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Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William Gilbert
Telephone Number	909 580-6150
Contractor	Soft Computer Consultants, Inc.
Contractor Representative	Gilbert Hakim
Telephone Number	727-789-0100
Contract Term	January 1, 2021 through December 31, 2025
Original Contract Amount	
Amendment Amount	
Total Contract Amount	\$596,938.08
Cost Center	9174004200

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to designate a contractor of choice to provide blood bank software and services (collectively, "Services") to Arrowhead Regional Medical Center ("ARMC"); and

WHEREAS, the County conducted a competitive process through Request for Proposal No. MCR 19-31 to find a contractor to provide these Services,

WHEREAS, based upon and in reliance on the representation of Soft Computer Consultants Inc. dba SCC Soft Computer (also identified as "SCC" or "Contractor" herein), the County finds Contractor qualified to provide these Services; and

WHEREAS, the County desires that such Services be provided by Contractor, and Contractor agrees to provide these Services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 "**Board**" The San Bernardino County Board of Supervisors

- A.2** **“Contract”** This Contract between the County and the Contractor consists of this executed agreement, including Attachment A – Project Timeline, Attachment B - Business Associates Agreement, Attachment C – Business Associates Addendum for Cloud Services – Software as a Service (SaaS), Attachment D – Service Level Agreement, and Attachment E – Cost Proposal or Quote.
- A.3** **“Contractor”** Soft Computer Consultants, Inc. dba SCC Soft Computer with a principal place of business at 5400 Tech Data Drive, Clearwater, FL 33760 (also referred to in the Service Level Agreement as “SCC”)
- A.4** **“County Data”** means all data, content, material, or other information provided by County to Contractor, directly or given access by County for use in connection with the Services.
- A.5** **“Documentation”** means the user guides, online help, release notes, training materials and other documentation provided or made available by Contractor to County regarding the use or operation of the SaaS Services.
- A.6** **“EHR”** Electronic Health Records.
- A.7** **“LIS”** **Laboratory Information System Services** The requested services described in this Contract.
- A.8** **“Subcontractor”** An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- A.9** **“Software”** means the object code version of any software to which County is provided access as part of the Service, including any updates or new versions, under this Contract.
- A.10** **“SaaS Services”** refer to the specific Contractor’s internet-accessible service identified in Attachment E - Cost Proposal or Quote that provides use of Contractor’s identity/access management Software that is hosted by Contractor or its services provider and made available to County over a network on a term-use basis, as well as any related Hardware.

B. CONTRACTOR RESPONSIBILITIES AND WARRANTIES

- B.1** Contractor shall develop and provide to County a Blood Bank Software System (“System”), deployed in Software as a Service (“SaaS”) model with the following minimum requirements, functionality, and specifications:
- **Minimum System Criteria:**
 - The System must have a demonstrated history of having been implemented successfully for similar size hospitals as ARMC who have Epic for EHR and Epic LIS Beaker Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must have a demonstrated history of successfully replacing the Meditech - the Transfusion Services module (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be FDA compliant (current FDA 501(k) clearance) (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System’s technical infrastructure must meet or exceed the information technology specifications of ARMC as determined by ARMC’s Information Management Department; (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System should be able to support customization during implementation with Epic and Beaker (Per SCC response to the RFP submitted to Arrowhead on

2/21/20)

- The System must support a full range of bar code technologies, including ISBT symbology(Ok per RFP)
- The System must be able to support and be concurrently used by at least ten (10) ARMC staff members, and capable of being used by at least 30 core staff (Yes, the system is capable of supporting ten (10) ARMC staff members concurrently and capable of being used by at least 30 core staff.)
- Transfusion Services Application Functionality:
 - *Regulations and Standards:* The System must able to manage, at a minimum, the following listed procedures and testing performed on blood products, with a minimum volume and usage capacity as set forth below, and must comply with all applicable regulations and guidelines of the CLIA , FDA, CAP, AABB, and Joint Commission. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - Routine Tests:
 - Blood Type
 - Antibody Screen (LISS, PeG, pre-warmed technique)
 - Antibody Identification (full/selected cells panel LISS, Peg, pre-warmed technique)
 - Crossmatch (XM) (100% serological XM/might move to electronic XM in future)
 - Direct Antiglobulin Test (DAT IgG and C3b, C3d manual only)
 - Elution (Manual only)
 - Antibody titers (Manual only/might move to automatic platform in future)
 - Antigen typing (donor and recipient)
 - Cord Blood Study/Newborn type and DAT
 - Fetal Maternal Screen B (Yes, the Routine Tests listed above are supported in SCC SoftBank based on test setup.
 - Test Volume (annually):
 - ABO/Rh - 23,168
 - Antibody Screen - 15,310
 - Auto Control - 14,328
 - Antibody Identification - 468
 - Immediate Spin Crossmatch - 8883
 - AHG Crossmatch - 558
 - Direct Agglutination Test - 314
 - Elution - 157
 - Titration - 44
 - Antigen Typing - 689
 - Fetal Maternal Screen 97 (yes, the above volumes are supported based on recommendations in the "SCC Cost Proposal")
 - Blood Bank Products usage (annually)
 - Red Blood Cells – 5,571
 - Plasma – 2,036 (modified thaw product not registered with FDA)
 - Platelet apheresis – 833
 - Pooled Cryoprecipitate – 115 (Modify thawed product – not registered with FDA)
 - Rh Immunoglobulin – 215 (Yes the above volumes are supported based on recommendations in the "SCC Cost Proposal")
 - *Notifications and Warnings:* The System must provide alerts (audio/visual), warnings, and hard-stops to prevent user errors; it must also provide limited override capabilities for unusual events. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to extract special comment (Irradiated/CMB

- Neg/Leukoreduced/ HgbS Neg/HLA Matched/Jehovah's Witnesses) from Epic EHR order inquiry and "display and alert" for the user of the System. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - *Labels and Bar Codes*: The System must be able to scan and print barcode labels for specimen label (includes Epic/Beaker), ISBT donor unit and crossmatch tag. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- Blood Products
 - The System must provide tracking-audit trail from products receiving into inventory to final disposition which includes modification, emergency issue. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to handle product from autologous and direct donor and connect to designated recipient. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must allow a process to upload ISBT 128 product codes from the ICCBAA (International Council for Commonality in Blood Bank Automation) database. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must support direct ISBT label printing and generate custom ISBT product label by printer provided by Contractor. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must allow aliquoted blood products into inventory. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- Collections/Specimens Inquiry:
 - The System must be able to track the blood bank specimen from orders generated by ARMC Epic, integrate to Epic Beaker and the Blood Bank Software – include order > collection > receiving > process status > specimen expiration. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- Patient Blood Bank History:
 - The System must be able to provide data conversion from Meditech (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to maintain an internal blood bank patient record (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must keep an audit trail of editing of a patient's history (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must provide a template to create a Transfusion Reaction profile (includes donor information) in Blood Bank history and Epic EHR. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to link Blood Bank information from a patient's current/previous visits and mother and newborn orders. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must provide a back-up patient history module during system downtime (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- Quality Control ("QC"):
 - The System must be able to enter and track reagent QC, instrument QC, and QC by lot number. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must allow the entry of proficiency test specimen e.g. CAP or internal competency. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- Rules and Processing: The System must be able to handle reflex testing (includes the rule for electronic crossmatch). (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- Results:
 - The System must provide a standard operating procedure for pathways on each

- process/result entry. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must allow user to switch between functions easily or to operate multiple session. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must allow process and/or result entry on the same specimen by multiple users simultaneously. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must support batch result entry for donor testing/specimen testing. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must accept canned message. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- Result Inquiry and Viewing
 - The System must be able to provide hematology/coagulation testing results without switching to Epic Beaker during crossmatch blood, assign product and issue blood products. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must provide audit trail from Epic EHR ordering to final deposition of the donor products. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- System Integration Connectivity and Interfaces
 - The System must be able to accept registration interface messages from Epic EHR (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to accept HL7v2 messages for orders. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to support sending HL7V2 message for results (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to supports orders and results interfaces to Epic EHR and Epic LIS beaker. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to supports billing interface to Epic EHR (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must include outreach functions that can interface with potential clients outside ARMC (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to accept separate Universal Service Numbers for pediatric and adult patient product requests (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to accept separate Universal Service Numbers for product requests milliliters (mLs) and units. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to accept the same Universal Service Numbers for multiple unit requests. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to send the ISBT Unit Number and full 8digit ISBT Product Code for allocated blood products. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The system must be able to automatically discontinue the prepare order without additional steps when an order is discontinued in Epic. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System should be able to send back unsolicited result messages to Epic. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System should be able to transmit the expiration date and blood type of a unit to Epic. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)

- The System should have a bidirectional interface with one blood bank automatic analyzers (e.g. Immucor - Lumena; Ortho - Vision; Bio-Rad - IH 500; Griflos - Erytra Eflexis). (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System should provide for storage of archival data from automatic analyzers. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must interface with Epic Beaker to extract laboratory data that link to blood product orders. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must have a results interface that includes LOINC code fields. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - Reporting:
 - The System must allow ARMC users of the System to have custom reporting capabilities and be able to save the custom report for future use. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must provide ARMC users of the System the ability to extract and import data from/to Epic. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must provide flexible choices for reporting frequency and timing. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must not require a third party to write reports. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - Billing:
 - The System must be able to charge and credit tests and products. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be capable of linking billing across Epic EHR to ARMC's billing system. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
 - The System must be able to support standard billing code e.g. CPT, ICD9/10, etc. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- B.2** Contractor must provide data conversion from ARMC's preexisting Meditech Blood Bank Data into the System. (Per SCC response to the RFP submitted to Arrowhead on 2/21/20)
- B.3** Implementation: Subsequent to the execution of this Contract by both parties, Contractor and County will each assign Project Coordinator(s) who will be the other's main contact during the implementation process. Subject to Section B.5, the Project Coordinators will schedule an Implementation Welcome Call. During this call, the relationship between the parties will be detailed through the development of a firm schedule for all implementation tasks along the lines of the timeline set forth in Attachment "A," with actual dates finalized by ARMC's personnel working with members of the Contractor's implementation team. Contractor may not change its Project Coordinators without County's consent and, if it does so, Contractor shall, at its own expense, replace and educate its Project Coordinator so the individual is adequately informed with regard to the scope and requirements of the development of the System under this Contract.
- B.4** The parties acknowledge and agree that due to uncertainties surrounding the COVID-19 pandemic affecting the United States at the time of execution hereof, Contractor shall commence onsite services at such time as both parties are reasonably comfortable such services can be provided in a manner that is safe and appropriate for the employees of the parties.
- B.5** Contractor shall provide advice, assistance, guidelines, and support during the validation process to achieve operation and performance qualifications for interface with Epic HER, Beaker, middle-ware (DI), blood bank automatic analyzers and ARMC billing system. This will include, at a minimum, Contractor providing to ARMC the following:
- Certification that Contractor has conducted a System configuration and module testing review and has determined ARMC's readiness to move into validation;

- Overview of the validation process;
- Instructions on how to begin validation;
- Providing validation checklists;
- Providing validation template examples and blank templates;
- Providing validation summary examples;
- Providing version implementation approval sheets; and
- Guide ARMC in completing end to end testing for the System.

B.6 Contractor shall ensure that the System has a persistent test environment, which accurately reflects the production environment.

B.7 Contractor shall provide to ARMC the following peripherals, title of which passes onto County at the end of the five (5) year term of the Contract.

<u>Item</u>	<u>Quantity</u>
• Lantronix Device Server UDS 1100 – Device server – 10Mb LAN, RS-232, RS-422, RS-485	2
• Honeywell Bar Code Scanner – Voyager 1450g Linear Imager (USB Kit, Omni-Direct, 1D, PDF, 2D, Black, 1.5 meter cable)	6
• Stand for Bar Code Scanner – 6" Flex stand	6
• Zebra GX430T Label Printer	4
• Microline 691 (24 Pin) Dot Matrix Printer	1

B.8 For the duration of the term of this Contract ("Term"), Contractor hereby grants to County a perpetual, non-revocable license to access and use the System for the term of this Contract, and any extension mutually agreed upon in writing by the parties.

B.9 Contractor warrants that during the term of this Contract, the System shall have capabilities equal to the capabilities described in Section B.1 and will operate in all material respects in conformity with such descriptions as of the Go Live Date, subject to Contractor's responses to all such items set forth in Section B.1, consistent with its response to the County's RFP. Contractor further warrants that the System will be free from any kill code that would prevent use of the System during the term of this Contract. Contractor shall eliminate reproducible Material Defects (means a defect which precludes completion of normal, daily laboratory operations) through the delivery of service packs within the ninety (90) days cycle required by the FDA.

B.10 Training: Contractor shall provide the following training relating to the System at no additional cost to ARMC on dates mutually agreed upon by the parties:

- On-site training at ARMC to ARMC's personnel on the operations and design/configuration of the System;
- On-site or Webex LIS administrator training;
- SoftReports and System Super User training at ARMC; and
- System design training at Contractor's headquarters to two ARMC employees.

B.11 Maintenance and Support: Contractor shall provide maintenance and technical support for the

System as set forth in the Service Level Agreement (Attachment "D"), which is incorporated into this by reference, and as set forth below for the System and all peripherals being provided under this Contract:

- Contractor must provide technical support for the System 7 days per week, 24 hours per day for critical cases and 8:30 a.m. through 5:00 p.m. (Pacific Time), Monday through Friday for non-critical cases.
- Contractor shall respond to critical services calls, as determined by ARMC, from ARMC within one (1) hour to address the issues raised in the service call.
- Contractor must provide support or replacement for any hardware malfunctions that affect the functionality of the System;
- Contractor must provide ARMC any software updates pertinent to the System during the term of this Contract at no additional cost;
- Contractor must provide at least thirty (30) days' notice for any system downtime;
- Contractor must backup any and all ARMC data in the System as follows:
 - Daily backup – data from the System
 - Monthly backup – System
 - Bi-monthly – AIX operating system backup
- Contractor must assist and cooperate with ARMC on data recovery in the event of any data purges from the System.

B.12 Ownership of County Data: Contractor acknowledges that all County Data maintained by Contractor in the System shall, at all times, be owned by County, and that the transfer of any County Data by County to Contractor during the term of this Contract does not transfer ownership or title of any such data to Contractor. Contractor may only use County Data to provide its Services under this Contract, and may not use County Data for any other purpose, including, but not limited to developing new products, analyzing aspects of County Data for the benefit of Contractor's other customers, or selling County Data to other customers, even if the data may be deidentified, anonymized, or in aggregated form.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed, the Contract is not assignable by Contractor either in whole or in part; provided however, that Contractor may assign this Contract to an acquirer of all or substantially all of the business of Contractor (the "Assignment") to which this Contract relates, whether by merger, asset sale or otherwise, if Contractor provides County with at least sixty (60) days' prior written notice of the Assignment. If Contractor provides County with notice of an Assignment to an entity that is debarred or ineligible to contract with government entities, the County may terminate this Contract with thirty (30) days written notice.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor 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 County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor 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. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County 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 County; and (d) abide by all laws applicable to the County 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, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality, Data Security, Nondisclosure and Privacy

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall execute and comply with the attached Business Associate Agreement (Attachment "B") and Business Associates Addendum for Cloud Services Agreement – Software as a Service (SaaS) (Attachment "C"). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained

by Contractor for Services performed pursuant to Contract.

Notwithstanding any other provision in this Contract, Contractor assumes responsibility for the security and confidentiality of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by County. Unless approved in advance by the County Information Security Officer ("CISO"), the physical location of Contractor's data center where County Data is stored in the System shall be within the Continental United States ("CONUS"), and County Data shall not be transmitted, processed or stored outside of the CONUS.

Remote access to County Data from outside the CONUS, including remote access to County Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the CISO. The Contractor agrees to hold County's Confidential Information in strict confidence. For purposes of this provision, Confidential Information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

The Contractor agrees not to make County's Confidential Information available in any form to any third-party or to use County's Confidential Information for any purpose other than as specified in this Contract. Contractor agrees to take all reasonable steps to ensure that County's Confidential Information is not disclosed or distributed by its employees, agents or (sub)contractors in violation of the provisions of this Contract. County's Confidential Information shall remain the sole and exclusive property of the County. Contractor acknowledges that any use or disclosure of the County's Confidential Information other than as specifically provided for in this Contract may result in irreparable injury and damage to the County. Accordingly, Contractor hereby agrees that, in the event of use or disclosure by the Contractor, its employees, agents or (sub)contractors other than as specifically provided for in this Contract, the County may be entitled to equitable relief as granted by any appropriate judicial body. The obligations under this Section shall survive the expiration or termination of this Contract and continue in perpetuity; including with regard to trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret

Contractor will maintain and enforce reasonable security safeguards and procedures with respect to the Services and data received from County that are (a) at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of County Data. Without limiting the generality of the foregoing, Contractor agrees to comply with all applicable data security and privacy laws, statutes and regulations ("Laws"), including applicable Laws relating to the security and privacy of personal information and personally identifiable information ("Personal Information"), in connection with the Services and handling of County Data. In the event of an unauthorized use or disclosure by Contractor, its employees, agents, or (sub)contractors of Personal Information resulting from Contractor, its employees, agents or (sub)contractors failing to comply with its obligations under this Contract, Contractor shall take the following action with respect to such unauthorized use or disclosure: (a) to the extent required by applicable law, promptly communicate the nature of the unauthorized use or disclosure to those persons whose Personal Information was or likely was involved in an unauthorized use or disclosure ("Affected Individuals") via written correspondence approved by County's Legal Counsel; (b) defend, indemnify and hold County harmless from and against any third-party claims relating to the unauthorized use or disclosure of Personal Information, subject to the limitations of liability provision in the Business Associate Agreement (Attachment B) ; and (c) take all action commercially reasonable to mitigate any damages of County relating to the unauthorized use or disclosure of Personal Information. Contractor will promptly report to County any breaches of security or unauthorized access to County Data. Contractor will use diligent efforts

to promptly remedy such breach of security or unauthorized access at Contractor's expense.

RESTRICTIONS

County shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than authorized users, (iii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the SaaS Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, Contractor shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this Contract, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. County agrees to assign all right, title and interest it may have in the foregoing to Contractor.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the ***County's Vision for a skilled workforce and jobs that create countywide prosperity***, and its ***goal to Create, Maintain and Grow Jobs and Economic Value in the County***. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 County Representative

The *hospital director* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

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

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.16 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 Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.16.2** 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.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County'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 County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.18 Employment Discrimination

During the term of the Contract, Contractor 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. Contractor 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.

C.19 Environmental Requirements

In accordance with County Policy 11-08, the County 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 County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County

whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.20 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.21 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.22 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.24 Licenses, Permits and/or Certifications

Contractor 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 Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County 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 Contract.

Contractor represents and warrants that it has the following certifications:

<u>Type</u>	<u>Expiration</u>
SCC Soft Computer SoftBank version 25.5 FDA 510(k)	No expiration
SCC Soft Computer SoftBank FDA Establishment and Device Listing proof	Annual
SCC Soft Computer MDSAP/ISO 13485:2016 Certificate	2022-03-23

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made an intentional material misstatement or misrepresentation or that materially inaccurate information has been intentionally provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, and reports supplied by County to Contractor pursuant to the Contract shall be considered property of the County. All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section D.—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items. Contractor or its licensors retain all ownership and intellectual property rights to the services, software programs, and anything developed and delivered under the Contract. Third party technology that may be appropriate or necessary for use with some Contractor programs is specified in the program Documentation or ordering document as applicable. County's right to use such third party technology is governed by the terms of the third party technology license agreement specified by Contractor and not under the Contract.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

C.30 Air, Water Pollution Control, Safety and Health

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

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County, which approval shall not be unreasonable withheld or delayed.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 37.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

- 37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract as outlined herein in Section C.39, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.39 Termination

After the Live Date, either party may terminate this Contract immediately upon a material breach by the other party that has not been cured within ninety (90) days after receipt of written notice of such breach. In the event of a breach by County, or should County seek early termination of this Contract, Contractor reserves the right to require County to immediately pay to Contractor all amounts then due under this Contract, up to the date of termination, and the remaining balance of all license fees to become due and payable during the remaining term of this Contract, but for such termination.

Suspension for Non-Payment.

Contractor reserves the right to suspend delivery of the SaaS Services if County fails to timely pay any undisputed amounts due to Contractor under this Contract, but only after Contractor notifies County of such failure and such failure continues for sixty (60) days. Suspension of the SaaS Services shall not release County of its payment obligations under this Contract. County agrees that Contractor shall not be liable to County or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from County's nonpayment.

Suspension for Ongoing Harm.

Contractor reserves the right to suspend delivery of the SaaS Services if Contractor reasonably concludes that County's use of the SaaS Services is causing immediate and ongoing harm to Contractor or others which results in the violation of federal or state law. In the extraordinary case that Contractor must suspend delivery of the SaaS Services based on the foregoing, Contractor shall immediately notify County of the potential suspension and the parties shall diligently attempt to resolve the issue prior to the suspension of said services. Contractor shall not be liable to County or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this paragraph.

Effect of Termination

If Contractor terminates this Contract due to a breach by County, then County shall pay to Contractor all amounts then due under this Contract up to the date of termination, and the remaining balance of all license fees to become due and payable during the remaining term of this Contract, but for such termination within sixty (60) days after the termination. If County terminates this Contract due to a breach by Contractor, Contractor shall repay to County within sixty (60) days after the termination all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date. Notwithstanding, in

the event of termination of this Contract, County shall be responsible for continued payments as long as County continues using the System.

Upon termination of this Contract and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

If County terminates this Contract with written notice to Contractor ninety days in advance or within 60 days of expiration of this Contract, Contractor shall, at County's option, provided that County agrees to pay for Contractor's reasonable fees and expenses, assist to cause the orderly transition and migration with regard to County's requirements so that County or third-party contractor(s) selected by County are properly equipped to meet those requirements (the "Termination Assistance"). As part of the Termination Assistance, (a) Contractor and County will work together to develop a transition plan (the "Transition Plan") setting forth the respective tasks to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed; (b) Contractor will provide County with detailed specifications for converting data and reports, unwinding and replacing interfaces, and conducting testing and maintenance procedures incident to such migration; (c) Contractor will provide appropriate technical assistance or training for County employees who will be assuming responsibility for support of the System. Notwithstanding the foregoing, if County terminates this Contract due to Contractor's breach, Contractor shall provide Termination Assistance at Contractor's own cost and expense. The foregoing does not in any way limit County's remedies for Contractor's breach of the Contract.

C.40 Time of Performance.

The parties agree to mutually cooperate in good faith to conform their respective work under this Contract to the detailed implementation schedule (Project Timeline) developed by and between the parties, as set forth in Section B.3 of the Contract. The parties acknowledge that the Project Timeline may be affected by issues outside the control of the parties or that are dependent on the other party and/or third-parties.

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the

employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.43 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.44 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.45 Copyright

Contractor or its licensors retain all ownership and intellectual property rights to the services, software programs, and anything developed and delivered under the Contract. Third party technology that may be appropriate or necessary for use with some Contractor programs is specified in the program Documentation or ordering document as applicable. County's right to use such third party technology is governed by the terms of the third party technology license agreement specified by Contractor and not under the Contract.

D. TERM OF CONTRACT

This Contract is effective as of *January 1, 2021* and expires *December 31, 2025* but may be terminated earlier in accordance with the provisions of this Contract.

E. COUNTY RESPONSIBILITIES

- E.1** Provide a clean, safe work environment for the Contractor's employees for any on-site implementation and training relating to the System.
- E.2** Make payment to Contractor in accordance with Section F of this Contract.
- E.3** Designate a Project Coordinator and reasonably cooperate with Contractor for the development and successful implementation of the System as set forth in Section B.3.

F. FISCAL PROVISIONS

- F.1** The maximum amount of payment under this Contract shall not exceed \$596,938.08, provided County does not exceed Contractor's affirmative responses to the scope of the products and services set forth in Section B.1 of this Contract and Contractor's System Cost Proposal or Quote, Version 5 included in the Contract as Attachment E. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including for the cost of developing and hosting all software, peripherals, training, and maintenance, including all labor, parts, travel, per diem costs, and expenses incurred by Contractor in the performance of this Contract.
- F.2** All invoices shall be issued with a net forty-five (45) day payment term with corresponding Purchase Order number stated on the invoice.
- F.3** Payment shall be made in accordance with the following schedule:

<u>Contract Year</u>	<u>Monthly Payment Amount</u>	<u>Total Yearly Amount</u>
Year 1	\$9,369.67	\$112,436.04
Year 2	\$9,650.75	\$115,809.00
Year 3	\$9,940.25	\$119,283.00
Year 4	\$10,238.50	\$122,862.00
Year 5	\$10,545.67	\$126,548.04

- F.4** The first invoice under this Contract shall be issued by Contractor following the first month the Contractor commences its work under this Contract. Contractor must issue an invoice for such payment with the corresponding purchase order number.
- F.5** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.6** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any applicable State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.7** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.8** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of

revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- F.9** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION, LIMITATION OF LIABILITIES, WARRANTIES AND INSURANCE REQUIREMENTS

G.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by ARMC's use and operations of the System, when operated as authorized by Contractor and in accordance with the Documentation and the Contract, or losses to the System or ARMC's LIS caused by viruses or other harmful code intentionally introduced or not reasonably prevented by Contractor. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, the System, or any component thereof, becomes, or is likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the System; (ii) replace or modify the System to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the System upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for the System.

Indemnification by County

If a third party makes a claim against Contractor that the County content infringes any patent, copyright or trademark, or misappropriates any trade secret, and contingent upon Contractor providing County with written notice of the claim within 30 calendar days, County shall defend Contractor and its directors, officers and employees against the claim at County's expense and County shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by County, to the extent arising from the claim.

G.2 Limitations of Liability.

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF CONTRACTOR) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS CONTRACT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN THE BUSINESS ASSOCIATE AGREEMENT NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS CONTRACT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED TEN TIMES THE FEES PAID OR PAYABLE BY COUNTY UNDER THIS CONTRACT DURING THE FIRST 12 MONTHS OF THE TERM OF THIS CONTRACT. The foregoing limitations shall not apply to the parties' respective obligations (or any breach thereof) under Sections entitled "Restrictions", "Indemnification", or "Confidentiality".

G.3 Warranties.

CONTRACTOR WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. CONTRACTOR DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT CONTRACTOR WILL CORRECT ALL SAAS SERVICES ERRORS. COUNTY ACKNOWLEDGES THAT CONTRACTOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. EXCEPT FOR OTHER WARRANTIES PROVIDED ELSEWHERE IN THIS CONTRACT, THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY CONTRACTOR (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS CONTRACT. NEITHER CONTRACTOR NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL CONTRACTOR OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF COUNTY'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

G.4 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.5 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 the County.

G.6 Severability of Interests

The Contractor 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 the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.7 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County 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, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such

insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor 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.

G.8 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".

G.9 Deductibles and Self-Insured Retention

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

G.10 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, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.11 Insurance Review

Insurance requirements are subject to periodic review by the County. 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 the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.12 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- G.12.1** 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 the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County 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 will be waived by the County'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.

- G.12.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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:
- Premises operations and mobile equipment.
 - Products and completed operations.
 - Broad form property damage (including completed operations).
 - Explosion, collapse and underground hazards.
 - Personal injury.
 - Contractual liability.
 - \$2,000,000 general aggregate limit.

- G.12.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form 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 the Contractor 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 the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.12.4** 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.

- G.12.5** 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
or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five

(5) years after contract completion.

- G.12.6** Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give commercially reasonable cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all commercially reasonable reporting requirements established by the County.
- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured material breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - Withhold funds pending duration of the breach; and/or
 - Offset against any amounts billed by Contractor but yet unpaid by County those amounts disallowed for not meeting any requirement of Section B.; and/or
 - Terminate this Contract as provided in Section C.39 herein and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

Notwithstanding anything to the contrary express or implied in this Section I.2, in no event shall County withhold or delay payments due and payable hereunder, or offset against any amounts billed by Contractor but yet unpaid by County as provided in I.2 (c) above, so long as County continues to use the Software.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*County of San Bernardino Arrowhead
Regional Medical Center 400 North
Pepper Ave.
Colton, CA 92324
Attn: Hospital Director*

Attn: Laboratory Manager

SCC – Soft
Computer
5400 Tech

Data Drive Clearwater, FL
33760 Attn: Gilbert Hakim

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph. A courtesy copy of any notices provided for in this Contract shall also be sent by e-mail to the other party, but such courtesy copy sent by email shall not constitute effective notice under this Contract.

K. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

L. ENTIRE AGREEMENT

This Contract, including all Attachments and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

By _____
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

Soft Computer Consultants, Inc. d/b/a SC Soft Computer
(Print or type name of corporation, company, contractor, etc.)

By  _____
(Authorized signature - sign in blue ink)

Name: Gilbert Hakim
(Print or type name of person signing contract)


Title: CEO
(Print or Type)

Dated: July 15th, 2020

Address: 5400 Tech Data Drive
Clearwater, FL 33760

FOR COUNTY USE ONLY

Approved as to Legal Form


County Counsel

Date: 7/15/2020

Reviewed for Contract Compliance

Date: _____

Reviewed/Approved by Department


Date: 7/16/2020

William L. Gilbert

ATTACHMENT A: TIMELINE

<u>TASK NAME</u>	<u>DURATION</u>
<u>Phase 1 – Project Initiation</u>	
Implementation Welcome Call	1 day
Call to Verify Hardware Order and Technical Specs	1 day
<u>Phase 2 – Project Planning</u>	
Create Internal Client Environment (I.C.E.)	10 days
HIS – Interface Spec Process Begins	
HIS Questionnaires Sent to ARMC	1 day
HIS Questionnaires returned by ARMC	10 days
Contractor orders hardware and peripherals	2 days
Client Joint Kickoff Meeting and ARMC	1 day
Project kickoff presentation	1 day
Review of project documents	1 day
Review of project schedule	1 day
Review of project scope of work	1 day
Operational Assessment	1 day
Contractor gives data conversion requirements to ARMC	1 day
ARMC gathers build requirements	10 days
<u>Phase 3 – Project Execution</u>	
Contractor – initial file build on I.C.E. at Contractor	25 day
HIS Specs written by Contractor	20 days
Hardware Delivery and Setup at ARMC	7 days
Install and format barcode readers	5 days
Software load/config, install, testing at ARMC	2 days
Contractor sends report samples for selection (pt. reports)	1 day
Contractor copies ICE to ARMC servers and tests	5 days
HIS specs signed off by ARMC	5 days
Contractor demonstrates best practices	1 day
System design I training at ARMC	5 days
File build review at ARMC	5 days
ARMC submit sample of data conversion	1 day
ARMC selects best fit sample (pt. reports)	10 days

LIS-BB WebEx Training	2 days
ARMC completes file build with Contractor assistance	
ARMC submits sign-off for future state workflows	10 days
Iterative analysis of data conversion samples	45 days
Contractor connects and tests analyzer interfaces at ARMC	5 days
ARMC submits mods. To selected reports (pt. reports)	10 days
ADT interface delivered/communications established	5 days
ARMC/Contractor test ADT interface	15 days
OEIn interface delivered/communications established	5 days
Contractor makes 1 st round of modifications (pt. reports)	15 days
Contractor/ARMC test OEIn interface	15 days
RR/OEout interface delivered/communications established	5 days
Billing interface delivered/communications established	5 days
ARMC/Contractor test RR/OEout interface	15 days
ARMC/Contractor test billing interface	15 days
Other interfaces delivered/communications established	5 days
ARMC reviews 1 st round modifications (pt. reports)	5 days
Validation readiness review at ARMC	5 days
ARMC performs module testing	30 days
System design training at Contractor (operational reports)	3 days
Contractor/ARMC test other interfaces	15 days
ARMC creates custom management reports	60 days
SoftMedia Archiving setup	10 days
ARMC submits 2 nd round modifications (pt. reports)	5 days
Contractor makes 2 nd round modifications (pt. reports)	5 days
Super User training at ARMC	5 days
ARMC reviews 2 nd round modifications (pt. reports)	5 days
ARMC submits final round of modifications (pt. report)	5 days
Contractor makes final round of modifications (pt. report)	5 days
ARMC reviews final round of modifications (pt. report)	5 days
Activation of ADT/OE error log	5 days
ARMC develop regulatory, compliance,	1 days

downtime procedures	
<u>Phase 4 – Project Go Live</u>	
ARMC validates System with assistance of Contractor	95 days
Integrated / end to end testing	65 days
ARMC complete validation of ADT interface	65 days
ARMC complete validation of billing interface	65 days
ARMC complete validation of OEIn interface	65 days
ARMC complete validation of RR/OEout interface	65 days
ARMC complete validation of other interfaces	65 days
ARMC prepare policy manual and end user manual (SOPs)	60 days
ARMC tests all report forms, LIS/BB queries	30 days
ARMC perform validation (pt. reports)	30 days
Pre-Live review	5 days
Contractor-ARMC Develop Activation Plan	10 days
Stress test and parallel run	5 days
ARMC submits forma signoff on validation of BB	1 day
FSI ARMC signs off validation of all external interfaces	4 days
Switch test (hardware failover)	3 days
ARMC submits format signoff (pt. reports)	2 days
ARMC perform BB end user training with competency	5 days
System engineering evaluate System for go live	1 day
Sign off system initialization form	1 day
System engineering initialize System	1 day
Contractor Synch of LIVE environment and TEST environment	1 day
ARMC move interfaces to production	2 days
Ready for GO LIVE	5 days
<u>Phase 5 Project Closure</u>	
Contractor formats and loads data conversion Files	5 days
Post LIVE review	4 days

ATTACHMENT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the County of San Bernardino on behalf of Arrowhead Regional Medical Center (hereinafter Covered Entity) and Soft Computer Consultants, Inc. dba SCC – Soft Computer (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the

standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than two (2) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 - a) Date the Breach or suspected Breach occurred;
 - b) Date the Breach or suspected Breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications Notwithstanding anything to the contrary herein or above, the total aggregate liability of BA for any and all claims arising out of or related to this BAA shall not exceed five million (\$5,000,000) dollars.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

Except when BA is a party to the litigation or administrative proceedings, to the extent County requests or compels by way of subpoena BA to make itself available, BA shall make commercially reasonable efforts to make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, on a time and materials basis, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this

Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►
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

Soft Computer Consultants Inc. dba SCC Soft Computer
(Print or type name of corporation, company, contractor, etc.)

By ► 
(Authorized signature - sign in blue ink)

Name Gilbert Hakim
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: July 15th, 2020

ATTACHMENT C

Business Associate Addendum for Cloud Services Software as a Service (SaaS)

This Business Associate Addendum for Cloud Services is entered into by and between the County of San Bernardino on behalf of Arrowhead Regional Medical Center ("County") and Soft Computer Consultants, Inc. dba SCC Soft Computer (hereinafter referred to as "Business Associate" or "Contractor") for the purposes of establishing terms and conditions applicable to the provision of services by Business Associate to the County involving the use of hosted cloud computing services. County and Business Associate agree that the following terms and conditions will apply to the services provided under the Contract, this addendum and the associated Business Associate Agreement as applicable.

1. DEFINITIONS:

- a) **"Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser or software application. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Data"** - means any information, formulae, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information, Protected Health Information (as defined by the Health Insurance Portability and Accountability Act (HIPAA)) and metadata which may contain Data or from which the Data may be ascertainable.
- c) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- d) **"CONUS"** means the continental United States.

2. SaaS AVAILABILITY: Unless otherwise stated in the Contract,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the applicable credits provided by ORACLE from the ORACLE cloud not meeting the SLA will be passed on to the County.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the applicable credits provided by ORACLE from the ORACLE cloud not meeting the SLA will be passed on to the County. Contractor may also apply the remedy of moving to another cloud provider such as Azure from Microsoft at no additional cost.
- d) Contractor shall provide advance written notice to the County in the manner set forth in the contract of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the Contract,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies if the County is unable to access the Data as a result of:
 - 1) Intentional Acts or omissions of Contractor;
 - 2) Intentional Acts or omissions of third parties working on behalf of Contractor;
 - 3) Contractor-caused network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable

industry standard precautions;

- 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.

4. DATA SECURITY:

- a) In addition to the provisions set forth in the Business Associate Agreement, Contractor shall certify to the County:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Contractor represents that the Oracle Cloud Infrastructure (OCI) has successfully completed ISO/IEC 27001 Stage 2 and Service Organization Control (SOC) 1, 2 and 3 audits for Oracle Cloud Infrastructure in accordance with AICPA Standard SSAE No 18. In addition, OCI was issued PCI DSS Attestation of Compliance.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Addendum to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County's access to its Data.
- c) Contractor shall allow the County reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Addendum and the County's Data, at no cost to the County
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Addendum period without prior written notice to and written approval by the County.
- f) Contractor shall provide access to Data only to those employees, contractors and subcontractors who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to Data, staff who perform work under the Contract have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Addendum and the associated Business Associate Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

5. ENCRYPTION: Contractor warrants that all Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) version 1.2 or equivalent and in storage at a level equivalent to or stronger than Advanced Encryption Standard (AES) 256-bit level encryption.

6. DATA LOCATION: All Data will be stored on servers located solely within CONUS.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

- a) Upon ninety (90) days' advance written notice by County of termination or expiration of the Contract, Contractor shall assist the County in extracting and/or transitioning all Data in the format determined by the County ("Transition Period").
- b) The Transition Period may be modified in the Contract, or as agreed upon in writing by the parties in a

- contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the County without alteration.
- d) Contractor agrees to compensate the County, subject to the limitation of liability set forth in the Business Associate Agreement, for damages or losses the County incurs as a result of Contractor's failure to comply with this section.
- e) Unless otherwise stated in the Contract, Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the County confirming the destruction or inaccessibility of the County's Data.
- f) The County at its option, may purchase additional transition services as agreed upon in the Contract.

9. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Contract,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the County by the fastest means available and also in writing. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the County of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
- b) If Contractor fails to respond immediately and remedy the failure, the County may exercise its options for assessing damages or other remedies.
- c) Contractor shall restore continuity of SaaS, restore Data, restore accessibility of Data, and repair SaaS as needed to meet the Data and SaaS Availability requirements under this Addendum. Failure to do so may result in the County exercising its options for assessing damages or other remedies.
- d) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.

10. EXAMINATION AND AUDIT: Unless otherwise stated in the Contract:

- a) Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS operational documentation and records, including online inspections that relate to the security of the SaaS product procured by the County under the Contract.
- b) Contractor shall allow the County, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the County or representatives on behalf of the County.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

11. DISCOVERY: Contractor shall promptly notify the County upon receipt of any requests which in any way might reasonably require access to the Data of the County or the County's use of the SaaS. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the County unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the County with

adequate time for the County to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the County unless authorized in writing to do so by the County.

13. INSURANCE REQUIREMENTS: Contractor shall, at its own expense, secure and maintain for the term of this Contract, Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall cover breach response cost as well as any regulatory fines and penalties.

14. DATA SEPARATION: Data must be partitioned from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain Service Provider's records, information or data for reasons or activities that are not directly related to Customer's business.

ATTACHMENT D

SERVICE LEVEL AGREEMENT

Scope

This Service Level Agreement establishes the performance a client can expect when requesting services from the Technical Support Centers (TSC). This SLA is an important communication tool in setting customer expectations and establishing the escalation requirements. It applies to all Requests for Service (RFS) from Post Live Clients received through SCC's Website service tool called Service Tracking and Response (STAR) System.

This SLA was developed in collaboration with the SNUG Executive Committee and the Customer Service Special Interest Group representing the general user community.

General Communication

Communications related to technical issues need to be documented in STAR as this is a FDA approved system.

General Business communications can be conducted either through voice mail, email or through actions in STAR.

Client Services personnel are expected to respond to client requests by

- Replying to E-mail within one business day, Monday through Friday, excluding holidays.
- Returning Voice messages by the close of business for all messages received before 12 noon EST, messages received after 12 noon EST will be returned by mid-day of the next business day.
- Entering viewable actions in STAR based upon task urgency.

Clients can also request a technical call back on any issue during finalization of an Event Survey.

Request for Service Assignment and Acknowledgement

The LIS Support Staff should place a phone call into the Technical Support Center (24 X 7) for an immediate TSS assignment for all Emergency and Urgent issues. All other request for service (non-emergency or urgent) can be created through STAR and will be evaluated for assignment within 2 hours of creation during normal business hours (7AM to 5 PM (EST), Monday – Friday).

Key Satisfaction Performance Indicators

The Technical Support Centers monitor many performance metrics. However, it has been determined that the following Key Performance Indicators (KPI) are essential in maintaining high client satisfaction:

- Assignment – measuring how quickly the task is assigned to a Technical Support Specialist
- Turn Around Time – measuring how quickly tasks are returned to clients with a possible solution
- View actions and periodic updates – keeping client aware of the progress of the task toward a solution

Key Performance Indicators performance will be reported in the Quarterly Support Newsletter.

Technical Support Specialist Assignment

Technical Support Specialists (TSS) will be specifically assigned to each client. This assignment improves the quality of technical support by:

- Allowing the TSS and LIS Support Staff to develop a relationship and establish preferred working processes.
- Allowing the TSS to develop detailed knowledge of the clients set up and workflow.

In the event that the client's TSS is unavailable or is unable to respond to the client request for service, the Technical Support Manager may assign tasks to other staff members to ensure meeting the SLA performance requirements.

Telephone Response

The Technical Support Centers will maintain a single level call tree routing plan to allow clients to reach a Technical Support Specialists easily. The call tree is:

Thank you for calling SCC's Technical Support Service Line. Your call may be monitored or recorded for quality assurance. If you know your party's extension you may dial it at any time during this message.

For assistance with Systems or Hardware press 1

For assistance with Soft Lab Soft Mic press 2

For Interfaces press 3

For Soft Path press 4

For Soft Bank press 5

For Soft AR press 6

For all other products please remain on the line and your call will be answered by the next available support specialist.

The call tree will be monitored to keep:

- Total hold time under 1 minute
- Calls will be routed to a support analyst within 2 minutes

Establishing Severity Level

During the course of investigation into an issue, the Technical Support Specialist and the LIS Support Staff mutually assign a priority to the issue based on its urgency.

Emergency and Urgent Severity should be reserved only for issues requiring rapid resolution. When the LIS Support Staff selects Emergency or Urgent as the severity level for an issue, they will be asked to classify the nature of the issue from a drop down menu and provide a contact phone number (preferably cell phone) so the TSS and LIS Admin can remain in contact and facilitate rapid resolution.

In the event that the LIS Support Staff has requested a higher urgency level than is normally applied, the TSS may ask for clarification on why a higher urgency level is needed but the LIS Support Staffs decision will override the normal protocol.

Task Performance Metrics

Requests for Service that cannot be resolved by the Technical Support Centers are escalated to Tier III Programming Support for resolution. The following performance standards apply to all support tasks:

Severity	Service Provided	Acknowledgement	Assignment	Status Update	Target Turn Around Time	Target Resolution Time
Emergency	24 X 7	Phone Call Required	15 Minutes	30 Minutes	45 Minutes	2 Hours
Urgent	24 X 7	Phone Call Required	30 Minutes	2 Hours	90 Minutes	1 Day (24 hours)
Priority	Normal Business Hours and Days	2 Hours	2 Hours	Every 2 Days	1 Day	4 Days 2 day additional for tasks sent to programming
Routine	Normal Business Hours and Days	2 Hours	1 Day	Weekly	2 Days	5 Days 5 day additional for tasks sent to programming

Emergency tasks are treated as "NOW" issues and are worked continuously 24 X 7 with a target resolution time of 2 hours. Urgent tasks are treated as "TODAY" issues and are worked continuously with a target resolution time of 24 hours. Priority, Routine and Scheduled tasks are worked 8 AM to 5 PM (EST), Monday through Friday, in accordance with Maintenance Service Agreement.

For Emergency Tasks - A voice mail notification is sent to all Executive and Operational Managers advising them of the status of the client's system.

Tasks exceeding these performance criteria will be escalated to the Support Team Leader, Technical Support Services Manager and Director as necessary to expedite their resolution.

Periodic Updates

It is important to keep the LIS Support Staff informed of progress being made to resolve the issue so they can keep their organization informed. Unless otherwise requested, the LIS Support Staff can expect to receive periodic updates on open support tasks in accordance with the schedule in this SLA. The status update will include:

- Current status of the task – which department is working on the issue
- Description of work in process or anticipated work to be performed

For emergency and urgent tasks, the LIS Support Staff is expected to make themselves readily available preferably via cell phone for continuous updates from the Technical Support Specialists and programmers. The client can request that SCC establish an open conference call that will allow multiple parties to collaborate real time throughout the problem investigation and resolution phase.

For priority, routine and scheduled tasks the LIS Support Staff will receive updates through viewable actions in STAR unless they request a phone update from the Technical Support Specialist.

Viewable Actions

Since STAR is the only FDA approved Request for Service system, all steps taken to resolve the issue must be documented in STAR. Yet it is occasionally necessary to enter non-viewable sensitive technical or other information into a task that needs to be kept confidential.

However, making actions non-viewable should rarely be used as it is important to share as much information as possible with the LIS Administrator. Viewable action will be controlled through 2 systems functions:

- Certain actions related to client testing, validation and requests for information will default to viewable
- Whenever any other action is entered in STAR, the system will prompt whether the action can be shared with the client.

Task Closing

SCC's relationship with the client is a partnership. Therefore, collaboration on troubleshooting issues may require additional details. There is an understanding on these occasions that customer's business needs may not allow immediate response to SCC. The Technical Support Center will make multiple attempts to reach out to the customer to request additional information for troubleshooting or confirm that the information and proposed solution is satisfactory. If satisfactory, confirmation for closure is requested. The task will be closed if no response is received from the customer after four contact attempts over a period of twenty working days. The Technical Support Center will not close the task if the client requests the task is to remain open.

Business Deliverables

The support staff will respond to client requests for contractual deliverables according to the following guidelines:

- Software Change Request:
 - Report, Labels and Interface Changes – quote delivered within 4 weeks
 - Product Functionality Changes - quote delivered within 8 weeks
- Requests for Quotes for – quote delivered within:
 - Instrument interfaces (actual delivery as a scheduled request)
 - 2 weeks for currently available interfaces
 - 6 weeks for interfaces to be developed
 - Foreign System Interfaces (actual delivery as a scheduled request)
 - 4 weeks for currently available interfaces
 - 8 weeks after receipt of vendor specifications for interfaces to be developed
 - New CPU configuration and evaluations - 4 weeks after receipt of questionnaire
 - Add-on software modules - 4 weeks after receipt of questionnaire

ATTACHMENT E
COST PROPOSAL OR QUOTE

ARROWHEAD REGIONAL MEDICAL CENTER
SUMMARY



5/29/2020

: Summary

| HARDWARE AND OPERATING SYSTEM

Cloud Based Server (Please see Cloud charges under Maintenance section below)
Peripherals

Total Hardware:

20% Peripherals Discount :

Shipping and Insurance :

Final Hardware and Peripherals Cost:

| SOFTWARE

Arrowhead Regional Medical Center

Application Modules

SoftBank Blood Bank and Transfusion Service Management System

SoftReports® Report designer, editor, and scheduler

Inbound HL7 Result Posting Interface for Hematology Queries, Epic Beaker to SCC

SCC Standard Inbound HL7 MFN-Doctor Update Interface, Other Vendor to SoftBank

Inbound HL7 BTS*Q31 Transfusion Notification interface, Epic BPAM to SoftBank

Oracle Database Manager - Enterprise Edition including Oracle Advanced Security (Unlimited Users) - System 1

Oracle Weblogic Server (Unlimited User license - Standard Edition) - System 1

Total Application Software:

Instrument Interfaces

Interface to Hospital Information System - Epic

Installation and Training

SoftBSA Transfusion Services Archive - Data Upload Services and Legacy Data Archiving -(\$20,000 Per

Format/Per Vendor X 1 Blood Bank System/Format (Meditech) = \$20,000

Note : Data Extraction will be supplied by the client through a third party or through original Blood Bank Vendor

Total Software/Installation/Training Cost:

50% Software Discount:

60% Oracle Software Discount :

Final Software/Installation/Training Cost:

TOTAL SYSTEM COST :

SALES TAX ON SOFTWARE AND HARDWARE (7.75%) :

FINAL SYSTEM COST :

ARROWHEAD REGIONAL MEDICAL CENTER
SUMMARY



5/29/2020

Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing)		9,370
The Monthly SAAS Fee shown above includes :		
Cloud Based Server		
Peripherals		
SCC Application Software and Interfaces (Instruments, HIS)		
Oracle Database and Oracle Weblogic Software		
SoftBSA Transfusion Services Archive		
Implementation and Training		
All Maintenance		
SAAS OPTION ANNUAL COSTS		
Year 1	Year 2	Year 3
Year 4	Year 5	
\$112,435	\$115,809	\$119,283
\$122,861	\$126,547	

- ** SOFT COMPUTER's agreement with Oracle requires that LICENSEE shall:
- (1) restrict use of the Oracle Programs ("Programs") to the scope of the application package and to the business operations of the LICENSEE ;
 - (2) prohibit (a) the transfer of the Programs except for temporary transfer in the event of computer malfunction; (b) the assignment of the Programs or any interest in the Programs (if LICENSEE grants a security interest in the Programs, the secured party has no right to use or transfer the Programs); (c) timesharing, service bureau, subscription service, or rental use of the Programs; and (d) title to the Programs from passing to LICENSEE or any other party;
 - (3) prohibit reverse engineering, disassembly or decompilation of the Programs unless required for interoperability and prohibit duplication of the Programs except for a sufficient number of copies for LICENSEE's licensed use and a single backup or archival copy;
 - (4) disclaim, to the extent permitted by applicable law, Oracle's liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the Programs;
 - (5) at the termination of the Software Application Support and Maintenance Agreement, to discontinue use and destroy or return to you all copies of the Programs and documentation;
 - (6) prohibit publication of any results of benchmark tests run on the Programs;
 - (7) comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to insure that neither the Programs, nor any direct product thereof, are exported, directly or indirectly, in violation of the applicable laws;
 - (8) not require Oracle to perform any obligations not previously agreed to between SOFT COMPUTER and Oracle; and
 - (9) permit SOFT COMPUTER to audit LICENSEE's use of the Programs and report such use to Oracle.



Pricing Summary

	Qty	Price	Subtotal	Discount Percentage	Discount	Total
SOFTWARE						
Arrowhead Regional Medical Center						
SoftBank Blood Bank and Transfusion Services Management System						
Installation - BB	1					
Implementation- BB						
Training - BB						
Inbound HL7 Results Posting Interface for Hematology Queries: Epic Header to SCC						
Installation - Outbound HB Interface	1					
SCC Standard Inbound HL7 MFN-Donor Update Interface: Other Vendor to SoftBank						
Installation - MFN Interface	1					
Inbound HL7 BT/VO/LJ Transfusion Notification Interface: Epic BPAM to SoftBank						
Installation - BPAM Interface	1					
SoftBank Transfusion Services Archive - Data Upload Services and Legacy Data Archiving (\$20,000 Per Format/Per Vendor X 1 Blood Bank System/Format (Meditech)						
	1					
Oracle Database Manager - Enterprise Edition including Oracle Advanced Security (Unlimited Users) - System 1						
	1					
Oracle Weblogic Server (Ultimate User License - Standard Edition) - System 1						
	1					
INTERFACES						
ADT (HIS to SoftBank) SCC Standard HL7 Unidirectional Interface						
	1					
Order entry (HIS to SoftBank) SCC Standard HL7 Bidirectional Interface						
	1					
Results Reporting (SoftBank to HIS) SCC Standard HL7 Unidirectional Interface						
	1					
Billing (SoftBank to HIS) SCC Standard Unidirectional Interface						
	1					
Installations/HIS						
Instrument interfaces						
	1					
Installation - Inbound Interface						
Final Software Installation/Training Cost:						

(* NOTE: SUR = Statement of User Requirement

NOTE: Milestone payments apply to each module on a per module basis. Provided that all the requirements for a milestone payment have otherwise been met, failure to complete one or more instrument interface shall not delay that milestone payment so long as (1) Soft Computer shall have completed programming of the interface(s) in accordance with the documentation and specification, and (2) Soft Computer has no responsibility for the delay in completion of the interface(s).

NOTE: If the user elects to postpone installation of a sub-module and interface, portions of final payments proportional to the cost of that module to the total software may be delayed not to exceed thirty (30) days from installation of SoftLab; or if delivery of any component of the software is postponed by Licensee, until the portion of the milestone payment proportional to the cost of that component to the total software may be delayed until that portion of the milestone is met.

Arrowhead Regional Medical Center

Total HIS Interface cost :

SoftBSA Transfusion Services Archive from Meditech

Note : Data Extraction will be supplied by the client through a third party or through original Blood Bank Vendor

Total SoftBSA cost :

Installation, Implementation, & Training

System Preparation & Diagnostics

Subtotal:

Arrowhead Regional Medical Center - CA RFP Ver 5 SoftBank Cloud Based SAAS -05-29-20 (003)

ARROWHEAD REGIONAL MEDICAL CENTER
Software, Implementation Training



PROJECT MANAGEMENT

Installation- Account management -BB	80
Database Dictionaries - Define User Requirements (BB)	40
Account Executive On Site Visit (2 Days on site - 1 Trip)	24
Project Kick Off meeting/Operational Assessment - BB (2 days on site, 1 day at SCC)	32
Initial Model Build Review / System Design Training at Client Site (BB)	48
Validation Readiness Review (BB)	40
Super User Training at Client Site (BB)	40
Remote Pre-Live Review (BB)	16
Live Assistance at Client Site (BB)	48
Post-Live Training at Client Site (SoftReports)	32
After Hours Weekend Go Live Support (Saturday 7am - Sunday 7am)	1
HIS User requirements and Setup (HIS)	80
Load & Test HIS Interfaces	80
Instrument Interface Installation	24

NOTE : If there is an increase in airfare or Hotel/car rental charges due to seasonal rates, the client will be notified of the additional charges and Client shall be responsible to pay all such additional charges prior to SCC booking the flight.

TRAINING AND DOCUMENTATION

System Administrator Training - E-Learning	16
SoftBank LIS Design Webex	32
SoftReports Training for Design and Usage of the tool	
Note: Customizing reports or Assistant by SCC in nullifying reports will be on time and material.	

NOTE : If there is an increase in airfare or Hotel/car rental charges due to seasonal rates, the client will be notified of the additional charges and Client shall be responsible to pay all such additional charges prior to SCC booking the flight.

TOTAL APPLICATIONS SOFTWARE COST:

INSTRUMENT INTERFACES COST :

TOTAL HIS COST:

TOTAL SOFTWARE COST:

50% SOFTWARE DISCOUNT :

60% DISCOUNT ON ORACLE SOFTWARE :

FINAL SOFTWARE COST :

TOTAL INSTALLATION & TRAINING COSTS:

DATA UPLOAD SERVICES COST :

FINAL SOFTWARE/INSTALLATION/TRAINING COST:

THE PROPOSED SOFTWARE LICENSE FEES, TRAINING AND INSTALLATION CHARGES, DATA CONVERSION FEES, AND THE SOFTWARE SUPPORT AND MAINTENANCE CHARGES LISTED HEREIN SHALL REMAIN IN EFFECT FOR A PERIOD OF 9 MONTHS FOLLOWING THE DATE OF THIS PROPOSAL. AFTER SUCH 9 MONTH PERIOD, BUT ONLY UPON REASONABLE NOTICE, SCC RESERVES THE RIGHT TO CHANGE THE PROPOSED FEES AND CHARGES.

CANCELLATION OF A MODULE/PRODUCT WILL BE CREDITED/APPLIED FIRST TO ANY DISCOUNTS EXTENDED.

THE CONFIGURATION REFLECTS AN ESTIMATE ON THE HOURS AND TRIPS APPLICABLE TO EACH PHASE OF THIS PROJECT BASED ON THE USERS NEED. THE ACTUAL NUMBER OF HOURS AND TRIPS MAY DIFFER. ANY UNUSED/USED HOURS OR TRIPS WILL BE CREDITED/DEBITED AT THE FINAL CONTRACT RECONCILIATION.

IN THE EVENT A TYPOGRAPHICAL OR GOOD FAITH ERROR OF ANY NATURE IS DISCOVERED IN THIS PROPOSAL, SCC SHALL HAVE THE OPPORTUNITY TO CORRECT SUCH ERROR, UPON REASONABLE NOTICE, REGARDLESS OF THE IMPACT ON THE PROPOSAL, EITHER FAVORABLE OR UNFAVORABLE.



Hardware - System I

Arrowhead Regional Medical Center

OracleCloud ONEASY configuration--

This solution do not offer high availability-- Linux and Windows Servers.
These VMs are placed in the same availability domain (data center) in the Oracle Cloud Region.
In case of a server or data center outage, SCC will rely on Oracle Cloud failover process.

- One (1) APP (Linux) VM.Standard2.4 --> each configured with 4 OCPUs, 60G RAM, 200GB disk space for data and 400GB for backup
- One (1) ORA (Linux) VM.Standard2.2 --> each configured with 2 OCPUs, 30G RAM, 600GB disk space for data and 1.28 for backup
- Two (2) Formatter (Windows) VM.Standard2.1 --> each configured with 1 OCPU, 15G RAM, 200GB disk space for data and 200GB for backup

** Prices shown require a 12-Month Up front Annual Commitment for the Oracle Cloud Option
- This configuration assumes that the client will extend their domain to the Cloud Infrastructure so that existing domain licensing rights can be extended to the cloud.

- The price shown are an estimate and will be revised upon finalizing all configuration details.

Peripherals

- NOTE : Client will provide VPN connection for remote support
[APC UPS Battery, Power Surge Protector RT 5000 VA, EMI/RFI, Rack Mountable](#)
9-Pin Male UPS-to-Server connector & 10-ft serial E-wire cable - \$30
Lantronix Device Server UDS 1100 - Device server - 10Mb LAN, RS-232, RS-422, RS-485 - 1 Per Instrument plus 1 Spare
[Honeywell - Bar Code Scanner - Voyager 4430i Linear Image - USB Kit, Omnic- Direct, I.D. PDF](#)
[2D Black 1.5 Meter Cable](#)
[STAND for Bar Code Scanner - 6' Flip stand, Color, Gray](#)
ZEBRA GX430t USB/SERETHER ENHANCED - 1 Per Site plus 1 Spare
MICROLINE 691 (24 Pin Dot Matrix Printer)
Lanmark MS811n - Printer - BW - monochrome - laser - laser - Legal, A4 - 1200 dpi x 1200 dpi - up to 63 ppm - up to 63 ppm - capacity: 650 sheets - USB
Including the following:
Cables to Go - USB cable - 4 pin USB Type A (M) - 4 pin USB Type B (M) - 6.6 ft (USB / Hi-Speed USB) - white
Lanmark Caster Base
Lanmark High Capacity Feeder - Media tray / feeder - 2000 sheets
Lanmark High Capacity Output Expander - 1650 sheets
Subtotal:

2	Client Supplied
1	Client Supplied
2	
6	
6	
4	
1	
1	Client Supplied
1	Client Supplied
1	Client Supplied
1	Client Supplied



Third Party Hardware and Software

** Candaya Studio for Windows Screen capture program to document B3 validation - Electronic Download

Minimum Requirements:

- Microsoft Windows Vista, Windows 7, or Windows 8
- Microsoft DirectX 9 or later version
- Microsoft .NET 4.0 (included)
- Dual-core processor minimum - Recommended: Quad-core processor or better
- 2 GB RAM minimum - Recommended: 4 GB or more
- 2 GB of hard-disk space for program installation
- Display dimensions of 1024x768 or greater
- Dedicated Windows-compatible sound card, microphone, and speakers (recommended)

Optional Requirements:

- Candaya Studio Audio-in for YourPoint requires PowerPoint 2007 (32-bit) or PowerPoint 2010 or 2013 (32-bit or 64-bit)
- Import of .mov and production to .mov and .m4v requires Apple QuickTime 7.2 or later
- Playback using the Smart Player is supported on Internet Explorer 8+, Chrome, Firefox, Safari 5.1+, iOS 6+, Android 4+ (Chrome for Android Recommended)
- Camera video recording requires a USB Web Camera. Recording live from a DV camera is not supported
- Integration with TechSmith Relay requires TechSmith Relay Client Recorder
- CPU acceleration requires DirectX 9 compatible video adapter with 128 MB of video memory or greater and Pixel Shader 2.0 or later

NOTE: SCC does not provide support or warranties for items purchased **

The client agrees to provide Soft Computer remote control to one(1) PC per module on a per module basis.(This remote control provision enables Soft Computer, if required by client during the implementation phase, to provide assistance with tasks associated with the building, to perform any needed troubleshooting services and to demonstrate functionality of specific features of the application software, to the extent required.) The client also agrees to maintain access to at least one(1) PC for each module for as long as a Maintenance and Support Agreement is in force for each module. Furthermore, under certain conditions such as investigation of critical problems or load testing of a particular module after installation of a service pack, Soft Computer may require and the client agrees to provide access to additional PC's connected to any of the modules. The client understands and agrees that this access may require change to the security set up of their networks and agrees to accommodate such requests in an expeditious manner.

Note: Client understands that SCC's application software requires client hardware and that SCC may often require 3rd party components, client agrees to maintain all 3rd party software and hardware to a release level compatible with SCC's software applications.

Subtotal:	
TOTAL PERIPHERAL COST:	
20% Peripheral Discount (excluding marked items**):	
FINAL PERIPHERAL COST:	
Sales Tax on Peripherals (7.75%):	
FINAL PERIPHERAL COST (including Sales Tax):	
SHIPPING AND INSURANCE for Peripherals only:	
FINAL HARDWARE AND PERIPHERALS COST:	

ARROWHEAD REGIONAL MEDICAL CENTER
OPTIONS



Peripherals for Option
COMMUNICATION DEVICE

ZEBRA NET 10/100 EXTERNAL PRINT SERVER

Digi PortServer TS2 M81 RJ-45
Digi Server Cable, Cable (48 inch, RJ45/DB-25 Male)

Digi PortServer TS4 M81 RJ-45
Digi - Power adapter
APC power cable - 2.4 m Black IEC-320 C14 and IEC 320 C13
Connections - AP9870
Digi Server Cable, Cable (48 inch, RJ45/DB-25 Male)

Digi PortServer TS1 - Device server - Ethernet, Fast Ethernet, RS-232, PPP external
Digi - Power adapter
APC power cable - 2.4 m Black IEC-320 C14 and IEC 320 C13
Connections - AP9870
Digi Server Cable, Cable (48 inch, RJ45/DB-25 Male)

Digi PortServer TS4 - Device server - 4 ports - Ethernet, Fast Ethernet, RS-232, PPP
Digi - Power adapter
APC power cable - 2.4 m Black IEC-320 C14 and IEC 320 C13
Connections - AP9870
Digi Server Cable, Cable (48 inch, RJ45/DB-25 Male)

Digi PortServer - ConnectPort 1/TS 16 M81
Digi - Power adapter
APC power cable - 2.4 m Black IEC-320 C14 and IEC 320 C13
Connections - AP9870
Digi Server Cable, Cable (48 inch, RJ45/DB-25 Male)

Digi - Power adapter

Bracket for 19" Rack

APC power cable - 2.4 m Black IEC-320 C14 and IEC 320 C13
Connections - AP9870

Linkonix Device Server UDS 1100 - Device server - 100Mb LAN,
100Mb LAN, RS-232, RS-422, RS-485

Multi Tech Modem and Global Brick Power Supply
Multi Tech Power cord with US Plug

X-SWITCH (Special Order Item) 14 Day Delivery

Printer

GK4001 Direct Thermal 200 dpi EPL2 ZPL II Serial USB Power
cord-US
Cables, 6 ft. USB cable (USB 2.0, A to B)
G-Series 3YR Essential Depot (WARRANTY)

Qty Price Total Product Compatibility

1	\$249.00	\$249.00	ZEBRA
1	\$455.00	\$455.00	DIGI INTERNATIONAL
1	\$21.00	\$21.00	DIGI INTERNATIONAL
1	\$471.00	\$471.00	DIGI INTERNATIONAL
1	\$560.00	\$560.00	DIGI INTERNATIONAL
1	\$31.00	\$31.00	DIGI INTERNATIONAL
1	\$30.00	\$30.00	DIGI INTERNATIONAL
1	\$21.00	\$21.00	DIGI INTERNATIONAL
1	\$551.00	\$551.00	DIGI INTERNATIONAL
1	\$305.00	\$305.00	DIGI INTERNATIONAL
1	\$31.00	\$31.00	DIGI INTERNATIONAL
1	\$30.00	\$30.00	DIGI INTERNATIONAL
1	\$21.00	\$21.00	DIGI INTERNATIONAL
1	\$387.00	\$387.00	DIGI INTERNATIONAL
1	\$528.00	\$528.00	DIGI INTERNATIONAL
1	\$31.00	\$31.00	DIGI INTERNATIONAL
1	\$30.00	\$30.00	DIGI INTERNATIONAL
1	\$23.00	\$23.00	DIGI INTERNATIONAL
1	\$612.00	\$612.00	DIGI INTERNATIONAL
1	\$1,945.00	\$1,945.00	DIGI INTERNATIONAL
1	\$31.00	\$31.00	DIGI INTERNATIONAL
1	\$30.00	\$30.00	DIGI INTERNATIONAL
1	\$23.00	\$23.00	DIGI INTERNATIONAL
1	\$2,075.00	\$2,075.00	DIGI INTERNATIONAL
1	\$11.00	\$11.00	DIGI INTERNATIONAL
1	\$23.00	\$23.00	DIGI INTERNATIONAL
1	\$30.00	\$30.00	DIGI INTERNATIONAL
1	\$160.00	\$160.00	Lantronix
1	\$207.00	\$207.00	MULTITECH MODEM
1	\$20.00	\$20.00	MULTITECH MODEM
1	\$227.00	\$227.00	MULTITECH MODEM
1	\$160.00	\$160.00	MULTITECH MODEM
1	\$601.00	\$601.00	MULTITECH MODEM
1	\$10.00	\$10.00	MULTITECH MODEM
1	\$110.00	\$110.00	MULTITECH MODEM
1	\$721.00	\$721.00	MULTITECH MODEM

**ARROWHEAD REGIONAL MEDICAL CENTER
OPTIONS**

ZEBRA - GX420i, Thermal transfer printing, 203 dpi, 4" print width, USB, Serial Ethernet Interfaces Cables, 6 ft. USB cable (USB 2.0, A to B) G-Series 3YR Essential Depot (WARRANTY)	1	\$955.00	\$955.00	ZEBRA
	1	\$10.00	\$10.00	ZEBRA
	1	\$110.00	\$110.00	ZEBRA
			\$1,074.00	
ZEBRA - GX420i, Thermal transfer printing, 203 dpi, 4" print width, USB, Serial, CP Enhanced Cables, 6 ft. USB cable (USB 2.0, A to B) G-Series 3YR Essential Depot (WARRANTY)	1	\$805.00	\$805.00	ZEBRA
	1	\$10.00	\$10.00	ZEBRA
	1	\$110.00	\$110.00	ZEBRA
			\$923.00	
Zebra - GX420d, Direct thermal, 203 dpi - EPL2, ZPL II, USB / Serial / Ethernet Enhanced	1	\$953.00	\$953.00	ZEBRA
Zebra - GX430i, Direct and Thermal Transfer, 300 dpi - USB / Serial / Ethernet Enhanced	1	\$1,000.00	\$1,000.00	ZEBRA
Zebra - GX430i, Direct and Thermal Transfer, 300 dpi - USB / Serial / CP Enhanced	1	\$850.00	\$850.00	ZEBRA
GX430i USB/Serial/CP CTR ENHANCED Parallel, Serial, USB connection 300 DPI Prints 4 inch width includes a cutter Cables, 6 ft. USB cable (USB 2.0, A to B)	1	\$1,061.00	\$1,061.00	ZEBRA
	1	\$10.00	\$10.00	ZEBRA
			\$1,071.00	
Zebra Printer - ZT230 Direct Thermal Industrial, Printer (200 dpi, Serial/USB/ Parallel , US Power Cord, Tear Bar, ZPL)	1	\$1,104.00	\$1,104.00	ZEBRA
Zebra Printer - ZT230 Direct Thermal Industrial, Printer (200 dpi, Serial/USB/Ethernet 10/100, US Power Cord, Tear Bar, ZPL)	1	\$1,307.00	\$1,307.00	ZEBRA
Zebra Printer - ZT230 Direct Thermal and Thermal Transfer Industrial Printer (200 dpi, Serial/USB/ Parallel , US Power Cord, Tear Bar, ZPL)	1	\$1,195.00	\$1,195.00	ZEBRA
Zebra Printer - ZT230 Direct Thermal and Thermal Transfer Industrial Printer (200 dpi, Serial/USB/Ethernet 10/100, US Power Cord, Tear Bar, ZPL)	1	\$1,397.00	\$1,397.00	ZEBRA
ZEBRA Printer - ZT230 300 DPI, DT, US P/C, SER/USB/PAR, TEAR BAR, ZPL - DIRECT THERMAL	1	\$1,311.00	\$1,311.00	ZEBRA
Zebra Printer - ZT230 Direct Thermal Industrial, Printer (300 dpi, Serial/USB/Ethernet 10/100, US Power Cord, Tear Bar, ZPL)	1	\$1,714.00	\$1,714.00	ZEBRA
Zebra Printer - ZT230 Direct Thermal-Thermal Transfer Industrial Printer (TT, 300 dpi, Serial/Parallel/USB, US Power Cord, Tear Bar, ZPL)	1	\$1,402.00	\$1,402.00	ZEBRA
Zebra Printer - ZT230 Direct Thermal-Thermal Transfer Industrial Printer (300 dpi, Serial/USB/NT 10/100, US Power Cord, Tear Bar, ZPL)	1	\$1,405.00	\$1,405.00	ZEBRA
ZT410 203 dpi USB 2.0/RS-232 Serial / 10/100 Ethernet/Bluetooth 2	1	\$1,765.00	\$1,765.00	ZEBRA
ZT410 300dpi USB 2.0 RS-232 Serial 10/100 Ethernet Bluetooth 2.1 EZPL	1	\$2,152.00	\$2,152.00	ZEBRA
Zebra Printer - ZT230, 203DPI, TT, US P/C, SER/USB, Network 10/100, TEAR BAR, ZPL - Direct Thermal (No Ribbon)	1	\$1,307.00	\$1,307.00	ZEBRA
Zebra Printer - ZT230, 300DPI, TT, US P/C, SER/USB, Network 10/100, TEAR BAR, ZPL - Thermal Transfer (Ribbon)	1	\$1,931.00	\$1,931.00	ZEBRA
ZT410 Label Printer - 10/100, 203 dpi, 4" print width, USB/RS-232/Ethernet/Bluetooth interfaces	1	\$1,931.00	\$1,931.00	ZEBRA

ARROWHEAD REGIONAL MEDICAL CENTER
OPTIONS

Z7410 Label Printer - Width Cutter (Should be ordered ONLY if a client uses continuous labels with no perforation)	1	\$2,448.00	\$2,448.00	-	ZEBRA
HP JetDirect 300X - Print server - parallel - Ethernet, Fast Ethernet - 10Base-T, 100Base-TX	1	\$329.00	\$329.00	*	HP
Laser Jet 9500n: 1200 dpi x 1200 dpi-up to 50 ppm - capacity: 1100 sheets Parallel, 10/100Base-TX	1	\$4,230.00	\$4,230.00	\$44,146.50/44	HP
Informa LK-P12 Mobile Label Printer. Bluetooth, USB, Serial Interface. Includes Printer, Battery, AC Adapter, USB Cable, Belt Clip.	1	\$795.00	\$795.00		INFORMAS
Informa LK-P12 Spare Battery Pack	1	\$105.00	\$105.00		INFORMAS
Informa LK-P12 Single Slot Battery Charger. Includes Power Supply and US Power Cord	1	\$115.00	\$115.00		INFORMAS
Informa LK-P12 Silver Depot Service. 2-Day Turnaround at Depot, 3-Year Coverage	1	\$295.00	\$295.00		INFORMAS
			\$1,310.00		
Informa LK-P12 Mobile Label Printer. Wi-Fi, USB, Serial Interface. Includes Printer, Battery, AC Adapter, USB Cable, Belt Clip.	1	\$995.00	\$995.00		INFORMAS
NOTE: Testing will need to take place to determine if the format/layout will need to be updated. Adam P. will need to be contacted via a task action.					
Informa LK-P12 Spare Battery Pack	1	\$105.00	\$105.00		INFORMAS
Informa LK-P12 Single Slot Battery Charger. Includes Power Supply and US Power Cord	1	\$115.00	\$115.00		INFORMAS
Informa LK-P12 Silver Depot Service. 2-Day Turnaround at Depot, 3-Year Coverage	1	\$295.00	\$295.00		INFORMAS
			\$1,510.00		
PB22 2" PORT LABEL PTR BLUETOOTH	1	\$1,000.00	\$1,000.00		INTERMEC
AC ADAPTER, 12V/60W 2.5X2.5MM, LEVEL VI	1	\$81.00	\$81.00		INTERMEC
PB22 PLUS 2D 3 YR	1	\$198.00	\$198.00		INTERMEC
PB22 PLUS 5 DAY TURN 3	1	\$159.00	\$159.00		INTERMEC
CABLE SERIAL DATA PB2x/ pb3x/ PB42/PB50	1	\$70.00	\$70.00		INTERMEC
US power cord	1	\$10.00	\$10.00		INTERMEC
CABLE USB-A TO USB MINI B PLUG 2M	1	\$49.00	\$49.00		INTERMEC
CHARGER BTRY 4-SLOT PB50/21 Rev psu	1	\$425.00	\$425.00		INTERMEC
			\$2,693.00		
PB22 2" PORT LABEL PTR WLAN (wireless)	1	\$1,240.00	\$1,240.00		INTERMEC
AC ADAPTER, 12V/60W 2.5X2.5MM, LEVEL VI	1	\$81.00	\$81.00		INTERMEC
PB22 PLUS 2D 3 YR	1	\$198.00	\$198.00		INTERMEC
PB22 PLUS 5 DAY TURN 3	1	\$159.00	\$159.00		INTERMEC
CABLE SERIAL DATA PB2x/ pb3x/ PB42/PB50	1	\$70.00	\$70.00		INTERMEC
US power cord	1	\$10.00	\$10.00		INTERMEC
CABLE USB-A TO USB MINI B PLUG 2M	1	\$49.00	\$49.00		INTERMEC
CHARGER BTRY 4-SLOT PB50/21 Rev psu	1	\$425.00	\$425.00		INTERMEC
			\$2,752.00		
Lexmark - (115 V) - laser kit - for Optra S 1620, S 1625, S 1625n, S 1650, S 1650n, S 1655, S 1855, S 1855n	1	\$421.91	\$421.91		LEXMARK
Lexmark MS811n - Printer - BW - monochrome - laser - laser - Legal, A4 - 1200 dpi x 1200 dpi - 1200 dpi - up to 63 ppm - up to 63 ppm - capacity: 650 sheets - USB Cables to Go - USB cable - 4 pin USB Type A (M) - 4 pin USB Type B (M) - 6.6 ft (USB / Hi-Speed USB) - value	1	\$1,299.00	\$1,299.00		LEXMARK
Lexmark High Capacity Feeder - Media tray / feeder - 2000 sheets	1	\$22.00	\$22.00		LEXMARK
Lexmark High Capacity Output Expander - 1850 sheets	1	\$570.00	\$570.00		LEXMARK
Lexmark Cluster Base	1	\$570.00	\$570.00		LEXMARK
			\$399.00		
			\$2,490.00		
MICROLINE 691 (24 Pin Dot Matrix Printer)	1	\$773.00	\$773.00	*	OKIDATA

ARROWHEAD REGIONAL MEDICAL CENTER
OPTIONS

Serial Interface (Must be ordered with Obidian Data Dial Matrix Printers)

1	\$59.00	\$59.00	OXDATA
		\$872.00	

Zebra ZQ620 - Direct Thermal Printer ZQ620 3"X72mm
SPARE BATTERY SMART ZQ610/620

1	\$1,093.00	\$1,093.00	ZEBRA
1	\$109.00	\$109.00	ZEBRA
1	\$69.00	\$99.00	ZEBRA
1	\$219.00	\$239.00	ZEBRA
1	\$400.00	\$400.00	ZEBRA
1	\$400.00	\$1,940.00	

CX420h, Thermal transfer and Direct thermal printing, 203 dpi,
USB, Serial, 802.11b/g, EPL2 and ZPL II, 4MB Flash, 8MB RAM, US
Power cord
Cables, 6 ft. USB cable (USB 2.0, A to B)

1	\$1,655.00	\$1,655.00	Su&D
1	\$10.00	\$10.00	ZEBRA
		\$1,105.00	

Symbol - LS3205 Corded Scanner

1	\$208.00	\$208.00	Symbi&h
		\$208.00	SYMBOL

HC USB KIT with CBA-121-S072AR Shielded USB Cable

1	\$335.00	\$335.00	SYMBOL
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Zebra TC51 Termland, HC WLAN, 5.0", 2GB/16GB, SE4710,
4300MAH, MM, PTT, VOIP ready, GMS, RFC/FPC, NFC, US
Symbol CORD SET:18AWG SVT 3COND 7.5FT / US AC LINE CORD
7.5FT GROUND 3-WIRE

1	\$1,818.00	\$1,818.00	ZEBRA
1	\$13.00	\$13.00	McGraw-Hill Solutions

TC51 HEALTHCARE POWERPRECISION+ SPARE LITHIUM ION
BATTERY, 4300 MAH

1	\$101.00	\$101.00	ZEBRA
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TC51 HEALTHCARE 1-SLOT USB/CHARGE CRADLE

1	\$349.00	\$349.00	ZEBRA
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TC51 Healthcare White 5-Slot Charge Only SmartCradle, charges up
to five devices. Includes power supply PWRUGA12V108W/0VW and
DC cable CBL-DC-381A1-01

1	\$462.00	\$462.00	ZEBRA
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TC51 Healthcare white 4-slot battery charger. Includes Power Supply
and DC cable
3 Year Zebra OneCare Essential. Includes Comprehensive Coverage

1	\$472.00	\$472.00	ZEBRA
1	\$353.00	\$353.00	ZEBRA
		\$3,773.00	

Zebra TC56 Hand Held Computer - 4/32GB 2D SE4710 4300 MAH
GMS US

1	\$1,919.00	\$1,919.00	ZEBRA
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USB Charge Cable

1	\$63.00	\$63.00	ZEBRA
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Clampette adapter plug with USB ports

1	\$46.00	\$46.00	ZEBRA
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POWER SUPPLY - Wall Charger

1	\$29.00	\$29.00	ZEBRA
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Zebra SG-TC5X-EXO-1-01 Rugged boot without strap

1	\$81.00	\$81.00	ZEBRA
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CORD :18AWG SVT 3COND 7.5FT

1	\$13.00	\$13.00	SYMBOL
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MICRO USB ACTIVE-SYNC CABLE

1	\$13.00	\$13.00	ZEBRA
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TC51/TC56 SPARE BATTERY 4300MAH

1	\$101.00	\$101.00	ZEBRA
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TC51/TC56 CHARGE/USB COMM CABL

1	\$53.00	\$53.00	ZEBRA
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KIT: TC51/56 1-SLOT USB/CHARGE CRADLE

1	\$314.00	\$314.00	ZEBRA
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KIT: TC51/TC56 5-SLOT ETHERNET CRADLE

1	\$1,071.00	\$1,071.00	ZEBRA
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POWER SUPPLY-100-240 US PLUG.

1	\$25.00	\$25.00	ZEBRA
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TC56XX 3YR ESSENTIAL CC

1	\$333.00	\$333.00	ZEBRA
		\$4,093.00	

Honeywell USB KiOmini-directID black scanner USB Type A 1.5m
cable

1	\$150.00	\$150.00	Honeywell
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Honeywell - Bar Code Scanner - Voyager 1460g Linear Imager
(USB Kit, Omni-Direct, ID, PDF, 2D, Black, 1.5 Meter Cable)
STAND GRAY, 6 INCH/15cm FLEX,1250G

1	\$319.00	\$319.00	Honeywell
1	\$28.00	\$28.00	Honeywell
		\$17.00	

Honeywell 1908HHD-5 Barcode Scanner

1	\$478.00	\$478.00	Honeywell
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CTS0, ANDROID 6/GOOGLE MOBILE SERVICE, 802.11
A/B/G/N/AC, 1020 IMAGER (N6600), 2.26 GHZ QUAD-CORE,
2GB/16GB MEMORY, 8MP CAMERA, BT 4.0, NFC, BATTERY 4,040
MAIL U.S. FCC
CHARGE/USB, POWER SUPPLY, POWER CORD

1	\$2,265.00	\$2,265.00	Honeywell
1	\$474.00	\$474.00	Honeywell

ARROWHEAD REGIONAL MEDICAL CENTER
OPTIONS

QUAD BATTERY CHARGER, FOR RECHARGING UP TO 4 BATTERIES. KIT INCLUDES DOCK, POWER SUPPLY, POWER CORD		\$274.00	\$274.00		Honeywell
CT59 SNAP-ON USB ADAPTER		\$97.00	\$97.00		Honeywell
CT59 PLUS 2 DAY 3 YEARS		\$418.00	\$418.00		Honeywell
CT59 Full Comprehensive 5 day 3 year		\$107.00	\$107.00		Honeywell
UNIVERSAL AC CHARGER KIT, W/ Cable		\$60.00	\$60.00		INTERMEC
CABLE USB-A TO USB-B 2M PD41		\$55.00	\$55.00		INTERMEC
			\$4,056.00		
USB Kit: Omni-directional, 1D, black scanner (1450g (D-2), flexible presentation stand (STD-1503-009-A), USB Type A 1.5m straight cable (CBL-590-150-S00)		\$174.65	\$174.65		Honeywell
SRJ1T Healthcare 2D Scanner		\$472.00	\$472.00		Intermec
DS420MIC SCANNER ONLY MULTI-IF HEALTHCARE WHITE INTELLISTAND ADJUSTABLE FOR 1.842XX CASH REGISTER		\$385.00	\$146.00		MOTOROLA
WHITE		\$60.00	\$60.00		MOTOROLA
CABLE UNIVERSAL STYLE USB SHIELDED 7' STRAIGHT		\$27.00	\$27.00		MOTOROLA
5 Year Zebra OneCare Select, includes Comprehensive Coverage		\$51.00	\$51.00		MOTOROLA
			\$488.00		
TC55 ANDROID JELLYBEAN ATT LTE		\$1,379.00	\$1,379.00	ShellExpress	MOTOROLA
HSFA+ 1D SCANNER 1X BATTERY		\$36.00	\$36.00		MOTOROLA
TC55 EXT CAP (1.5X) BATTERY DOOR		\$71.00	\$71.00		MOTOROLA
TC55 1X STD BATTERY 2960 MAH - Lithium-Ion Batteries 1x 1.5x		\$101.00	\$101.00		MOTOROLA
TC55 1.5X EXT BATTERY 4410 MAH - TC55 Lithium-Ion Batteries 1.5x		\$36.00	\$36.00		MOTOROLA
TC55 RUGGED CHARGE CABLE		\$75.00	\$75.00		MOTOROLA
TC55 VEHICLE CRADLE		\$400.00	\$400.00		MOTOROLA
TC55 5-SLOT CHARGE ONLY CRADLE KIT, CRADLE MOUNT BRKT for CRDUNV-XXC-5000R		\$202.00	\$202.00		MOTOROLA
PWR SPLY: 100-240 VAC, 12VDC, 4, 16A MOD		\$58.00	\$58.00		MOTOROLA
TC55 BOOT - TC55 Protective Boots Blue&Black		\$71.00	\$71.00		MOTOROLA
TC55 BOOT - TC55 Protective Boots Grey&Black		\$71.00	\$71.00		MOTOROLA
TC55 HOLSTER		\$41.00	\$41.00		MOTOROLA
LVI AC/DC PSU		\$18.00	\$18.00		MOTOROLA
3Y Uplift Service from the Start Bronze		\$200.00	\$200.00		MOTOROLA
CORD : 18AWG SVT 3COND 7.5FT		\$13.00	\$13.00		MOTOROLA
PS 100-240 VAC, 5V, 1.2A W PLUGS		\$12.00	\$12.00		SYMBOL
ES400MC45 AUTO CHARGE CABLE (CIG ADPTER)		\$60.00	\$60.00		SYMBOL
			\$2,597.00		
TC55 ANDROID JB VZW JG VOICE& DATA 1D		\$1,379.00	\$1,379.00		MOTOROLA
TC55 RUGGED CHARGE CABLE		\$36.00	\$36.00		MOTOROLA
LVI AC/DC PSU		\$18.00	\$18.00		MOTOROLA
3Y Uplift Service from the Start Bronze		\$200.00	\$200.00		MOTOROLA
			\$1,641.00		
DS920R Omnidirectional Hands-Free Presentation Imager (DS920SR, USB K.I., 7 Foot Slimfield Cable)		\$371.00	\$371.00	SoftLab&DataCallPda	Makerele Solutions
Xerox DocuMate 632 Imager		\$1,995.00	\$1,995.00		Xerox
Terminal Server					
4 Port Console Server with 4 RS232 R445 ports and AC power		\$1,495.00	\$1,495.00	General Instrument	MKV750plex
8 PORT Console Server, 8 R445 ports, single AC power		\$2,102.00	\$2,102.00	General Instrument	MKV750plex
8 PORT Console Server, 8 R445 ports, Dual AC power		\$2,604.00	\$2,604.00	General Instrument	MKV750plex
16 PORT Console Server with 16 R445 ports, single AC power		\$2,741.00	\$2,741.00	General Instrument	MKV750plex
16 PORT Console Server with 16 R445 ports, Dual AC power		\$3,022.00	\$3,022.00	General Instrument	MKV750plex
32 PORT Console Server with 32 R445 ports, single AC power		\$3,675.00	\$3,675.00	General Instrument	MKV750plex
32 PORT Console Server with 32 R445 ports, dual AC power		\$4,087.00	\$4,087.00	General Instrument	MKV750plex
48 PORT Console Server with 48 R445 ports, dual AC power		\$5,624.00	\$5,624.00	General Instrument	MKV750plex

Third Party Software

ARROWHEAD REGIONAL MEDICAL CENTER
OPTIONS

Dragon Medical Practice Edition 12.0	1	\$1,599.00	-	Dragon
Dragon Maintenance (Upgrade assurance and Nance technical support for 1 year)	1	\$288.00	\$288.00	Dragon
Plantronics Bluetooth Wireless Callisto Headset	1	\$216.00	\$216.00	Plantronics
			\$2,697.99	
VSEFAX UPGRADE - with License to attach up to 4 modems	1	\$1,000.00	\$1,000.00	Esker
One (1) Additional Port on VSEFAX 6.X	1	\$1,050.00	\$1,050.00	Esker
Twenty (20) Additional Ports on VSEFAX 6.X	1	\$12,672.00	\$12,672.00	Esker
Two Additional Ports on VSEFAX 6.X	1	\$1,602.00	\$1,602.00	Esker
Four Additional Ports on VSEFAX 6.X	1	\$3,400.00	\$3,400.00	Esker
Eight Additional Ports on VSEFAX 6.X	1	\$6,236.00	\$6,236.00	Esker
Upgrade Four Additional Ports on VSEFAX V6.X	1	\$1,452.00	\$1,452.00	Esker
Upgrade to VSEFAX 6.X on Unit or RISC Server	1	\$2,500.00	\$2,500.00	Esker
VSEFAX 6.X Unit on RISC Server- Include one Year technical support contract	1	\$5,600.00	\$5,600.00	Esker Full License only
STEDMANN'S PLUS 2015 MEDICAL PHARMACEUTICAL SPELLCHECKER	1	100	\$100.00	Lippincott Williams & Wilkins
CANTASIA STUDIO LICENSE V 9 ELECTRONIC	1	\$249.00	\$249.00	Testbank
Camtasia Back Up CD	1	\$10.00	\$10.00	Testbank
			\$249.00	

Minimum Requirements:

- Microsoft Windows 7 or Windows 8
- Microsoft DirectX 9 or later version
- Microsoft .NET 4.0 (included)
- Dual-core processor minimum - Recommended: Quad-core processor or better
- 2 GB RAM minimum - Recommended: 4 GB or more
- 2 GB of hard-disk space for program installation
- Display dimensions of 1024x768 or greater
- Dedicated Windows-compatible sound card, microphone, and speakers (recommended)

Feature-Specific Requirements:

- Camtasia Studio Add-in for PowerPoint requires PowerPoint 2007 (32-bit) or PowerPoint 2010 or 2013 (32-bit or 64-bit)
- Import of movie and production to new and old requires Apple QuickTime 7.2 or later
- Playback using the Smart Player is supported on Internet Explorer 8+, Chrome, Firefox, Safari, 5.1+, iOS 6+, Android 4+ (Chrome for Android Recommended)
- Camera video recording requires a USB Web Camera. Recording live from a TV camera is not supported.
- CPU acceleration requires DirectX 9 compatible video adapter with 128 MB of video memory or greater and Pixel Shader 2.0 or later

NOTE: Monthly maintenance charges, as well as installation and shipping charges will apply to peripherals added to cost proposal. Prices noted that pricing for peripherals is subject to change without prior notice due to hardware price fluctuations.

OPTION 2 - VSEFAX Fax Server Software
VSEFAX 6.X Unit on RISC Server- Includes one year technical support contract
Multitech Modem and Global Brick Power Supply - MT92429A-IEC and Power cord with US plug
(Fax Modem)

Total Option Cost :

OPTION 2 - Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing) 86

OPTION 3 - Reference Lab Interface (See Reference Lab Vendor)

Reference lab interface
Remote installation, setup and testing

Total Option Cost :

OPTION 3 - Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing) 632

OPTION 4 - Sorbini Billing Module
Application Software
Sorbini Billing Module

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Installation and Training	Subtotal:	Man Hours	Coun/Tr	Trip	Travel & Out-of-pocket Expenses			Total
					Airfare	Man Days	Coun/Man day	
SYSTEM CONFIGURATION STAGING / PREPARATION / INSTALLATION System Preparation & Diagnostics Software Load, System Configuration, Installation and Testing Pre-Billable & Load Stud. Setup (Reports, Labels, Worksheets - Bill)	Subtotal:	16						
		24						
		16						
PROJECT MANAGEMENT Project Management - Bill Project Kick Off & Workflow Assessment (1 day at client site) - Bill Database Dictation/Biller Assistance - Define User Requirements - Bill	Subtotal:	60						
		24						
		20						
TRAINING AND DOCUMENTATION System Design 1 at SCC (Bill) File Build Assistance at Client Site - Bill Super User Training at Client Site (Bill) Mid Install on site (Bill) Remote Assistance (Bill) Pre-Live Review at Client Site (Bill) Live Assistance - at Client Site (Bill)	Subtotal:	24						
		40						
		32						
		32						
		60						
		32						
		32						
Subtotal:								
Total Installation and Training for SoftBill :								

OPTION 4 -Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing) 1,638

OPTION 5 - SoftBillPlus Client Billing Module		1							
Application Software									
SoftBillPlus Client Billing Module									
Installation and Training									
SYSTEM CONFIGURATION STAGING / PREPARATION / INSTALLATION									
System Preparation & Diagnostics		16							
Software Load, System Configuration, Installation and Testing		24							
Pre-Bill Plus & Load Stud. Setup (Reports, Labels, Worksheets - Bill Plus)		16							
Subtotal:									
PROJECT MANAGEMENT									
Project Management - Bill Plus		80							
Project Kick Off & Workflow Assessment (1 day at client site) - Bill Plus		24							
Database Dictation/Bill Plus Assistance - Define User Requirements - Bill Plus		20							
Subtotal:									
TRAINING AND DOCUMENTATION									
System Design 1 at SCC (Bill Plus)		24							
File Build Assistance at Client Site - Bill Plus		40							
Super User Training at Client Site (Bill Plus)		32							
Mid Install on site (Bill Plus)		32							
Remote Assistance (Bill Plus)		100							
Pre-Live Review at Client Site (Bill Plus)		32							
Live Assistance - at Client Site (Bill Plus)		32							
Subtotal:									
Total Installation and Training for SoftBill Plus :									

OPTION 5 -Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing) 2,736

OPTION 6 - SoftBill Accounts Receivable Application Software SoftBill Accounts Receivable		1						
Installation and Training								
Subtotal:								
Travel & Out-of-pocket Expenses								

ARROWHEAD REGIONAL MEDICAL CENTER
OPTIONS

	Man Hours	Cost/Hr	Trip	Airfare	Max Days	Cost/Max day	Total
SYSTEM CONFIGURATION STAGING / PREPARATION / INSTALLATION							
Software Load, System Configuration, Initialization and Testing	16						
Prepare & Load Shift, Setup Reports, Labels, Workflows - AR	8						
Subtotal:							
PROJECT MANAGEMENT							
Account Management -AR	120						
Project Kick Off & Workflow Assessment (1 day at client site) - AR	16						
Database Dictionaries - Define User Requirements (AR)	24						
Subtotal:							
TRAINING AND DOCUMENTATION							
System Design 1st SCC (AR) Site - AR	24						
File Build & Database at Client Site - AR	40						
Site User Training at Client Site (AR)	24						
Add Install on site (AR)	32						
Remote Assistance (AR)	160						
Pre-Live Review at Client Site (AR)	24						
Live Assistance - at Client Site (AR)	32						
Subtotal:							
Total Installation and Training for SoftAR:							
OPTION 6 -Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing)							3,342

OPTION 7 - SoftIDx Photometry Positive ID System for Blood Bank

Each Unit will be purchased for testing and when approved, the remaining units can be ordered.

SOIDx DEVICES AND ACCESSORIES
Zeiss TCS1 Terminal, HC WLAN, 5.0", 2GB/1GB, 252710, 4300MAH, MM, PTT,
VOIP ready, GMS, REC/FFC, NFC, US

USB Charge Cable

POWER SUPPLY

KIT: TCS1/56 1-SLOT USB/CHARGE CRADLE

SYNCO CORD SET: 18AWG SVT 3COND 7.5FT / US AC LINE CORD 7.5FT GRN/WH/BL 4-WIRE

MICRO USB ACTIVE SYNC CABLE

NOTE:

Device selections is tied to type of wireless security that is implemented by the client.

NOTE: The Batteries are consumable and they are not covered under maintenance.

OPTION - SCC Recommended Extended Warranty for a total of 3 years for the listed below items only**
Zeiss TCS1 Terminal, HC WLAN, 5.0", 2GB/1GB, 252710, 4300MAH, MM, PTT,
VOIP ready, GMS, REC/FFC, NFC, US

Maintenance and Support If the Extended Warranty Option is chosen:

Monthly Peripherals Maintenance (for the items not covered under the extended warranty) will increase by:
Monthly SCC Support (for the items covered under the extended warranty):

** Upon expiration of the extended warranty for the Zeiss TCS1, the Monthly Peripheral Maintenance will increase 10%

Hardware Subtotal :

Please note that after expiration of the extended warranty, the client will be responsible to pay for accidental damages to internal and/or external components that occur during normal use.

Examples of damages not covered under SCC Monthly Maintenance:

- 1) Damage housings.
- 2) Cracked or broken plastics.
- 3) Cracked or broken displays.
- 4) Cracked or broken touch screen/digitizers.
- 5) Cracked or missing keyboard/keys.
- 6) Missing or broken triggers.
- 7) Cracked or damaged exit windows.
- 8) Missing or damaged styluses.

ARROWHEAD REGIONAL MEDICAL CENTER
OPTIONS

- 9) Missing or damaged hand straps.
10) Missing or damaged screen protectors.

For Repair, the damaged unit will be sent to Motorola for evaluation and the estimated cost for repair will be presented to the client for approval.

Subtotal: \$0.00
Software License: Positive Patient Transfusion Administration System

Implementation & Training	Man Hours	Cost/Hr	Trip	Travel & Out-of-pocket Expenses**			Total
				Airfare*	Man Days	Cost/Man day**	
Account Management - SoftID Tx	32						
Installation and Testing - SoftID Tx	72						
Positive Patient Transfusion Administration System - SoftID Tx	40						
Super User / End User Training at Client Site - SoftID Tx	48						
Remote Assistance - SoftID Tx	24						
SoftBank Result Reporting Interface Modifications for Vital Signs Transmission	8						
Implementation Subtotal:							2,342

OPTION 7 - Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing)
OPTION 8 - Software License
SoftID Business Intelligence / Data Mining Software (for initial 5-User Kit) **
** Per each additional 5-User Kit, an additional \$9,000 license will apply plus maintenance.
Subtotal:

Installation and Training	Man Hours	Cost/Hr	Trip	Travel & Out-of-pocket Expenses			Total
				Airfare	Man Days	Cost/Man day	
Installation and Testing	32						
Project Management	24						
SoftID Requirements Assessment at Client Site	24						
Super User Training at Client Site	40						

NOTE: If there is an increase in airfare or hotel/taxi rental charges due to seasonal rates, the client will be notified of the additional charges and client shall be responsible to pay all such additional charges prior to SCC booking the flight.

Subtotal:

OPTION 9 - Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing)
OPTION 10 - Software License
SoftID Business Intelligence / Data Mining Software (for initial 5-User Kit) **
** Per each additional 5-User Kit, an additional \$9,000 license will apply plus maintenance.
Subtotal:

OPTION 11 - Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing)

OPTION 12 - Software License
SoftID Business Intelligence / Data Mining Software (for initial 5-User Kit) **
** Per each additional 5-User Kit, an additional \$9,000 license will apply plus maintenance.
Subtotal:

Implementation and Training	Man Hours	Cost/Hr	Trip	Travel & Out-of-pocket Expenses			Total
				Airfare	Man Days	Cost/Man day	
Installation, Setup and Testing (SoftWebPlus)	4						
Project Management - (SoftWebPlus)	32						
SoftWebPlus Training - at 1 of the Client Site -	24						
SoftWebPlus Setup for SCC products	24						
Remote Assistance (SoftWebPlus)	32						
Remote Live Assistance - (SoftWebPlus)	32						
Installation and Setup - HIS Interfaces	24						
Project Management - (SoftROE)	20						
Project Management - SoftCompliance	32						
Remote Assistance (SoftCompliance)	40						
Remote Installation - SoftROE	8						
Webex Training - SoftROE	32						
Remote Assistance - SoftROE	40						
NOTE: Upon exhaustion of the remote assistance hours, the Software Application Support and Maintenance Agreement shall be activated.							
Total Installation and Training:							

OPTION 9 -Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing)	6,145
OPTION 10 -Second Oracle Cloud Environment for Redundancy OracleCloud DUALSYS configuration— This solution offers high availability by offering server redundancy – Linux and Windows Servers. These VMs are placed in different availability domains (data centers) within the Oracle Cloud Regions to mitigate against data center outages. In case of a server or data center outage, SCC can engage the failover process to switch all activities to the available server. Two (2) APP (Linux) VM.Standard2.4 >> each configured with 4 OCPUs, 60G RAM, 200GB disk space for data and 400GB for backup Two (2) ORA (Linux) VM.Standard2.2 >> each configured with 2 OCPUs, 30G RAM, 60GB disk space for data and 1.2B for backup Two (2) Formatter (Windows) VM.Standard2.2 >> each configured with 2 OCPUs, 30G RAM, 200GB disk space for data and 200GB for backup ** Prices shown require a 12-Month Up front Annual Commitment for the Oracle Cloud Option - This configuration assumes that the client will extend their domain to the Cloud Infrastructure so that existing domain licensing rights can be extended to the cloud. - The price shown are an estimate and will revised upon finalizing all configuration details. Oracle Database Manager - Enterprise Edition including Oracle Advanced Security (Unlimited Users) - System 2 Oracle Weblogic Server (Unlimited User license - Standard Edition) - System 2 1 1	
OPTION 10 -Monthly SAAS Fee for a minimum of 60 Months (Starting at Contract Signing)	2,550
All SCC Software prices listed in the Options Section are valid for 12 months from the date of Signing Contract.	

PC Windows / Citrix server configuration and requirements

Client Serial/Assured

PC Configuration for SCC Application		Thin Client PC		Solid Desktop		Software/General specification		Notes	
Specifications		OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"
Supported Operating System		Windows 10 (64 bit)	Windows 10 (64 bit)	Windows 10 (64 bit)	Windows 10 (64 bit)	Windows 10 (64 bit)	Windows 10 (64 bit)	Windows 10 (64 bit)	Windows 10 (64 bit)
Third Party Software		Adobe Acrobat Reader ver. 10.0, 11.0, DC Microsoft Office ver. 10.0, 11.0, DC Other Web Browsers: Chrome, Firefox, Safari, MS Edge JNET Framework ver. 2.5 SP1, 4 MS Office ver. 2013 or higher	Adobe Acrobat Reader ver. 10.0, 11.0, DC Microsoft Office ver. 10.0, 11.0, DC Other Web Browsers: Chrome, Firefox, Safari, MS Edge JNET Framework ver. 2.5 SP1, 4 MS Office ver. 2013 or higher	Adobe Acrobat Reader ver. 10.0, 11.0, DC Microsoft Office ver. 10.0, 11.0, DC Other Web Browsers: Chrome, Firefox, Safari, MS Edge JNET Framework ver. 2.5 SP1, 4 MS Office ver. 2013 or higher	Adobe Acrobat Reader ver. 10.0, 11.0, DC Microsoft Office ver. 10.0, 11.0, DC Other Web Browsers: Chrome, Firefox, Safari, MS Edge JNET Framework ver. 2.5 SP1, 4 MS Office ver. 2013 or higher	Adobe Acrobat Reader ver. 10.0, 11.0, DC Microsoft Office ver. 10.0, 11.0, DC Other Web Browsers: Chrome, Firefox, Safari, MS Edge JNET Framework ver. 2.5 SP1, 4 MS Office ver. 2013 or higher	Adobe Acrobat Reader ver. 10.0, 11.0, DC Microsoft Office ver. 10.0, 11.0, DC Other Web Browsers: Chrome, Firefox, Safari, MS Edge JNET Framework ver. 2.5 SP1, 4 MS Office ver. 2013 or higher	Adobe Acrobat Reader ver. 10.0, 11.0, DC Microsoft Office ver. 10.0, 11.0, DC Other Web Browsers: Chrome, Firefox, Safari, MS Edge JNET Framework ver. 2.5 SP1, 4 MS Office ver. 2013 or higher	Adobe Acrobat Reader ver. 10.0, 11.0, DC Microsoft Office ver. 10.0, 11.0, DC Other Web Browsers: Chrome, Firefox, Safari, MS Edge JNET Framework ver. 2.5 SP1, 4 MS Office ver. 2013 or higher
Hardware Note		Minimum 22 in. (1600 X 1050) Resolution	Minimum 22 in. (1600 X 1050) Resolution	Minimum 22 in. (1600 X 1050) Resolution	Minimum 22 in. (1600 X 1050) Resolution	Minimum 22 in. (1600 X 1050) Resolution	Minimum 22 in. (1600 X 1050) Resolution	Minimum 22 in. (1600 X 1050) Resolution	Minimum 22 in. (1600 X 1050) Resolution

Windows Server Configuration for SCC Application		Software/General specification		Notes	
Specifications		OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"	OS: Windows 10/11 CPU: Intel Core i3/i5/i7 RAM: 8GB/16GB/32GB Storage: 128GB/256GB/512GB Display: 19" / 22" / 24" / 27"
Supported Operating System		Windows 10 (64 bit)	Windows 10 (64 bit)	Windows 10 (64 bit)	Windows 10 (64 bit)

[illegible]

If the client utilizes CIRA, then below details fund CIRA requirements

[illegible]Wireless requirement for better and
 simpler, SellTotalC, device[illegible]

NOTE 1: SCC HAS ASSUMED THAT THE CLIENT WILL PROCURE THE PC'S REQUIRED FOR SOFT MODULES.

NOTE: SCC does not include maintenance or repair for the 24 items.

NOTE For SoftCom discs: IMB2 tables are to be acquired with the second table. The actual cost of the model is \$500. Client Satisfaction, 1994