

21. Dispute Resolution

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this project. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In the event the parties cannot reach a satisfactory settlement under the aforementioned process, they each agree to present the dispute to non-binding mediation before a mutually agreeable neutral mediator at a mutually agreeable neutral site. If mediation is not successful, the parties may proceed to binding arbitration or litigation.

22. Governing Law

This Agreement shall be interpreted and governed by the laws of the State of California without giving effect to choice of law provisions.

23. Attorneys' Fees

The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees and related costs.

24. Independent Contractor

Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

25. Entire Agreement

This Agreement sets forth the entire Agreement and understanding between the Parties with respect to the subject matter hereof and replaces any prior oral or written communications. The attached Exhibits hereto are made a part of this Agreement. This Agreement shall not be supplemented, modified or amended except by a written instrument signed by duly authorized representatives of Client and Service Provider, respectively, and no other person has or shall have the authority to supplement, modify or amend this Agreement in another manner.

26. Severability

In the event any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

27. Headings and Interpretations

The headings of the Sections of this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement. The use of the masculine pronoun herein shall, where the context so indicates, be deemed to include the feminine and the neuter and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

28. Order of Precedence

In the event of any conflict or inconsistency of terms among the various documents that, at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and conditions thereof: (i) this Agreement; (ii) any exhibits or Statements of Work; (iii) change authorizations and/or orders executed by the parties; and (iv) purchase orders and/or statements of work executed by the parties. Any preprinted terms and conditions in any Client purchase order shall be deleted and be void and of no effect.

29. Counterparts

This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each party's designated signatory.

IN WITNESS WHEREOF, the County of San Bernardino and MoreDirect, Inc. d/b/a Connection have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO on behalf of Arrowhead
Regional Medical Center



Curt Hagman, Chairman, Board of Supervisors

Dated: _____

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

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

By _____

Deputy

MOREDIRECT, INC. D/B/A CONNECTION

By _____



(Authorized signature - sign in blue ink)

Name _____

(Print or type name of person signing contract)

Title _____

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

County Counsel, Bonnie Uphold
Date _____

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department

Director, William L. Gilbert
Date _____

Exhibit A Acceptance of Services Delivered for SOW #ENT200327003

Client: County of San Bernardino on behalf of Arrowhead Regional Medical Center _____

Date: [Click here to enter a date.](#)

Address: 400 N. Pepper Ave
Colton, CA 92324

Proposal #: ENT200327003

Contact Name:

Phone:

Project Description/Work Performed:

Client Comments:

Your signature acknowledges that the services have been completed per SOW #ENT200327003 and approves Service Provider to Invoice for those services per the Pricing Terms and Conditions contained in SOW #ENT200327003.

ACCEPTED BY:
MoreDirect, Inc. d/b/a Connection

ACCEPTED BY:
**County of San Bernardino on behalf of
Arrowhead Regional Medical Center**

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Signature: _____

Date: _____

Date: _____

Please email completed form to **Ryan Anderson** at ryan.anderson@connection.com.

Exhibit B Change Order Form for SOW #ENT200327003

Client: County of San Bernardino on behalf of Arrowhead Regional Medical Center **Date:** [Click here to enter a date.](#)

Address: 400 N. Pepper Ave
Colton, CA 92324

Proposal #: ENT200327003

Change Order#:

Contact Name:

Phone:

Change Reason:

Change Description:

Change Impact & Risk:

Change Cost (+/- Original SOW Cost): \$

Client signature acknowledges that the change description outlined above, and any additional costs outlined will become a part of the terms of SOW #ENT200327003.

ACCEPTED BY:
MoreDirect, Inc. d/b/a Connection

ACCEPTED BY:
County of San Bernardino on behalf of
Arrowhead Regional Medical Center

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibit C Client Requirements for Onsite Service Providers

1. Compliance with Client Policy

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

2. Background Checks for Service Provider Personnel

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

3. Drug and Alcohol Free Workplace

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

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

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

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

4. Employment Discrimination

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

5. Environmental Requirements

In accordance with County Policy 11-08, the Client prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The Client requires Service Provider to use recycled paper for any printed or photocopied material created as a result of this Agreement. Service Provider is also required to use both sides of paper sheets for reports submitted to the Client whenever practicable. To assist the Client in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Service Provider must be able to annually report the Client's environmentally preferable purchases. Service Provider must also be able to report on environmentally preferable goods and materials used in the provision of their service to the Client, utilizing a Client approved form.

6. Licenses, Permits and/or Certifications

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

7. Air, Water Pollution Control, Safety and Health

Service Provider shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Agreement.

8. Damage to Client Property

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