



Contract Number
10-463-A.3

SAP Number
4400006111

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Vital Images, Inc.</u>
Contractor Representative	<u>Joshua Martinez</u>
Telephone Number	<u>952-487-9822</u>
Contract Term	<u>April 1, 2014, through June 23, 2023</u>
Original Contract Amount	<u>\$208,851</u>
Amendment Amount	<u>\$274,067</u>
Total Contract Amount	<u>\$482,918</u>
Cost Center	<u>7630</u>

Briefly describe the general nature of the contract: Amendment No. 3 to the Software Maintenance and Support Services Agreement with Vital Images, Inc. to update and maintain the Vitrea 3D workstation for imaging software for interventional radiology/neurology, increasing the contract amount by \$274,067, from \$208,851 to \$482,918, for the contract term of April 1, 2014, through June 23, 2023.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold, Deputy County Counsel

Date 6-16-20

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

William L. Gilbert
William L. Gilbert, Director

Date

6/16/2020

QUOTE

The County of San Bernardino RE: Arrowhead Regional Medical Center

TO:	FROM:	Quotation#:
Shannon Cundieff	Joshua Martinez	12783.13324A
Radiology Supervisor	Sr. Account Manager	Date: 6/16/2020
400 N Pepper Ave	Phone: (952) 487-9822	Valid Until: 6/30/2020
Colton, CA 92324	Mobile: 1 (208) 850-8981	Currency: US Dollar
United States	Fax: (952) 487-9779	Contract Direct
Phone: (909) 580-1572	Email: jmartinez@vitalimages.com	Affiliation:
Fax: 909-387-0406		
Email: cundieffs@armc.sbcounty.gov		

Initial Products & Services: \$110,150.00
Initial Maintenance & Support: 54,638.40
Initial Amount Due: \$164,788.40

Annual Maintenance: \$54,638.40
Term: 3 Years
Start Date: June 24, 2020
End Date: June 23, 2023

Initial Products & Services		
Item Name	Description	Qty
AV-VIT-VITREAADDLCCUSER	Vitreia, Additional Concurrent User <i>The concurrent user package allows one concurrent user access to basic advanced visualization tools to view and evaluate anatomy and pathology. One user license includes general advanced visualization vascular workflows and vessel probe. Included Applications: •CT Abdominal Analysis •CT Aorta Analysis •CT Circle of Willis Analysis •CT General Carotid Analysis •CT Larynx Airway Analysis •CT Musculoskeletal Analysis •CT Renal Analysis •CT Runoff Analysis •CT Urogram •MR Abdominal Analysis •MR Brain Tumor Analysis •MR Musculoskeletal Analysis •MR Vascular Analysis •VesselProbe •Global Illumination</i>	1
AV-VIT-PERFOPTPKG-USA-S	Vitreia, Vital Performance Option Pkg USA-System <i>The performance option package is a system license enabling diagnostic professionals access to common advanced visualization tools to view and evaluate anatomy and pathology. Included Applications: •Cerebral Aneurysm Analysis App-System •CT Body Perfusion App-System •CT Brain Perfusion 2D App-System •CT Brain Perfusion 4D App-System •CT Cardiac Analysis App-System •CT Cardiac EP Planning App-System •CT Cardiac Functional Analysis App-System •CT Colon Analysis App-System •CT Dual Energy Image App-System •CT EndoVascular Stent Planning App-System •CT Liver Analysis App-System •CT Lung Density Analysis App-System •CT Lung Nodule Analysis App-System •CT Multi-Chamber CFA App-System •CT Myocardial Perfusion USA App-System •CT SUREPlaque Software-System •CT TAVR Planning App-System •CT VScore App-System •Image Denoising Software-System •XA 3D Angio App-System</i> <i>Includes trade of:</i> VitreiaAdvanced, Vitrea Base App Pkg US-System serial #VESADLCC1307043-BSU VitreiaAdvanced, CT Brain Perfusion 4D App-System serial #VESADLCC1307043-B4D VitreiaAdvanced, CT Cardiac EP Planning App-System serial #VESADLCC1307043-VEP VitreiaAdvanced, CT Cardiac Functional Analysis App-System serial #VESADLCC1307043-VMC VitreiaAdvanced, CT SUREPlaque Software-System serial #VESADLCC1307043-VSU VitreiaAdvanced, XA 3D Angio App-System serial #5090114897-XAN	1
AV-MIR-NUCLEAR	Vitreia, Mirada Nuclear Medicine App	1
AV-MIR-NUCLEARADDL	Vitreia, Mirada Nuclear Medicine Add'l User	1
VA-HP-ENTSINGLESVR	Vitreia, Enterprise Single Server Hardware	1
VS-VIT-EDUNITS	Vital Services, Education Units	18

VS-VIT-RMT	Vital Services, Vital Consulting, Remote Hourly - <i>Installation</i>	60
VS-VIT-RMT	Vital Services, Vital Consulting, Remote Hourly - <i>Project Management</i>	19

New Software Maintenance & Support				
Item Name	Description	Qty	Start Date	End Date
VS-VIT-MSVAPREMIERINITMS Vital Services, SW M&S Enterprise, Premier	Vitrea, Additional Concurrent User	1	6/24/2020	6/23/2023
VS-VIT-MSVAPREMIERINITMS Vital Services, SW M&S Enterprise, Premier	Vitrea, Vital Performance Option Pkg USA-System	1	6/24/2020	6/23/2023
VS-VIT-MSVAPREMIERINITMS Vital Services, SW M&S Enterprise, Premier	Vitrea, Mirada Nuclear Medicine App	1	6/24/2020	6/23/2023
VS-VIT-MSVAPREMIERINITMS Vital Services, SW M&S Enterprise, Premier	Vitrea, Mirada Nuclear Medicine Add'l User	1	6/24/2020	6/23/2023

Existing Software Maintenance & Support				
Item Name	Description	Qty	Start Date	End Date
VS-VIT-MSVAPREMIERINITMS Vital Services, SW M&S Enterprise, Premier	VitreaAdvanced, One Concurrent User 5090114897-CCU	1	6/24/2020	6/23/2023
VS-VIT-MSVAPREMIERINITMS Vital Services, SW M&S Enterprise, Premier	VitreaAdvanced, VitreaCore Unlimited User CRB1302183	1	6/24/2020	6/23/2023
VS-VIT-MSVAPREMIERINITMS Vital Services, SW M&S Enterprise, Premier	VitreaAdvanced, One Concurrent Add'l User VESADLCC1307043-CCU	1	6/24/2020	6/23/2023
VS-VIT-MSVAPREMIERINITMS Vital Services, SW M&S Enterprise, Premier	VitreaAdvanced, Enterprise Enablement-System VESADLCC1307043-ENB	1	6/24/2020	6/23/2023
VS-VIT-ANNUALEDUNITSWR	Vital Services, Annual Education Units, With Renewal	36	6/24/2020	6/23/2023

This Quote includes Software Maintenance & Support. The tiers of Software Maintenance & Support include:

Vitrea® Advanced Visualization	Standard	Preferred	Premier
Software Updates and Upgrades	■	■	■
Rapid Response Remote Technical Support	■	■	■
Access to Vital U® Live Webinars	■	■	■
Access to Vital U Online Library	■	■	■
Standard Support Hours (Monday through Friday 7 a.m. - 7 p.m.)	■	■	■
Access to Online Technical Knowledgebase	■	■	■
Vital Customer Success Manager (CSM)	■	■	■
Hardware Support Assistance		■	■
24/7 Technical Support		■	■
Proactive System Activity Review with CSM		■	■
Education Credits*			■
On-site Assistance for Critical Issues**			■

* Education credits can be added to any tier at an additional cost.

** Critical issues qualify for onsite assistance when they meet all of the following criteria:

- Identified as residing within software provided by Vital
- Open longer than 24 hours
- Causes the enterprise system to be non-operational, in the reasonable judgement of Vital and the customer
- Has not been identified as a software defect that can be fixed by a software patch

Initial Professional Services:

These services, Vital Services, Vital Consulting, Remote Hourly, will be provided under Statement of Work #12783-0001, which is attached to this Quote and incorporated into it by this reference.

Transaction Details:

Customer hereby contracts to the following number of years of Extended Software Maintenance & Support: **3 Years**

The amount herein reflects settlement of past amounts due and outstanding.

Notes:

1. This quote is subject to and governed by the Software License Agreement included in Quote #1811A dated March 20, 2014 between Vital Images, Inc. and Arrowhead Regional Medical Center, Amendment No. 1 to Quote #1811A dated August 8, 2018, which was also referred to in Quote #11564 which extended the maintenance and support in Quote #1811A by one year and is seen as a second amendment to Quote #1811A by Licensee, and the attached Amendment, which we are calling Amendment No. 3 to Quote #1811A.
2. The parties acknowledge and agree that the County of San Bernardino Board of Supervisors has approved the SLA, as amended, and the terms of the SLA shall prevail over any terms in the Terms and Conditions to the extent they are different or additional.
3. This order sets forth all of the products and services being provided.
4. Any purchase order provided by Licensee is valid only for purposes of identifying the "bill to" and the "ship to" addresses. Any additional, conflicting or different terms are hereby expressly rejected.
5. Subject to credit approval, payment for initial products and services will be due **30 days** from Delivery. Future Software Maintenance & Support payments due at least **30 days** before the start date of the service period. Vital reserves the right to require prepayment if credit approval is not obtained.
6. Taxes, fees, and related expenses, such as sales tax, and import fees, are additional.
7. Purchaser represents and warrants that it has the full legal power and authority to bind end-user named above to the terms and conditions of this Quote and any attached Agreements.

Executed by authorized representatives of each party:

**The County of San Bernardino
RE: Arrowhead Regional
Medical Center**

Signature:

Curt Hagman

Name:

County of San Bernardino

Company:

Chairman, Board of Supervisors

Title:

Date:

JUN 23 2020

Vital Images, Inc.

Signature:

Name:

Karla

Company:

McDowell's Inc.

Title:

Date:

Digitally signed by Karla McDowell
DN: cn=Karla McDowell, o=Vital Images Inc, ou=Director of Revenue Accounting, email=kmcdowell@vitalimages.com, c=US
Date: 2020.06.16 09:40:24 -05'00'

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MCNELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By

Deputy

AMENDMENT NO. 3

To Quote #1811A

THIS AMENDMENT NO. 3 ("Amendment") to Quote #1811A (the "Quote") is by and between The County of San Bernardino on behalf of Arrowhead Regional Medical Center ("Licensee") and Vital Images, Inc. ("Vital Images") and is subject to the terms and conditions of the Software Maintenance and Support Services Agreement (the "Agreement") attached to such Quote.

Under this Amendment, the following items in the Quote and Agreement are modified as set forth below. Unless otherwise expressly stated, the changes below refer to the Agreement.

1. Article 4 ("Confidentiality") is restated as follows:

"Confidentiality. This Agreement is subject to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 6250) (collectively, "Regulations"). All information, including detailed price and cost information, is public information. If Vital Images, Inc. believes that any portion of this Agreement (including any attachments, amendments, SOWs, and SLAs), materials, or work product provided to Customer is exempt from public disclosure, Vital Images, Inc. must clearly mark that portion "Confidential" or "Proprietary". Vital Images Inc. also must include a brief description that identifies the recognized exemption from disclosure under the Regulations. Customer will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Information marked "Confidential" or "Proprietary" in its entirety will not be honored, and Customer will not deny public disclosure of any information so marked. Vital Images, Inc. represents that it has a good faith belief that such portions are exempt from disclosure under the Regulations and agrees to reimburse Customer for, and to indemnify, defend, and hold harmless Customer, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys' fees, expenses, and court costs of any nature arising from or relating to Customer's non-disclosure of any such information. If the receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the other Party, it will, to the extent legally permissible, promptly notify the other Party and if requested by the other Party, tender to the other 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."

2. Article 10.9 ("Indemnity and Insurance") is in addition to the prior language as follows:

"Indemnity and Insurance. Vital Images, Inc. agrees to indemnify, defend (with counsel reasonably approved by Customer and hold harmless Customer and its authorized officers, employees, agents and volunteers from any and all third party claims, actions, losses, damages and/or liability arising out of and to the extent caused by Vital Images' breach of this Agreement or the wrongful or negligent acts, errors or omissions except where such indemnification is prohibited by law. Without in anyway affecting the indemnity herein provided and in addition thereto, Vital images, Inc. shall secure and maintain throughout the Agreement term insurance as set forth in accordance with Schedule A, attached hereto and incorporated herein. Customer is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

Vital Images, Inc. shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- i. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Vital Images, Inc. and all risks to such persons under this contract. If has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage may be waived by

Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

ii. Commercial/General Liability Insurance – Vital Images, Inc. shall carry General Liability Insurance covering all operations performed by or on behalf of Vital Images, Inc. providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations (Products and Completed Operations may be written on a separate policy).
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

iii. Automobile Liability Insurance – Primary insurance coverage for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Vital Images, Inc. is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Vital Images, Inc. owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iv. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

v. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of two (2) years after contract completion.

Additional Insured – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – Vital Images, Inc. shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Vital Images, Inc. and Vital Images, Inc. employees or agents from waiving the right of subrogation prior to a loss or claim. Vital Images, Inc. hereby waives all rights of subrogation against Customer.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.

Severability of Interests – Vital Images, Inc. agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Vital Images, Inc. and Customer or between Customer and any other insured or additional insured under the policy.

Proof of Coverage – Vital Images, Inc. shall furnish Certificates of Insurance to Customer Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, and Vital Images, Inc. shall maintain such insurance from the Vital Images, Inc. time commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Vital Images, Inc. shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the contract.

Insurance Review – Insurance requirements are subject to periodic review by Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer."

3. The County Standard Terms and Conditions are hereby attached to this Amendment 2 as Exhibit A.

Except as expressly set forth in this Amendment, the Quote and its terms and conditions shall continue, unmodified, in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

Executed by authorized representatives of each party:

**The County of San Bernardino
RE: Arrowhead Regional
Medical Center**

By:

Name: Curt Hagman

Company: County of San Bernardino

Title: Chairman, Board of Supervisors

Date: JUN 23 2020

Vital Images, Inc.

By:

Name: Karla McDowell

Company: Vital Images, Inc.

Title: Director of Revenue Accounting

Date: 2020.06.16 09:41:10 -05'00'

Digitally signed by Karla McDowell
DN: cn=Karla McDowell, o=Vital Images Inc, ou=Director of Revenue Accounting, email=kmcdowell@vitalimages.com, c=US
Date: 2020.06.16 09:41:10 -05'00'

IF THE COUNTY OF SAN BERNARDINO BOARD OF SUPERVISORS (BOARD) HAS APPROVED A CONTRACT FOR THE GOODS AND/OR SERVICES BEING PROVIDED UNDER THIS PURCHASE ORDER, AND THE CONTRACT CONTAINS ADDITIONAL AND/OR DIFFERENT TERMS THAN THOSE LISTED IN THE PURCHASE ORDER, THE TERMS OF THE BOARD APPROVED CONTRACT WILL PREVAIL.

Providing goods and/or services pursuant to this Purchase Order reflects Vendor's acknowledgment of, and agreement to be bound by, the following Terms and Conditions:

1. INVOICES: Invoice each purchase order separately. Items on this purchase order must not be billed with those on other purchase orders. No charge for packing or drayage will be allowed except when specified on order and evidenced by a copy of the freight bill attached to the invoice. A freight bill must accompany invoices whenever freight charges are prepaid and added to the invoice. Purchase order number and consignee must be clearly shown on all invoices, shipping documents, shipments, correspondence, and related papers.

2. PAYMENTS: Payments shall be made, upon submission of itemized invoices of the prices stipulated, for supplies delivered and accepted or service rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made when authorized by the Purchasing Agent.

Note: To expedite payment of the invoice, mail or email the invoice to the "Bill To" address shown on the purchase order promptly, and include the purchase order number on the invoice.

If for any reason, an over-payment is made, we require prompt refund via your properly referenced check, in order that we can expedite clearing of the overpayment through our accounting system.

3. DEFICIT REDUCTION ACT OF 2005, SECTION 6032 IMPLEMENTATION: As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program (fMedi-Cal), providers must comply with the False Claims Act Employee Training and Policy Requirements in 1902 (A) of the Social Security Act (42 USC 1396 (A) (68)), set forth in that subsection and as the Federal Secretary of Health and Human Services may specify.

4. INSPECTION: All materials and workmanship are subject to inspection and test by the County for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this order, the County shall have the right either to reject the items or require correction. Defective articles or services shall be removed from the County premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor of responsibility for compliance with specifications. Final acceptance shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.

5. RESPONSIBILITY: Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered to the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.

6. CHANGES: This purchase order may, at any time, by written order, be changed as to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms, or any other matters affecting a valid order. In the event such change causes an increase or decrease in cost of performance hereunder, an equitable adjustment will be made for the cost, subject to the written approval of the Purchasing Agent. No change or other modification to this purchase order, by invoice, shipping documents or other communication, shall be binding upon the Purchasing Agent unless accepted in writing.

7. VARIATIONS-QUANTITIES: No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except pursuant to written change order so authorizing, and no change in cost shall be valid unless so ordered.

8. TERMINATION: This purchase order may be terminated in whole or in part at the end or during any fiscal year by written notice to Vendor for any reason including insufficient funding. Such termination shall be effective in the quantity, manner, and time specified in such notice and the County shall be liable at the stipulated price for only such materials and/or services as have been delivered, and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination, and failure of the Vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.

9. LIABILITY: The County shall not be responsible for any damages that may be claimed by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees, or for damage to any property of the Vendor or that may arise or result at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, proximately, by reason of, or in the course of carrying out this purchase order. The Vendor shall assume full responsibility for the result of any claim arising under this purchase order, and the Vendor shall indemnify, defend, and hold harmless the County, all officers and employees thereof, from all damages, costs, or expenses, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this purchase order.

10. DELAYS-DAMAGES: In the event the Vendor fails to perform this purchase order within the time specified, if any, or a reasonable time after placement of the order, the Purchasing Agent may, by written notice, order the Vendor to cease further deliveries and may hold the Vendor liable for any damage caused the County by reason of such delay. Periods of performance may be extended if the facts as to the cause of the delay justify such extension in the opinion of the Purchasing Agent.

11. COMPLIANCE: The articles covered by this purchase order or contract must conform to safety orders of OSHA, CALOSHA, and/or NIOSHA and applicable Safety Data Sheets.

12. ELECTRONIC FUNDS TRANSFERS: Vendor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

13. CONTRACTOR'S LICENSE: Unless otherwise qualified, Vendor agrees for the period of any agreement formulated that a total price more than \$500.00 for any public work requires an active Contractor's License Number. It is the Vendor's responsibility to make sure that their license is active, valid and on file with the department to which the services are being provided. If Contractor is not licensed as required, Contractor will not be paid for any work performed in violation of this requirement.

14. INSURANCE: County self-insures goods upon title of goods being transferred to County. Prior to commencement of work, Certificates of Insurance shall be delivered and approved by the County Department to which products or services are being provided. Commencement of work prior to delivery and approval of Certificates of Insurance shall not act as a waiver of the Terms and Conditions attached hereto and may be treated as a material breach of this agreement. The required insurance policies shall have coverage limits of at least \$1,000,000.00 per claim or occurrence and a \$2,000,000.00 general aggregate. Additional or other insurance may be required by addendum.

15. PREVAILING WAGE: Where labor is required for public works as part of any requirements covered by this purchase order and as such is defined by the California Labor Code, Vendor shall pay no less than the applicable prevailing wages specified.

16. COMPLIANCE WITH LAWS: Vendor shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and Vendor agrees to hold the County, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees and damages resulting from failure of compliance.

17. NONDISCRIMINATION: By acceptance of this purchase order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all anti-discrimination laws of the United States and the State of California. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, disability or sex. If the County finds that the above provisions have been violated, the same shall constitute a material breach of contract and the County through the Purchasing Agent may determine to cancel, terminate or suspend the purchase order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the purchase order, the County shall at its option and in lieu of cancellation, termination or suspension of this purchase order, be entitled to liquidated damages pursuant to California Civil Code section 1671 of the greater of ten percent (10%) of the purchase order amount or One Thousand Dollars (\$1000).

18. GOVERNING LAW AND VENUE: This purchase order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this purchase order, and further agrees and consents that venue for any action shall be exclusively in the County of San Bernardino, California.

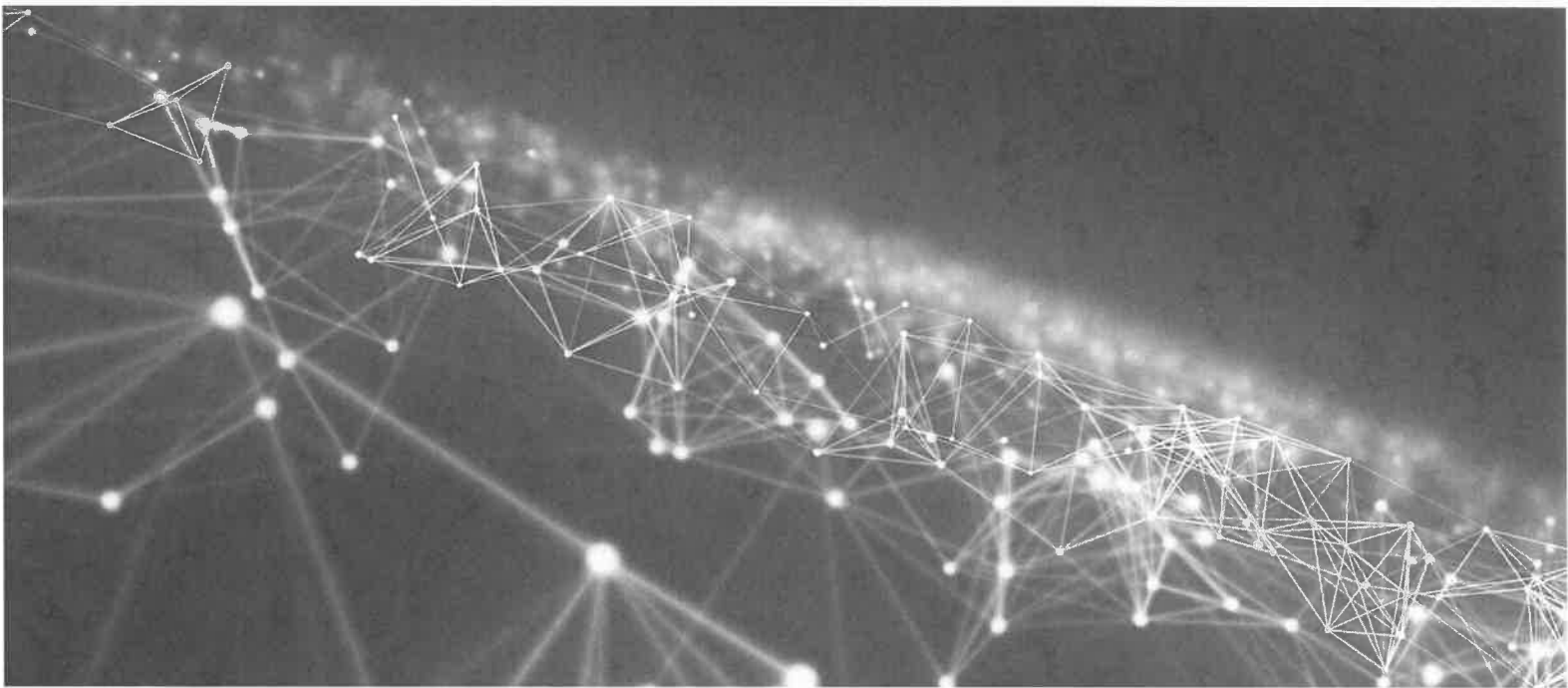
19. ASSIGNMENT AND DELEGATION: Vendor shall not assign its rights or delegate its duties under this purchase order without County's prior written authorization and any assignment or delegation without such authorization shall be null and void and shall constitute a material breach of this purchase order. The Purchasing Agent may immediately cancel or terminate the purchase order.

20. MOST FAVORED CUSTOMER: Vendor represents that the prices charged the County in this purchase order do not exceed existing selling prices to other customers for the same or substantially similar articles or services for comparable quantities under similar terms and conditions.

21. COVENANT AGAINST GRATUITIES: The offering of gifts, excluding token gifts of a promotional or advertising nature, or gratuities by the Vendor or any agent or representative of the Vendor is strictly prohibited. The Vendor warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the County with a view toward securing this purchase order or favorable treatment with respect to any determination concerning this.

Enterprise Imaging Solution

Statement of Work #12783-0001C



**Prepared For: The County of San Bernardino
RE: Arrowhead Regional Medical Center**

September 25, 2019

Version 1.0

V i T A L®

Canon
CANON GROUP

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1. Introduction

This document describes the work to be performed by Vital Images, Inc. on behalf of The County of San Bernardino ("Arrowhead Regional Medical Center") to support the reinstallation of VitreaAdvanced to a new physical environment. Vital's implementation methodology is based on a partnership with our clients, working closely with Arrowhead Regional Medical Center's sponsor and project leads.

Vital's implementation process is divided into the following phases:

- Initiation
- Planning
- Deployment
- Transition

The scope, deliverables, assumptions, and dependencies for each phase are described in this document, focusing primarily on the work that will be performed by Vital Images.

This document in conjunction with the number of implementation hours identified in the quotation outlines the services to be provided to Arrowhead Regional Medical Center.

2. Scope

2.1 In Scope

- Remote reinstallation of VitreaAdvanced (VA) to the latest version of 7.x software on Arrowhead Regional Medical Center's physical production Enterprise Single Server at one data center.
- Remote installation and configuration of PACS contextual launch integration on the new VitreaAdvanced 7.x production environment.

2.2 Out of Scope

- Hardware installation, operation, and maintenance
- Operating System installation
- LAN and WAN set-up and configuration
- Data migration
- Domain User & Group setup
- External access setup
- Purchase of SSL certificate
- Purchase of RDS user or device CALs
- Firewall configurations
- Integrations with any RIS, HIS, EMR, PACS or other systems not identified as "In Scope"
- Installation or configuration of software at sites beyond the Arrowhead Regional Medical Center datacenter
- Configuration of modalities to send DICOM data to the VitreaAdvanced system
- Any additional items not identified as "In Scope" above.

2.3 Project Deliverables

Project Deliverables	Deliverable Description
Reinstallation of VitreaAdvanced (VA) software components – Production	<p>Vital will remotely install VitreaAdvanced version 7.x on Arrowhead Regional Medical Center identified production server in a new physical environment.</p> <p>The VitreaAdvanced production components include:</p> <ul style="list-style-type: none">• 1 Enterprise Single Server with 3 concurrent user licenses applied.<ul style="list-style-type: none">○ SQL Express will be installed automatically and will be local to the Enterprise Single Server.○ Storage will be local to the Enterprise Single Server. Remote storage is not supported. <p>Installation will be documented, and all documentation will be delivered to Arrowhead Regional Medical Center. Installation will take place at a single data center.</p>
Contextual Launch PACS Integration – Production	<p>Vital will install a URL interface for one instance of the production PACS to invoke. This interface will provide single sign-on and study launch in context with PACS.</p> <ul style="list-style-type: none">• A domain is required for the Integration configuration.

2.4 Hardware Validation

Upon receipt of notification that the Arrowhead Regional Medical Center team has stood up and configured the required hardware/VMware to support the proposed solution, the Vital implementation team will perform a hardware validation exercise to include the following:

- Actual server counts match the solution specification documentation
- Each server has the correct CPU/RAM/Drive configuration and video card(s).
- Measure Physical I/O and IOPS for each server and storage component
- Network connectivity and performance where necessary at appropriate levels per the published specs.

3. Assumptions & Dependencies

3.1 Assumptions

Assumption ID	Assumption Description
1	<p>For the duration of the Implementation, Arrowhead Regional Medical Center will provide the following staff:</p> <ul style="list-style-type: none"> Arrowhead Regional Medical Center will assign a project manager(s) to work with the Vital team. The Project Manager will provide (a) information and resources in a timely manner as needed by Vital to enable Vital to complete the Service described in this document; and (b) will be readily available offsite and onsite as and when required by Vital for the duration of the Implementation. The Project Manager will be responsible for receiving any Deliverables and will secure and provide any needed approvals on behalf of Arrowhead Regional Medical Center. Technical staff responsible for the server, DICOM source systems, IP network, and security infrastructure who will respond in a timely manner as required to meet project timelines.
2	Arrowhead Regional Medical Center will be responsible for installing client side VitreaAdvanced functionality on user workstations.
3	Arrowhead Regional Medical Center will provide timely, written approvals upon the successful completion of project milestones including installation.
4	All project management tasks will be performed remotely.
5	Arrowhead Regional Medical Center will coordinate system downtime with users.
6	Arrowhead Regional Medical Center will be responsible for providing the required SSL Certificate, if needed.
7	SQL Express will be installed automatically by Vital and will be local to the Enterprise Single Server.
8	Storage will be local to the Enterprise Single Server. Remote storage is not supported.
9	Arrowhead Regional Medical Center will be responsible for providing user or device RDS CALS.
10	Data Migration is not supported.
11	VPN is the only supported remote access model for users; Remote Desktop Gateway is not supported.
12	Only 1 Domain is supported.
13	Vital assumes all Arrowhead Regional Medical Center sites are using (or will be using) a single PACS instance and that only a single integration is necessary.
14	A Domain is required for PACS integration configuration.
15	Arrowhead Regional Medical Center will engage their PACS vendor when, and if appropriate, to configure and test storing to and query/retrieving studies from said vendor.
16	Arrowhead Regional Medical Center will engage PACS vendor when and if appropriate to install, configure, and test the contextual launch integration.
17	Critical: Service account Vitrea-Admin <u>must</u> be configured to <u>never expire or change</u> . If it does expire/change, a complete reinstall of the product will be required when the password stops working. This will be a billable event.

Assumption ID	Assumption Description
18	All work will be completed during Vital's normal business hours: Monday-Friday (8:00 a.m. – 5:00 p.m. CST). Requests for work outside of these hours will incur additional costs and a change order and quote for such work will be required.

3.2 Dependencies

Dependency ID	Dependency Description	Expected Level of Service
1	Server will need to be properly installed and configured by the scheduled dates.	Hardware is racked, installed, connected to the LAN/WAN and configured prior to VitreaAdvanced software installation.
2	New Vitrea server must meet Vital's technical specifications.	Site will ensure that the Hardware/VMWare specs are met according to the VitreaAdvanced version being installed.
3	Arrowhead Regional Medical Center IT resources will need to be available to support questions and issues related to the installation.	Arrowhead Regional Medical Center IT will be available for planning calls, key decisions, and support during the technical installation process.
4	Arrowhead Regional Medical Center will be responsible for completing the Installation Planning Document two weeks prior to the start of the VitreaAdvanced installation. This document is used to collect technical information on the server required for the installations.	Installation Planning Document completed by client and delivered to Vital Images at least 2 weeks prior to install. Completing later than 2 weeks prior to installation will result in rescheduling the installation.
5	If deploying on a domain, Arrowhead Regional Medical Center will configure the required Domain Users and Groups by the scheduled dates.	Site will follow instructions outlined in the "Enterprise Single Server Installation Guide.pdf." This document will be provided by Vital.
6	Arrowhead Regional Medical Center will ensure the OS on Vitrea server meets Vital's requirements. Any changes/upgrades to the OS on the Vitrea server is the responsibility of Arrowhead Regional Medical Center.	Site will ensure that the Vitrea server Operating System requirements are met according to the VitreaAdvanced version being installed.

4. Change Management

A change request form will need to be completed for any change to scope, requirements, technical components, or any other decision agreed to by both parties in the planning process that impacts the schedule and/or costs for the project. The change request form will include:


- Description of the requested change
- Actions required to execute the change
- Estimated impact to schedule and cost
- Signatures/approvals by both parties

5. Sign-off


This Statement of Work is part of and subject to the terms and conditions of Quote #12783.

Executed by authorized representatives of each party:

The County of San Bernardino
RE: Arrowhead Regional Medical Center

By: 
Name: Curt Hagman
Company: _____
Date: JUN 23 2020

Vital Images, Inc.

By: 
Name: Karla McDowell
Company: Vital Images, Inc.
Date: _____

Digitally signed by Karla McDowell
DN: cn=Karla McDowell, o=Vital Images Inc, ou=Director of Revenue Accounting, email=kmcdowell@vitalimages.com, c=US
Date: 2020.06.16 09:41:46 -05'00'