

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.2
(ID # 13009)

MEETING DATE:

Tuesday, August 04, 2020

FROM: (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratify and Approve the Master Customer Agreement with Sectra, Inc. for maintenance, upgrades and professional services for the Philips Sectra Picture Archive Communications System (PACS) without seeking competitive bids effective July 1, 2020 for five years; All Districts. [Total Cost \$3,280,965; up to \$328,096 in additional compensation - 100% Hospital Enterprise Fund – 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Master Customer Agreement with Sectra, Inc. for maintenance and upgrade services to the Philips Sectra Picture Archive Communications System (PACS) without seeking competitive bids for five years for a total aggregate amount of \$3,280,965 effective July 1, 2020 for five years through June 30, 2025, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed 10% of the total aggregate amount.

ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer – Health System 7/23/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 4, 2020
xc: RUHS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$762,393	\$593,139	\$3,280,965	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund – 40050			Budget Adjustment:	No
			For Fiscal Year:	20/21-24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Master Customer Agreement with Sectra, Inc. for maintenance, upgrades and professional services for the Philips Picture Archive Communications System (PACS) utilized by Riverside University Health System – Medical Center (RUHS-MC) for a total aggregate amount of \$3,280,965 effective July 1, 2020 for five years through June 30, 2025.

Sectra, Inc. is the only authorized provider of maintenance service on the PACS proprietary software and hardware. This system serves as the digital warehouse for the patients imaging records and is critical for an integrated electronic medical records (EMR) system. Without the necessary equipment and licenses, radiology technicians will not be able to read studies. Securing needed products and services from this vendor will ensure direct patient care is not negatively impacted across several operations.

The Master Customer Agreement with Sectra, Inc. will provide RUHS with redundancy between the hardware and software in the event of a system outage or failure. When the PACS server suffers a downtime, critical patient services are delayed. RUHS has experienced twenty (20) outages in 2019 within a 6-month period. One of the outages was experienced for up to 10 hours. If RUHS had a redundant system in place, downtime would have been avoided, thus preventing any further disruption to patient care.

This purchase request will also accomplish the following:

1. Add Professional Services for the Echo PACs Migration to the Sectra system.
 - a. The GE Radiology PACS system is end of life. It is mission critical to move the data off the existing PACS servers to avoid losing the data in the event of either a Sectra or GE PACS server failure. Additional data storage is needed to support the Medical Center and the new Medical Surgical Center's Radiology, and Cardiac physician and Patient data storage.
2. Add Annual Support to maintain Modality Worklists for all RUHS sites (including the new Medical Surgical Center).

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STATE OF CALIFORNIA**

- a. Sectra North America is the current Picture Archive Communications System (PACS) vendor and they are the only ones that can create and support Modality Worklists. Without Modality Worklists, the radiology technicians have to input all patient information manually, which can cause delayed patient care and mistakes.
3. Add Software and Annual Support for "Sectra Instant Messenger".
- a. The implementation and support for the requested "Sectra Instant Messenger" software is needed to facilitate efficient exam research. Specifically, when a question arises about a specific exam, the inquiring technician or physician is able to link that exam to their message which makes it much easier to look up and respond to. The use of this feature also ensures that direct patient care remains at a reasonable standard.

Impact on Residents and Businesses

There are no negative impacts on residents or businesses in the County of Riverside.

Additional Fiscal Information

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Support and Maintenance Fee, Existing Items	\$443,100.00	\$443,100.00	\$443,100.00	\$443,100.00	\$443,100.00	
50K upgrade each year, license fee	\$110,622.00	\$110,622.00	\$110,622.00	\$110,622.00	\$110,622.00	
Year 1, 50k upgrade, annual support fee		\$24,336.00	\$24,336.00	\$24,336.00	\$24,336.00	
Year 2, 50k upgrade, annual support fee			\$24,336.00	\$24,336.00	\$24,336.00	
Year 3, 50k upgrade, annual support fee				\$24,336.00	\$24,336.00	
Year 4, 50k upgrade, annual support fee					\$24,336.00	
Quote Q007164, Image Migration	\$75,000.00					
Quote Q007800, BCS, Software fee	\$129,671.00					
Quote Q007800, annual support fee (SW already purchased)		\$2,410.00	\$2,410.00	\$2,410.00	\$2,410.00	
Quote Q007801, annual support Fee		\$11,814.00	\$11,814.00	\$11,814.00	\$11,814.00	
Quote Q008056, Instant Messenger, Software fee	\$4,000.00					
Quote Q008056, annual support fee		\$857.00	\$857.00	\$857.00	\$857.00	
Total Annual Fee	\$762,393.00	\$593,139.00	\$617,475.00	\$641,811.00	\$666,147.00	\$3,280,965.00
12 Monthly Fees of:	\$63,532.75	\$49,428.25	\$51,456.25	\$53,484.25	\$55,512.25	

Contract History and Price Reasonableness

On June 16, 2009, Agenda Item 3.40, the Board of Supervisors approved a one-year Agreement with eight (8) one-year renewal options with Sectra North America as a single source provider of maintenance and upgrade services for the Picture Archive Communications System (PACS) in the amount of \$406,050. This approval for contract award was a result of competitive bid RFP#MCARC-076, released by the Purchasing Department on September 12, 2008.

As a result of this bidding process, Sectra North America was awarded as the most qualified, responsive/responsible bidder with the lowest proposed cost. Sectra also agreed to hold the same pricing for up to four of the additional one-year periods.

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On April 28, 2015, Agenda Item 3-30, the Board of Supervisors approved a sole source (SSJ#15-392) and an Agreement with Sectra, Inc. as a single source provider of maintenance and upgrade services for the Philips Sectra Picture Archive Communications System (PACS) utilized by RUHS-MC in the amount of \$1,875,000 over a five (5) year period.

On October 29, 2019, Agenda Item 15.1, the Board of Supervisors approved a motion for the ratification and approval of Amendment No. 1 to the Master Customer Agreement with Sectra, Inc., in the amount of \$754,278 to implement a new cardiology module with reporting and interventional functionality and to memorialize the vendors name change from Sectra North America, Inc. to Sectra, Inc.

During the RUHS-Medical Center's twenty-year relationship with Sectra, Inc., there have not been price increases for the past ten years. Sectra has provided substantial discounts on all of the added software (in many cases over 20%), as well as guaranteed prices on included annual volume increases.

Sectra also provided Instant Messenger SW package free of charge to support remote reading during the COVID-19 pandemic.

ATTACHMENTS:

- A. MASTER CUSTOMER AGREEMENT WITH SECTRA, INC.**
- B. SOLE SOURCE JUSTIFICATION FORM**


Tina Grande, Assistant Purchasing Director 7/23/2020


Brianna Lantajo, Management Analyst 7/28/2020


Gregory H. Priamos, Director County Counsel 7/23/2020

SECTRA, INC.
COUNTY OF RIVERSIDE
DOC-BMAD-BFFN4N
MASTER CUSTOMER AGREEMENT

THIS MASTER CUSTOMER AGREEMENT (the "Agreement") is made and entered into as of July 1, 2020 (the "Effective Date") by and between:

County of Riverside (the "Customer")

and

SECTRA, INC. ("Sectra")

Address: 26520 Cactus Ave
Moreno Valley, CA 92555

Attn: Tura Morice

Email: RUHS_IS_Business_Office@RUHealth.org

Address: 2 Enterprise Drive, Suite 507
Shelton, CT 06484

Attn: Rob Hodson

Facsimile: 203-925-0906

In consideration of the mutual covenants set forth in this Agreement, Sectra and Customer hereby agree as follows:

1 **General Purpose of This Agreement.** Subject to the terms and conditions of this Agreement, Sectra will provide to Customer, and Customer will purchase from Sectra, (a) a License to the Sectra Product as more particularly set forth in **Schedule B (License)** to this Agreement, and (b) Installation and Support services, as more particularly set forth in **Schedule C (Installation, Warranties and Support)** to this Agreement.

2 **Schedules.** The following schedules are hereby incorporated in this Agreement by this reference (each a "Schedule").

Schedule	Description
A	Certain Definitions
B	License
C	Installation, Warranties and Support
D	General Terms and Conditions
E	Proposal(s)

3 **Riders.** As of the Effective Date, the following riders are hereby incorporated in this Agreement by this reference (provided that the Customer and Sectra may add additional riders, or amend or delete any then-existing riders, upon the mutual written agreement of the Customer and Sectra):

Riders
Service Level
Time and Materials Rates
Transition Services
Acceptance Rider

IN WITNESS WHEREOF, Sectra and Customer, by and through their duly authorized representatives, have entered into this Agreement effective as of the Effective Date.

County of Riverside

Signature: V. Manuel Perez

Print Name: V. Manuel Perez

Title: Chairman, Board of Supervisors

SECTRA, INC.

Signature: [Signature]

Print Name: ANDERS OSTERHOLM

Title: VICE PRESIDENT

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: [Signature]

Susanna Oh

Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: [Signature]
DEPUTY

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SECTRA, INC.

Schedule A

Certain Definitions

As used in the Agreement, the following capitalized terms (with capitalized first letter of each word of such terms) shall have the meanings set forth or referenced in this **Schedule A**. Each of the following definitions shall be equally applicable to the singular and plural forms of the terms defined. Other terms are defined on the Cover Page or elsewhere in this Agreement.

"Affiliate" of any person or entity means another person or entity controlling, controlled by, or under common control with that first person or entity. For this purpose, control of an entity means the ability to control the business decisions of that entity through ownership, contract or otherwise, or the right to fifty percent (50%) or more of the earnings or profits of such entity.

"Agreement" means the Cover Page and each Schedule and Rider listed on the Cover Page, and all exhibits, attachments, riders, schedules and appendices to any of the foregoing, as the same may be amended from time to time and in effect.

"Business Hours" means (8:00AM – 8:00PM east coast time, Monday through Friday ("**Business Days**"), observing holidays. As of the Effective Date, the regular observed holidays of Sectra include without limitation: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day, and also the day after Thanksgiving.

"Call Center" means Sectra's Customer Service Help Desk.

"Confidential Information" means the provisions of this Agreement (including the financial terms, License Fee, Support and Maintenance Fee and any other financial terms or conditions related to this Agreement), and any and all information, written or oral, provided or made available by or on behalf of Sectra or any of its Affiliates (each a "**Disclosing Party**") to the Customer or any of its Personnel, or any Affiliate of any of the foregoing (each a "**Recipient**") in connection with performance of obligations or exercise of rights under this Agreement, in any case that is a trade secret under applicable law, that is marked "confidential" or "proprietary" (or that bears similar markings or is otherwise clearly identified as confidential or proprietary), or that by its nature should reasonably be known by the Recipient to be confidential or proprietary; provided that, for the purposes of the foregoing definitions of Disclosing Party and Recipient, neither Sectra nor Customer shall be deemed to be a contractor of the other (or of any of such other party's Affiliates). Confidential Information includes, without limitation, information related to the Disclosing Party, its Affiliates, contractors and/or vendors and/or their respective businesses, products, services, business processes, financial condition, vendors, patients, and contractors. Confidential Information of Sectra also includes, whether or not marked confidential or proprietary, the structures and architecture of the Sectra Product, the service methodologies, pricing, personnel, plans and strategies of Sectra and the Source Code and Object Code. Information of a contractor or vendor of a Disclosing Party, or another third party to whom a Disclosing Party owes a duty of confidentiality, will be treated as Confidential Information of the Disclosing Party if it meets the description above. Notwithstanding anything else, Confidential Information does not include information that: (a) was in the public domain before the date of this Agreement or that subsequently comes into the public domain other than as a result of disclosure by a Recipient in violation of this Agreement; (b) was or is lawfully received by a Recipient free of any obligation of confidentiality, as shown by such Recipient's files and records prior to the time of disclosure; or (c) is independently developed by or on behalf of a Recipient without use of any Disclosing Party's Confidential Information, as shown by such Recipient's files and records prior to the time of disclosure. A Disclosing Party's Confidential Information includes material prepared by a Recipient to the extent it contains or references Confidential Information provided by such Disclosing Party.

"Contract Price" means the Total Contract Price (or Total Solution Price) set forth in a Proposal, which includes the License Fee, Support and Maintenance Fee, and any other fees set forth in a Proposal plus any and all applicable taxes payable thereon.

"Disabling Code" means, as to any software, computer code that is designed to delete, interfere with, or disable the normal operations of such software.

"Documentation" means manuals, functional specifications, technical specifications, and user instructions regarding the Sectra Product which is made available to Customer by Sectra.

"Expanded Support" means any of the services which are (a) not expressly included in Support under this Agreement, or (b) expressly excluded from Support under this Agreement, or (c) expressly set forth in this Agreement as being "**Expanded Support**".

"First Use Date" means that date upon which the Sectra Product has been accepted or deemed accepted pursuant to the Acceptance Rider.

"Hardware" means, collectively, any computer, server, workstation or other hardware, including without limitation any hardware upon which any Software is or may be installed.

"Installation" and **"Installed"** refer to duties carried out by Sectra to load, test and run Software delivered by Sectra.

"Intellectual Property" means all algorithms, analyses, application programming interfaces (APIs), apparatus, concepts, confidential information (including, as applicable, Confidential Information), configurations, content, deliverables, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, routines, reports, reporting formats, schematics, software code (in any form including source code and executable or object code),

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specifications, subroutines, templates, techniques, tools, tutorials, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

"Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) sui generis database rights; (f) other proprietary rights in Intellectual Property of every kind and nature; and (g) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (f) of this definition.

"License" means the non-exclusive right and license to the Sectra Product as granted pursuant to Section 1 of **Schedule B (License)**, and subject to the scope set forth in Section 2 of **Schedule B (License)**.

"License Fee" means the license fee for the License, as set forth in a Proposal. Customer acknowledges and agrees that an increase in (i) Licensed Volume from the Licensed Volume then in effect (with respect to an exam-based License), or (ii) authorized users of the Installed Sectra Product (with respect to an enterprise License) may require additional License Fees to be paid to Sectra, as may be set forth in a Proposal.

"Licensed Materials" means the Software and the Documentation.

"Licensed Volume" means, with respect to an exam-based License, the volume of exams that Customer is licensed to process via the Sectra Product under the License, as set forth in a Proposal. Customer acknowledges and agrees that an increase in Licensed Volume from the Licensed Volume then in effect may require (i) additional License Fees, (ii) increased Threshold Volumes and (iii) changed Minimum System Requirements, as each may be set forth in a Proposal, and the costs and expenses for all of which Customer shall be solely responsible.

"Minimum System Requirements" means the minimum requirements for Customer's internal information technology system in order for the Sectra Product to perform as warranted pursuant to Section 2 of **Schedule C (Installation, Warranties and Support)**, as such Minimum System Requirements are set forth in a Proposal. Customer acknowledges and agrees that Minimum System Requirements may be changed by Sectra as a result of Sectra and Customer mutually agreeing in writing to adjust the Threshold Volume and/or Licensed Volume, and Customer shall be solely responsible for the costs and expenses of any such changed Minimum System Requirements.

"Minor Bug Fixes" means patches, corrections, or fixes to an error or bug in the Software that do not interfere with the material functionality of the Software.

"Object Code" means the object code (i.e., compiled, machine readable format only) portion or manifestation of the Software.

"Personnel" means, as to any party hereto, any contractor, employee, agent, representative or other personnel of such party.

"Platform" means, collectively, the hardware, operating systems, programming languages, databases, architectural tools, and other items of technology that are required or used for the operation of the Sectra Product, but which are independent of the Sectra Product.

"Platform Upgrade" means an Update or Upgrade that operates on a Platform that is different from the Platform required for the Sectra Product immediately prior to the time that such Update or Upgrade is made generally available by Sectra.

"Proposal" means, as to each Sectra Product, the proposal therefor attached as **Schedule E** hereto. Sectra and Customer acknowledge and agree that after the Effective Date, upon the mutual written agreement of Sectra and Customer, additional proposals may be added to **Schedule E** hereto.

"Qualified Customer Personnel" means such of Customer's Personnel who have such technical proficiency and qualifications to be capable of carrying out Sectra's instructions in connection with any Support.

"Regulatory Authority" means any international, national, state, provincial, municipal, local, territorial or other governmental or quasi-governmental regulatory authority, department, or judicial or administrative body.

"Regulatory Requirement" means any law, ordinance, regulation, rule, judgment, order, declaration, decree, directive, legislative enactment, or other binding requirement of or by any Regulatory Authority. References to any Regulatory Requirement refer to such Regulatory Requirement in changed or supplemented form, or to a newly adopted Regulatory Requirement replacing a previous Regulatory Requirement.

"Sectra Product" means, individually and collectively, each Sectra Product licensed and sold, and/or Supported by, Sectra under a Proposal or a Rider to this Agreement, which is comprised of the applicable Software, but specifically excludes Hardware and Unsupported Software.

"Service" means, individually and collectively, any services provided by, Sectra under a Proposal or a Rider to this Agreement, including without limitation Support.

"Software" means, collectively, the Sectra-owned software (i.e., software that has been developed and is owned by Sectra) and Third Party Software, which is explicitly set forth in a Proposal as being licensed to Customer and/or Supported by Sectra, specifically excluding Unsupported Software.

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"Source Code" means the source code (i.e., written by a human in programming language and before compilation into machine executable object code) portion or manifestation of the Software.

"Support" means those support and maintenance services as described in Section 3 of **Schedule C (Installation, Warranties and Support)** and the Service Level Rider, which shall be provided by Sectra on any Sectra Product, specifically including any Supported Version of the Software, but specifically excluding any Hardware and Unsupported Software. The term **"Support"**, when used as a verb, shall also mean Sectra's provision of Support (as used as a noun pursuant to the foregoing).

"Support and Maintenance Fee" means, for the initial 12-month period of the Support Period, the annual support fee set forth in the Proposal, and, upon the expiration of each 12-month period of the Support Period, the Support and Maintenance Fee for the immediately next 12-month period of the Support Period shall be increased by the percent change for such 12-month period in the Consumer Price Index for All Urban Consumers (CPI-U) U.S. City Average for All Items published by the Bureau of Labor Statistics for the United States Department of Labor.

"Support Period" means the support period set forth in a Proposal (the **"Support Period"**).

"Supported Version" means, at any time, the two (2) most recently released versions of the Software that Sectra makes generally available to its customers at such time.

"Third Party Service Provider" means, with respect to any Hardware or Unsupported Software, the third party, which shall be responsible for support of and service to such Hardware or Unsupported Software, such as an OEM of any such Hardware or Unsupported Software

"Third Party Software" means software that has been developed or is owned by a third party.

"Threshold Volume" means the volume of exams that may be processed via the Sectra Product provided that the Minimum System Requirements are met, as such Threshold Volume is set forth in a Proposal. Customer acknowledges and agrees that an increase in Threshold Volume from the Threshold Volume then in effect may require a change in the Minimum System Requirements, and Customer shall be solely responsible for the costs of any additional or upgraded hardware, software and/or services needed in order to meet such changed Minimum System Requirements.

"Unsupported Software" means any software that is (i) not explicitly identified as being Supported by Sectra under a Proposal, (ii) explicitly identified as being Unsupported Software under a Proposal, (iii) any version of the Software other than the Supported Version, or (iv) any Third Party Software (A) with respect to which the applicable OEM therefor has sunsetted or ceased to provide service, support, or fixes, or (B) for which the applicable service period or warranty provided by the applicable OEM with respect thereto has expired. For avoidance of doubt, Sectra's Support obligations hereunder shall not apply to any Unsupported Software, and Unsupported Software shall not be deemed part of the Sectra Product (or Software thereof) hereunder.

"Updates" means any new version to the Software (as typically identified by the number to the right of the decimal), which is generally provided by Sectra to its customers.

"Upgrades" means any new release of the Sectra Product (as typically identified by the number to the left of the decimal), which is generally provided by Sectra to its customers.

"Virus" means any virus, worm, program, Disabling Code, computer instructions (including executable code or operating system scripts), or rogue code that disables, harms, disrupts, or performs malicious actions against a person's computing systems or network.

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Schedule B

License

1 Grant of License

Subject to the scope set forth in Section 2 of this Schedule B, the Customer hereby obtains a non-exclusive, non-transferable, limited and perpetual license (subject to the termination provisions of Section 6 of Schedule D (General Terms and Conditions)) to use the Sectra Product solely for its internal purposes (the "License"), provided that the License Fee is paid pursuant to Section 2 of Schedule D (General Terms and Conditions).

2 Scope of the License

- 2.1 If the License is an enterprise license (as indicated in a Proposal), the Customer may use, access, display, run, or otherwise interact with the Software on its internal information technology system. If the License is an exam-volume license (as indicated in a Proposal), the Customer may, on an enterprise-wide basis, use, access, display, run, or otherwise interact with the Software on its internal information technology system with the maximum volume of exams per each consecutive 12-month period of the License, commencing upon the First Use Date thereof, that Customer is licensed to process via the Sectra Product being the then-effective Licensed Volume.
- 2.2 The Customer may store or install a copy of the Software on a single storage device used solely to run the Software on the Customer's internal information technology system, subject, however, to the scope of the License, as indicated in Section 2.1 of this Schedule B. Customer shall not allow any third party, other than its Personnel (exclusive of contractors/agents who are competitors of Sectra), to implement, access, or operate any of the Sectra Product.
- 2.3 Copies of the Software or any other Licensed Materials may be reasonably made for safety or archival purposes only and shall be marked with appropriate proprietary, confidential, and copyright notices, markings, and legends. This Schedule B shall apply also to such copies.
- 2.4 Without Sectra's prior written consent, the Customer is not entitled to copy, or in any way transfer or use, the Software or any other Licensed Materials in any manner except as stated in this Agreement. Customer shall not, and shall ensure that its Personnel shall not, reverse engineer, decompile, translate or disassemble any portion of any of the Software (including any Object Code or Source Code) or otherwise discover or duplicate any content, data, technology, routines, computer software, algorithms, methods or underlying ideas or design or user interface techniques included in any of the Software (including any Object Code or Source Code).
- 2.5 Proprietary, confidential, and copyright notices, markings, and legends on or in any of the Software or other Licensed Materials, or computer media through which any of the Software or other Licensed Materials is accessible to the Customer, or on or in any Documentation, may not be removed, changed, or modified by Customer in any way.
- 2.6 The Customer is not entitled to grant any sublicense, lease, export, lend or otherwise transfer, or permit any third party to use, access, implement, operate, modify or dispose of, any of the Software or other Licensed Materials (whether directly or indirectly, and whether with compensation or free of charge).
- 2.7 The Customer shall ensure that all Hardware on which the Software is installed is free from Viruses. Customer shall protect the Sectra Product against alteration by any person(s) other than Sectra.
- 2.8 The applicable License shall include the license to use, access, display, run, or otherwise interact with Upgrades and Updates provided pursuant to this Agreement.
- 2.9 Customer acknowledges that none of the Sectra Product (including without limitation the Software) is designed or intended for use in applications where the failure or inaccuracy of the Sectra Product carries a risk of death, bodily injury or physical or environmental damage ("**Prohibited Purposes**"). Prohibited Purposes include, but are not limited to, closed-loop systems (or other systems that provide medical care without human intervention), life support machines, the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, and weapons systems.
- 2.10 Export Restrictions. Customer acknowledges that the Sectra Product (including without limitation the Software) may be subject to United States and any applicable foreign export control laws, restrictions, and regulations, including, but not limited to, the U.S. Export Administration Regulations. Customer represents, warrants and agrees that it will not, directly or indirectly, export, re-export, transmit, or divert, or allow the export, re-export, transmission or diversion, of the Sectra Product or any part or direct product thereof (a) to Cuba, North Korea, Iran, Sudan or Syria or to any other country that is subject to a U.S. government export embargo or that has been designated by the U.S. government as a terrorist supporting country, (b) to any national of any of those countries set forth in clause (a) who is not a permanent U.S. resident, (c) to any person or party on the U.S. Export Administration Table of Denial Orders, the U.S. Bureau of Industry and Security Entity List or the U.S. Department of Treasury List of Specially Designated Nationals (or any successor regulations or supplement), (d) to any person or entity who may be engaged in, or who may use the Sectra

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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.2
(ID # 13009)

MEETING DATE:

Tuesday, August 04, 2020

FROM: (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratify and Approve the Master Customer Agreement with Sectra, Inc. for maintenance, upgrades and professional services for the Philips Sectra Picture Archive Communications System (PACS) without seeking competitive bids effective July 1, 2020 for five years; All Districts. [Total Cost \$3,280,965; up to \$328,096 in additional compensation - 100% Hospital Enterprise Fund – 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

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ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer – Health System 7/23/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 4, 2020
xc: RUHS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

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			For Fiscal Year:	20/21-24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Master Customer Agreement with Sectra, Inc. for maintenance, upgrades and professional services for the Philips Picture Archive Communications System (PACS) utilized by Riverside University Health System – Medical Center (RUHS-MC) for a total aggregate amount of \$3,280,965 effective July 1, 2020 for five years through June 30, 2025.

Sectra, Inc. is the only authorized provider of maintenance service on the PACS proprietary software and hardware. This system serves as the digital warehouse for the patients imaging records and is critical for an integrated electronic medical records (EMR) system. Without the necessary equipment and licenses, radiology technicians will not be able to read studies. Securing needed products and services from this vendor will ensure direct patient care is not negatively impacted across several operations.

The Master Customer Agreement with Sectra, Inc. will provide RUHS with redundancy between the hardware and software in the event of a system outage or failure. When the PACS server suffers a downtime, critical patient services are delayed. RUHS has experienced twenty (20) outages in 2019 within a 6-month period. One of the outages was experienced for up to 10 hours. If RUHS had a redundant system in place, downtime would have been avoided, thus preventing any further disruption to patient care.

This purchase request will also accomplish the following:

1. Add Professional Services for the Echo PACs Migration to the Sectra system.
 - a. The GE Radiology PACS system is end of life. It is mission critical to move the data off the existing PACS servers to avoid losing the data in the event of either a Sectra or GE PACS server failure. Additional data storage is needed to support the Medical Center and the new Medical Surgical Center's Radiology, and Cardiac physician and Patient data storage.
2. Add Annual Support to maintain Modality Worklists for all RUHS sites (including the new Medical Surgical Center).

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

- a. Sectra North America is the current Picture Archive Communications System (PACS) vendor and they are the only ones that can create and support Modality Worklists. Without Modality Worklists, the radiology technicians have to input all patient information manually, which can cause delayed patient care and mistakes.
3. Add Software and Annual Support for "Sectra Instant Messenger".
- a. The implementation and support for the requested "Sectra Instant Messenger" software is needed to facilitate efficient exam research. Specifically, when a question arises about a specific exam, the inquiring technician or physician is able to link that exam to their message which makes it much easier to look up and respond to. The use of this feature also ensures that direct patient care remains at a reasonable standard.

Impact on Residents and Businesses

There are no negative impacts on residents or businesses in the County of Riverside.

Additional Fiscal Information

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Support and Maintenance Fee, Existing Items	\$443,100.00	\$443,100.00	\$443,100.00	\$443,100.00	\$443,100.00	
50K upgrade each year, license fee	\$110,622.00	\$110,622.00	\$110,622.00	\$110,622.00	\$110,622.00	
Year 1, 50k upgrade, annual support fee		\$24,336.00	\$24,336.00	\$24,336.00	\$24,336.00	
Year 2, 50k upgrade, annual support fee			\$24,336.00	\$24,336.00	\$24,336.00	
Year 3, 50k upgrade, annual support fee				\$24,336.00	\$24,336.00	
Year 4, 50k upgrade, annual support fee					\$24,336.00	
Quote Q007164, Image Migration	\$75,000.00					
Quote Q007800, BCS, Software fee	\$129,671.00					
Quote Q007800, annual support fee (SW already purchased)		\$2,410.00	\$2,410.00	\$2,410.00	\$2,410.00	
Quote Q007801, annual support Fee		\$11,814.00	\$11,814.00	\$11,814.00	\$11,814.00	
Quote Q008056, Instant Messenger, Software fee	\$4,000.00					
Quote Q008056, annual support fee		\$857.00	\$857.00	\$857.00	\$857.00	
Total Annual Fee	\$762,393.00	\$593,139.00	\$617,475.00	\$641,811.00	\$666,147.00	\$3,280,965.00
12 Monthly Fees of:	\$63,532.75	\$49,428.25	\$51,456.25	\$53,484.25	\$55,512.25	

Contract History and Price Reasonableness

On June 16, 2009, Agenda Item 3.40, the Board of Supervisors approved a one-year Agreement with eight (8) one-year renewal options with Sectra North America as a single source provider of maintenance and upgrade services for the Picture Archive Communications System (PACS) in the amount of \$406,050. This approval for contract award was a result of competitive bid RFP#MCARC-076, released by the Purchasing Department on September 12, 2008.

As a result of this bidding process, Sectra North America was awarded as the most qualified, responsive/responsible bidder with the lowest proposed cost. Sectra also agreed to hold the same pricing for up to four of the additional one-year periods.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

On April 28, 2015, Agenda Item 3-30, the Board of Supervisors approved a sole source (SSJ#15-392) and an Agreement with Sectra, Inc. as a single source provider of maintenance and upgrade services for the Philips Sectra Picture Archive Communications System (PACS) utilized by RUHS-MC in the amount of \$1,875,000 over a five (5) year period.

On October 29, 2019, Agenda Item 15.1, the Board of Supervisors approved a motion for the ratification and approval of Amendment No. 1 to the Master Customer Agreement with Sectra, Inc., in the amount of \$754,278 to implement a new cardiology module with reporting and interventional functionality and to memorialize the vendors name change from Sectra North America, Inc. to Sectra, Inc.

During the RUHS-Medical Center's twenty-year relationship with Sectra, Inc., there have not been price increases for the past ten years. Sectra has provided substantial discounts on all of the added software (in many cases over 20%), as well as guaranteed prices on included annual volume increases.

Sectra also provided Instant Messenger SW package free of charge to support remote reading during the COVID-19 pandemic.

ATTACHMENTS:

- A. MASTER CUSTOMER AGREEMENT WITH SECTRA, INC.**
- B. SOLE SOURCE JUSTIFICATION FORM**


Tina Grande, Assistant Purchasing Director 7/23/2020


Brianna Lentajo, Management Analyst 7/28/2020


Gregory P. Priamos, Director County Counsel 7/23/2020

SECTRA, INC.

- 3.2.2** If at any time during which Sectra is providing Support or other Services, Customer has questions or concerns regarding such Support or other Service, Customer may contact its Sales Representative or Customer Service Manager.
- 3.2.3** On-site Support will be provided at Sectra's sole discretion and will be limited to the terms and conditions of this Agreement. If on-site Support is to be provided pursuant to this Section 3.2.3 of **Schedule C**, Qualified Customer Personnel shall meet and assist any service engineer or other employee or agent of Sectra. If any Qualified Customer Personnel misses an appointment that had been confirmed in advance, Customer hereby agrees to pay, as Expanded Support, for any additional incurred time and expenses as a result of such missed appointment.
- 3.2.4** Sectra and the Customer hereby understand and agree that neither Sectra, nor any of its subsidiaries, is responsible for any loss of data, and that the Sectra Product may be reset to factory default settings as a part of any problem resolution, and that it is the Customer's responsibility to regularly create and maintain backups of data and restore such data if needed. Furthermore, Customer hereby understands and agrees that: (i) regardless of whether Sectra is contracted to provide disaster recovery or business continuity Services, Customer shall be solely responsible for implementing and maintaining data back-up policies and procedures which according to customary standards for the healthcare industry, including without limitation implementing and maintaining back-up of data processed via the Sectra Product; and (ii) Sectra shall not be responsible, and Sectra shall not have any liability for, any data that is lost or corrupted (even if lost or corrupted by the Sectra Product or as a result of services rendered by Sectra), to the extent that the Customer has failed to implement and maintain such data back-up policies and procedures, and such data could have been recovered if the Customer had so implemented and maintained such policies and procedures. If, during the course of providing Support, Sectra must reset the Sectra Product to factory default settings, Sectra will first notify the Customer and allow reasonably ample time for the Customer to perform additional back-ups to ensure proper data integrity remains. In connection with the Sectra Product(s), Sectra may set forth and describe certain recommendations regarding the procedures, manners and frequencies of backing up of data processed and/or stored on the Sectra Product(s) (collectively, the "**Recommendations**"). Despite such Recommendations, Customer may choose not to implement all of such Recommendations, provided that Customer agrees to be solely responsible for any and all direct and indirect damages, awards, losses, liabilities, settlements, judgments, costs and expenses (collectively "**Damages**") which may result from Customer failing to implement all of such Recommendations. Without limiting the generality of the foregoing:
- a. Customer shall be solely responsible for, and hereby releases Sectra and its Affiliates (and the officers, directors, employees, agents, representatives and contractors of Sectra and its Affiliates) (collectively the "**Sectra Parties**") from, any and all Damages incurred as a result of Customer failing to implement (or having Sectra or a third party implement on its behalf) all of the Recommendations. Such Damages for which Customer is responsible, and from which the Sectra Parties are released, include, without limitation, loss of data, loss of use, loss of revenue, business interruption, loss of business, loss of profits, loss of goodwill and loss of investment;
 - b. Any repairs or services provided by Sectra with respect to any Sectra Product or otherwise as a result of Customer failing to directly (or indirectly through Sectra or third parties) implement all of the Recommendations, including without limitation, any restore or rebuild of the Sectra Product or data located thereon or processed thereby, shall not be part of Support, and, as such, shall be chargeable by Sectra to Customer as Expanded Support under the Agreement;
 - c. Customer shall indemnify, defend and hold harmless Sectra and each other Sectra Party, from and against any and all claims, lawsuits and other civil actions or proceedings commenced by any third party ("**Third Party Claims**") against Sectra or any of other Sectra Party, and any and all Damages (including, without limitation, interest awards, litigation costs, and reasonable attorneys' fees awards) incurred by Sectra or any of other Sectra Party, to the extent that such Third Party Claims are based on, or such Damages result from, Customer's failure to directly (or indirectly through Sectra or third parties) implement all of the Recommendations; and
 - d. **THIS SECTION 3.2.4 REFLECTS AN ALLOCATION OF RISK BETWEEN SECTRA AND CUSTOMER IN VIEW OF THE FEES CHARGED BY SECTRA TO CUSTOMER.**
- 3.2.5** If Support is requested, and it becomes apparent that the problem is caused by systems, software or hardware not delivered by Sectra (including without limitation Hardware and Unsupported Software), or by any other condition or event which is not covered by the limited warranty set forth in Section 2 of this **Schedule C**, the Customer agrees to pay, as Expanded Support, for time incurred to remedy any such problem.

3.3 Customer Responsibilities

- 3.3.1** Customer shall: (a) ensure that the Qualified Customer Personnel receive the Training as and when mutually agreed upon by the parties; and (b) provide Sectra in writing with a list of all Qualified Customer Personnel who shall act as the liaison and point-of-contact between Customer and Sectra for any Support or other

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SECTRA, INC.

Service issues initiated by any of Customer's Personnel. Customer may, at any time, change the identities of any so disclosed Personnel by giving Sectra written notice thereof.

- 3.3.2** Customer shall, at its own cost, have Qualified Customer Personnel perform initial problem troubleshooting to qualify the problem before opening a Support session with the Call Center. Notwithstanding the foregoing, Customer shall notify Sectra of performance issues related to any of the Sectra Product as soon as reasonably practical. Requests for assistance shall be initiated by Qualified Customer Personnel. Any such Qualified Customer Personnel shall: (i) have a clear problem description of the alleged defect(s), error(s) or malfunction(s) ready prior to opening any such Support session; (ii) be prepared to answer additional questions (such as recent system, network, or configuration changes) during any such Support session; and (iii) provide Sectra with all material information or other materials possessed by Customer regarding the alleged defect(s), error(s), or malfunction(s), and Customer's use of the Sectra Product, including without limitation, providing to Sectra output listings, data, and other assistance upon Sectra's reasonable request to enable Sectra to address the issue. Sectra shall not be responsible for any delays or losses attributable to any such Qualified Customer Personnel's failure to do any of the foregoing, and Customer shall pay, as Expanded Support, for any and all additional hours attributable to any such Personnel's failure to do any of the foregoing.
- 3.3.3** All of Customer's Personnel shall fully cooperate with Sectra, or its subcontractors, during the resolution of any problem in connection with any Support. Such cooperation may include but is not limited to: replacing, unplugging or connecting hardware components; receiving and returning replacement components; resetting and rebooting hardware components; network troubleshooting; loading or unloading media; following instructions; and any other activities requested by Sectra.
- 3.3.4** Qualified Customer Personnel shall handle all interaction and communication with all users of the Sectra Product at the Customer's site(s). Additionally, the Qualified Customer Personnel shall handle all interaction and communication with other vendors, including without limitation any Third Party Service Providers, and troubleshoot any Hardware and Unsupported Software.
- 3.3.5** When Support or other Service is requested, the Customer shall ensure that the service engineer, representative or agent of Sectra providing any such Support or other Services shall have full and immediate access to the Sectra Product, either remotely or onsite. Customer shall be responsible for providing and maintaining a VPN connection to connect from Sectra's support center to the Sectra Product located on the Customer's site(s), and Customer shall provide and maintain appropriate communication line(s) at its site for use by Sectra in its provision of Support or other Services.
- 3.3.6** The Customer shall install Sectra-validated Virus protection software on all Hardware on which the Software may be accessed (subject to any excluded uses and applications which are applicable to the same and which are disclosed by Sectra to Customer).
- 3.3.7** Customer shall have the following obligations with respect to the installation of Minor Bug Fixes, Updates and Upgrades:
- a.** Upon Sectra's request, Minor Bug Fixes are to be installed within ten (10) days after Sectra makes such generally available to its customers (unless a greater period of time for installation is authorized by Sectra in writing), and, thus, Customer shall (i) give Sectra such access to the Sectra Product as reasonably necessary in order for Sectra to Install Minor Bug Fixes on or before such deadline, and (ii) provide the additional prerequisites recommended by Sectra to Install such Minor Bug Fixes. In the event that Customer fails to do any of the foregoing, then, to the extent that any further Support issue arises, and such Support issue would not have arisen but for the failure to install the Minor Bug Fix, Sectra shall resolve such issue as Expanded Support hereunder, subject to the terms and conditions (including pricing) for Expanded Support.
 - b.** Upon Sectra's request, Updates (other than those that require Platform Upgrades) are to be installed within three (3) months after Sectra makes such generally available to its customers (unless a greater period of time for installation is authorized by Sectra in writing), and, thus, Customer shall (i) give Sectra such access to the Sectra Product as reasonably necessary in order for Sectra to Install Updates on or before such deadline, and (ii) provide the additional prerequisites recommended by Sectra to Install such Updates. If Customer fails to do any of the foregoing, then, to the extent that any further Support issue arises, and such Support issue would not have arisen but for the failure to install the Update in accordance with the foregoing terms and conditions, Sectra shall resolve such issue as Expanded Support hereunder, subject to the terms and conditions (including pricing) for Expanded Support.
 - c.** Upon Sectra's request, Upgrades (other than those that require Platform Upgrades) are to be installed within twelve (12) months after Sectra makes such generally available to its customers (unless a greater period of time for installation is authorized by Sectra in writing), and, thus, Customer shall (i)

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at its sole cost and expense, have such Upgrades installed, including purchasing the hardware/software for the Upgrade, as necessary to install such Upgrades, (ii) give Sectra such access to the Sectra Product as reasonably necessary in order for Sectra to Install such Upgrades on or before such deadline, and (iii) provide the additional prerequisites recommended by Sectra to Install such Upgrades. If Customer fails to do any of the foregoing, then, to the extent that any further Support issue arises, and such Support issue would not have arisen but for the failure to install any such Upgrade in accordance with the foregoing terms and conditions, Sectra shall resolve such issue as Expanded Support hereunder, subject to the terms and conditions (including pricing) for Expanded Support. Customer shall be responsible for the cost and expense of any such Upgrades and installation thereof (including all software license fees, hardware costs, and professional services fees). Customer acknowledges that an Upgrade may be necessary as a result of Customer's exam volumes exceeding the then-current Threshold Volume; and Sectra shall not be responsible for the cost of, any needed hardware or equipment, to the extent that the same is required as a result of (x) Customer's exam volumes exceeding the Threshold Volume and/or Licensed Volume or (y) Customer and Sectra entering into a written agreement to increase the Threshold Volume and/or Licensed Volume.

- d. Upon Sectra's request, Updates and Upgrades that require Platform Upgrades are to be installed within twenty-four (24) months after Sectra makes such generally available to its customers (unless a greater period of time for installation is authorized by Sectra in writing), and, thus, Customer shall (i) at its sole cost and expense, have such Platform Upgrades installed, including purchasing the hardware/software for the Platform Upgrade, as necessary to install such Updates and/or Upgrades, (ii) give Sectra such access to the Sectra Product as reasonably necessary in order for Sectra to Install such Updates and/or Upgrades on or before such deadline, and (iii) provide the additional prerequisites recommended by Sectra to Install such Updates and/or Upgrades. If Customer fails to do any of the foregoing, then, to the extent that any further Support issue arises, and such Support issue would not have arisen but for the failure to install any such Update and/or Upgrade on the Platform Upgrade in accordance with the foregoing terms and conditions, Sectra shall resolve such issue as Expanded Support hereunder, subject to the terms and conditions (including pricing) for Expanded Support. Customer shall be responsible for the cost and expense of any such Platform Upgrades and installation thereof (including all software license fees, hardware costs, and professional services fees). Customer acknowledges that a Platform Upgrade may be necessary as a result of Customer's exam volumes exceeding the then-current Threshold Volume; and Sectra shall not be responsible for the cost of, any needed hardware or equipment, to the extent that the same is required as a result of (x) Customer's exam volumes exceeding the Threshold Volume and/or Licensed Volume or (y) Customer and Sectra entering into a written agreement to increase the Threshold Volume and/or Licensed Volume.

3.4 Conditions for Support and Other Services

The Customer's right to claim any Support or other Service in accordance with this Agreement is conditioned on each of the following provisions:

- 3.4.1 The Customer shall have complied with its responsibilities for Support or such other Service under this Agreement, including without limitation Section 3.3 of this **Schedule C** and any Rider or Proposal for any Service.
- 3.4.2 The Customer shall have used the Sectra Product according to and in compliance with this Agreement (including without limitation **Schedule B (License)**), the Documentation and all other manuals, instructions and directions of Sectra.
- 3.4.3 The Customer shall have used the Sectra Product with machine equipment, operative systems and Minimum System Requirements as stated in a Proposal, and shall not have installed or used, or caused the installation or use of, any hardware, equipment or software with the Sectra Product that has not been approved by Sectra.
- 3.4.4 The Customer shall not have altered the Software and shall have used the Supported Version.
- 3.4.5 With respect to Support, the defect, problem or issue with the Sectra Product shall have occurred within the Support Period.
- 3.4.6 The Customer shall not have installed or used equipment with the Sectra Product that has not been approved by Sectra.
- 3.4.7 The Customer shall have complied with all third party configuration requirements.

4 Hardware, Unsupported Software, and Services

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SECTRA, INC.

- 4.1 Notwithstanding the foregoing, in connection with Hardware and Unsupported Software, if applicable, the Third Party Service Provider shall provide all installation services of such Hardware and Unsupported Software. Customer and the Third Party Service Provider will agree to installation procedures, including without limitation training and testing procedures, and time periods for installation of such Hardware and Unsupported Software. Sectra and Customer hereby acknowledge and agree that Sectra shall have no obligations, liabilities, costs, or expenses relating to such installation services, and Sectra makes no representations, warranties, or covenants relating to Hardware or Unsupported Software or the services provided by the Third Party Service Provider. Sectra shall not be responsible for the cost of, any needed hardware or equipment, to the extent that the same is required as a result of any upgrades or replacements of any Hardware or Unsupported Software
- 4.2 In connection with the integration of the Sectra Product with third party software applications, Sectra will perform the necessary tasks within the Sectra Product required to enable and support such integration, but Sectra is not responsible for the completion of integration tasks and services outside of its control or outside of the Sectra Product. Sectra and Customer hereby acknowledge and agree that Sectra shall have no obligations, liabilities, costs, or expenses relating to such third party integration services provided by a third party, and Sectra makes no representations, warranties, or covenants relating to the third party integration services provided by any third party.

5 Non-US Services

Notwithstanding any contrary provision of this Agreement (or any other Business Associate Agreement or other agreement between Sectra and Customer), it is hereby acknowledged and agreed that: (a) Sectra shall be permitted to provide, and may provide (at its discretion), to Customer, in connection with the Sectra Product(s) and Services licensed/sold/rendered by Sectra to Customer, third level Support/Services, specialist Support/Services and development Support/Services from its Affiliates (collectively, the "**Ancillary Services**"), and/or by personnel of Sectra or any of its Affiliates, which or who may be located outside of the US, specifically, as of the Effective Date, such Affiliates and/or personnel which or who may be located in Canada, Sweden and the UK; (b) all such personnel shall be employed Sectra or such Affiliate, and shall be HIPAA trained; and (c) all such personnel shall be permitted to, and may at the discretion of Sectra, access, view and export Protected Health Information, and temporarily store Protected Health Information, solely for the purpose of providing Ancillary Services, including, without limitation, troubleshooting and addressing issues with the Sectra Products. Other than as expressly provided above, Sectra shall not provide access or export any Protected Health Information to any other parties located outside of the US without written approval from Customer.

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Schedule D

General Terms and Conditions

1 Contract Price

Use by the Customer of, and Sectra's Support of, the Sectra Product, and Customer's right to any other Services, are contingent upon the Customer having paid the Contract Price stated in each Proposal pursuant to the payment terms of Section 2 of this Schedule D and each Proposal. The Contract Price is exclusive of any V.A.T. or similar taxes or public duties and fees. The Customer shall pay, and shall be solely responsible for, all such taxes, duties and fees.

2 Payment Terms

- 2.1 The Contract Price shall be paid by the Customer to Sectra pursuant to the payment installment terms set forth in each Proposal by wire transfer to an account designated by Sectra, or by check payable to Sectra, in immediately available funds. Any payments shall be automatically due and payable "net 30 days".
- 2.2 Any amounts due and owing from Customer to Sectra under this Agreement, or any invoice delivered by Sectra to Customer, that is not paid when due (as per this Agreement or any invoice, as applicable) shall accrue interest at 15% per annum or the maximum rate permitted by law, whichever is less, until paid in full (along with all accrued and unpaid interest thereon), and Customer shall remain obligated to repay any such accrued interest on unpaid amounts.

3 Confidentiality; Non-Solicitation

- 3.1 Confidentiality - Generally. From time to time, a Disclosing Party may disclose or make available to a Recipient, whether orally or in physical form, Confidential Information of such Disclosing Party. The parties acknowledge that the Sectra Product and Documentation delivered in connection therewith contains Confidential Information belonging to Sectra. Each Recipient is obliged to: (a) not make the Confidential Information of the Disclosing Party available to third parties without the Disclosing Party's express written permission; (b) take all appropriate measures to prevent disclosure to third parties of such Confidential Information; and (c) not use the Confidential Information of the Disclosing Party except for purposes of carrying out its obligations hereunder or exercising its rights to use such Confidential Information granted hereunder. The Recipient shall ensure that its Affiliates and its Personnel are informed of and comply with the confidentiality obligations of this Section 3 of Schedule D as well as the obligations regarding the rules for the use of the Sectra Product as set forth in Schedule B (License); and the Recipient shall be liable hereunder for any unauthorized disclosure or use of Confidential Information by any of its Affiliates or Personnel. During the term of the License, Customer shall use commercially reasonable efforts to use, store, and maintain the Sectra Product in a manner that will prevent any dissemination of Confidential Information. Notwithstanding the foregoing, a Recipient may provide access to Confidential Information of the Disclosing Party to its attorneys and to those of its employees, contractors, and advisors with a legitimate need to know such Confidential Information for purposes of performance of obligations for or on behalf of the Recipient, or evaluation, defense or enforcement of its rights and obligations under this Agreement, provided that any such employees, contractors, and advisors are bound to keep such Confidential Information confidential by obligations of confidentiality at least as restrictive as those contained herein.
- 3.2 Permitted Disclosures. Notwithstanding the provisions of Section 3.1 of this Schedule D, each Recipient may disclose Confidential Information of a Disclosing Party to the extent such disclosure is: (i) authorized in writing in advance by the Disclosing Party; (ii) necessary in connection with the enforcement or defense of this Agreement; or (iii) necessary to comply with any statute or Regulatory Requirements; provided that a Recipient seeking to make any such disclosure in order to comply with said statute or Regulatory Requirements will give the Disclosing Party prompt notice of such disclosure so that the Disclosing Party may comment in a reasonable period of time in advance on the form of disclosure to be made by such Recipient or seek an appropriate protective order. If, in the absence of a protective order, such Recipient is nonetheless legally required to disclose a Disclosing Party's Confidential Information, such Recipient may disclose such information without liability hereunder; provided, however, that such Recipient discloses only the minimum amount of Confidential Information required to be disclosed in order to comply.
- 3.3 Notice and Cooperation. The Recipient will promptly notify the Disclosing Party of any information that comes to its attention regarding any actual, potential, or attempted disclosure or unauthorized use or other breach of confidentiality, or any weakness in security, regarding or threatening the Confidential Information of the Disclosing Party. Each Recipient shall provide reasonable cooperation with the Disclosing Party in any action deemed by the Disclosing Party to be reasonably necessary to protect the Confidential Information or proprietary rights of the Disclosing Party.
- 3.4 Return of Confidential Information. Upon any termination/expiration of all or any part of this Agreement, or otherwise upon request of the Disclosing Party, the Recipient shall (a) deliver to the Disclosing Party any Confidential Information of any Disclosing Party in such Recipient's possession or under its control which is capable of being delivered, and (b) delete, erase, or otherwise destroy any Confidential Information of any Disclosing Party contained in any media in its possession or under its control which is not capable of delivery to the Disclosing Party and, in the case of Customer, which is not still reasonably required by Customer for its then-effective licensed use of the Sectra Product hereunder.

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- 3.5 **Non-Solicitation.** Each of Sectra and Customer agrees that, during the Support Period until the second (2nd) anniversary of the termination/expiration date of the Support Period (the "**Non-Solicit Period**"), such party shall not solicit, employ, or engage as an employee, independent contractor, or sales representative, or cause to be solicited, employed, or engaged as an employee, independent contractor, or sales representative, for or on behalf of such party or any third party, directly or indirectly, any individual who is an employee, sales representative, or independent contractor of the other party at any time during the Non-Solicit Period, other than through a general solicitation not directed at any such individual, provided that such obligated party shall not hire any such individual who responds to any such general solicitation.
- 3.6 The confidentiality and non-solicitation obligations of this Section 3 of **Schedule D** will remain in force after the expiration/termination of the License, the Support, or this Agreement.

4 Indemnity

- 4.1 Sectra shall indemnify, defend and hold harmless Customer and its Affiliates, and the officers, directors, employees, agents, representatives and contractors of the foregoing, from and against any and all claims, lawsuits and other civil actions or proceedings commenced by any third party ("**Third Party Claims**") against Customer or any of its foregoing covered indemnitees, and all damages, awards, losses, liabilities, settlements, judgments, costs and expenses (including, without limitation, interest awards, litigation costs, and reasonable attorneys' fees awards) ("**Losses**") incurred by Customer or any of its foregoing covered indemnitees and resulting from or arising out of such Third Party Claims, to the extent that such Third Party Claims are based on allegations that any Licensed Materials infringe any third party's registered United States patent existing on the applicable date of delivery of such Licensed Material by Sectra to Customer hereunder ("**Delivery Date**") or any third party's United States copyrightable work existing on that Delivery Date or misappropriate any third party trade secrets existing on that Delivery Date. Sectra's indemnification obligations under this Section 4.1 of **Schedule D** (the "**IP Indemnity Obligations**") are subject to Sections 4.1.1, 4.3 and 5 of this **Schedule D**.
- 4.1.1 If Customer's use of any of the Licensed Materials actually or in Sectra's sole opinion is likely to be the subject of a claim for infringement, then Sectra, at its option and expense, may either (a) procure for the Customer the right to continue using such Licensed Materials, or (b) replace or modify such Licensed Materials so that it becomes non-infringing, or (c) refund to Customer any pre-paid portion of the Support and Maintenance Fee for the remaining period of the prevailing term therefor. If such refund occurs, then Customer shall cease to use such Licensed Materials.
- 4.1.2 Notwithstanding anything else, the IP Indemnity Obligations do not apply: (i) if Customer admits any related third party allegation without the express prior written consent of Sectra; (ii) to any Third Party Claim or Loss to the extent such Third Party Claim or Loss results from or arises out of (A) any act or omission by Customer or any of its Personnel (other than the use of the Sectra Product or other actions, in any case as expressly authorized in this Agreement), (B) the existence or use of any property, equipment, facilities or Intellectual Property of Customer, (C) any use of any of the Software in combination with any technology, operating platforms, hardware, software, content, processes, systems, tools, products or other property not provided by Sectra, where the allegation of infringement or misappropriation relates to the combination, and/or (D) the continued use by Customer of infringing Software after Sectra has provided any remedy described in Section 4.1.1 of this **Schedule D**; (iii) any unauthorized modification, operation or use of the Licensed Materials by Customer or any of its Personnel; (iv) Customer's failure to use or implement corrections or enhancements to the Software made available by Sectra; (v) the willful misconduct or gross negligence of the Customer; and/or (vi) the breach by the Customer of this Agreement.
- 4.2 If a Third Party Claim is commenced against Customer or any of its indemnified parties, the Customer shall give notice to Sectra as promptly as practicable but in any event, within a period that will not prejudice the rights of Sectra under this Agreement or the ability of Sectra to defend the Third Party Claim. After such notice, Sectra shall assume the defense of such Third Party Claim, and may employ and engage attorneys of its choice to handle and defend the same, at Sectra's sole cost and expense. The Customer and each indemnified party shall cooperate in all reasonable respects with Sectra and its attorneys in the investigation, trial, defense and settlement of such Third Party Claim and any appeal arising therefrom. The Customer and each indemnified party may participate in such investigation, trial, defense and settlement of such Third Party Claim and any appeal arising therefrom, through their attorneys or otherwise, at their own cost and expense. No settlement of a Third Party Claim that involves a remedy other than the payment of money by Sectra shall be entered into without the written consent of the Customer, not to be unreasonably withheld, conditioned or delayed.
- 4.3 No indemnifying party shall have any obligation to indemnify any indemnified party for any Third Party Claims or Losses to the extent that such Third Party Claims or Losses are a result of fraud, intentional misconduct or gross negligence of such covered indemnified party.

5 Limitations of Liability

CONFIDENTIAL

SECTRA, INC.

- 5.1 TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER SECTRA NOR ANY OF ITS APPLICABLE LICENSORS SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES OF ANY CHARACTER RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM ANY LOSS OF GOODWILL, LOSS OF INVESTMENT, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF USE, LOSS OF REVENUE, LOSS OF BUSINESS, OR LOSS OF PROFITS; EVEN IF ANY PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION (INCLUDING, BUT NOT LIMITED TO, ANY ACTION IN TORT OR CONTRACT) MAY BE BROUGHT. THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN SECTRA AND CUSTOMER IN VIEW OF THE FEES CHARGED BY SECTRA TO CUSTOMER. THE LIMITATIONS OF THIS SECTION 5.1 OF SCHEDULE D SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 5.2 IF THERE SHALL, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AT ANY TIME BE ANY LIABILITY ON THE PART OF SECTRA BY VIRTUE OF THIS AGREEMENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS AGREEMENT, OR BY VIRTUE OF A BREACH BY SECTRA OF ANY REPRESENTATION OR WARRANTY CONTAINED HEREIN, WHETHER DUE TO THE NEGLIGENCE OF SECTRA OR OTHERWISE, CUSTOMER AGREES THAT, IN NO EVENT, WILL THE TOTAL AGGREGATE LIABILITY OF SECTRA FOR ANY CLAIMS, CAUSES OF ACTION, LOSSES OR DAMAGES EXCEED THE FEES PAID BY CUSTOMER TO SECTRA UNDER THIS AGREEMENT FOR THE LICENSED MATERIALS AND/OR SERVICES THAT IS/ARE THE SUBJECT OF ANY SUCH CLAIMS, CAUSES OF ACTION, LOSSES OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE, SHALL APPLY EVEN IF SECTRA OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIMS, CAUSES OF ACTION, LOSSES OR DAMAGES, AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OTHER REMEDIES POSSESSED BY CUSTOMER OR THIRD PARTIES. THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN SECTRA AND CUSTOMER IN VIEW OF THE FEES CHARGED BY SECTRA TO CUSTOMER. THE LIMITATIONS OF THIS SECTION 5.2 OF SCHEDULE D SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 5.3 Customer is solely responsible for all medical care and services delivered to patients and all decisions related to such medical care and services. Sectra, its Affiliates, subcontractors and Sectra personnel, and those third parties whose third party software, equipment, products or services Sectra uses or makes available in connection with this Agreement, in each case have no responsibility for any delivery of medical care or other services to any patient, or any decisions, acts or omissions of persons in connection with the delivery of medical care or other services to any patient, even if made or taken in use of or reliance upon the Sectra Product.
- 5.4 Sectra and its representatives shall not have any negligence or tort liability to the Customer arising from this Agreement.
- 5.5 Notwithstanding anything else, any and all claims or actions involving the parties relating to, directly or indirectly, or arising from this Agreement, the Sectra Product or any Services, however caused, regardless of the form of action and on any legal or equitable theory of liability, including, without limitation, contract, strict liability, negligence or other tort, shall be brought under this Agreement and shall be subject to the terms of this Agreement.
- 5.6 The limitations of liability and damages set forth in this Section 5 of Schedule D have been the subject of active and complete negotiations between the parties, represent the parties' agreement based upon such negotiations regarding allocation of cost and risk in light of other factors including the payments made to Sectra pursuant to this Agreement, and are fundamental elements of the basis of the bargain between the parties. Sectra would not enter into this Agreement without the limitations set forth in this Section 5 of Schedule D.
- 5.7 The exclusions and limitations in Sections 5.1 and 5.2 of this Schedule D do not apply to losses and liabilities arising out of or relating to (i) Sectra's indemnification obligations set forth in Section 4 of this Schedule D or (ii) Sectra's gross negligence or willful misconduct.

6 Termination; Expiration

- 6.1 Sectra shall have the right to terminate this Agreement (in whole or in part) with immediate effect upon written notice to Customer (in addition to all other rights and remedies of Sectra under this Agreement, by law or in equity) if the Customer should breach any of its material obligations under this Agreement and fails to cure such breach (if capable of being cured or unless otherwise expressly provided) within sixty (60) days following written notice of such breach has been delivered by Sectra to Customer. Notwithstanding the foregoing, non-payment of any of the Contract Price (including late payment interest) when due and payable, or breach of (i) any of Section 3 (**Confidentiality**) of this Schedule D, (ii) Schedule B (License) or (iii) any other provision regarding the Intellectual Property Rights or other proprietary/confidentiality rights of Sectra shall be deemed a breach of Customer's material obligations under this Agreement for which no cure period shall be available to Customer, and, as such, Sectra may immediately terminate upon written notice to the Customer. The Customer shall not be entitled to any refund of any paid Contract Price irrespective of the reason for termination of this Agreement. Such rights shall be in addition to, and not in lieu of, any other rights and remedies available to Sectra as result of any breach. Sectra may terminate Support and/or any other Service, without terminating the License, at its sole discretion, however, any termination of the License shall also terminate the Support and other Service obligations of Sectra under this Agreement, without any further action by or notice from Sectra.
- 6.2 Customer shall have the right to terminate this Agreement in its entirety with immediate effect upon written notice to Sectra (in addition to all other rights and remedies of Customer under this Agreement, by law or in equity) if Sectra should breach any of its material obligations under this Agreement and fails to cure such breach (if capable of being

CONFIDENTIAL

SECTRA, INC.

cured) within sixty (60) days following written notice of such breach has been delivered by Customer to Sectra. Such rights shall be in addition to, and not in lieu of, any other rights and remedies available to Customer as result of any breach. Customer may not terminate Support or any other Service, without terminating the License, and any termination of the Support or other Service shall also be deemed to terminate the License under this Agreement, without any further action by or notice from Sectra.

- 6.3 In the event that Customer shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or shall become subject to, any proceedings under any bankruptcy (or similar laws relating to insolvency or the protection of rights of creditors) of any jurisdiction, then Sectra shall be entitled to terminate this Agreement with immediate effect upon written notice to Customer.
- 6.4 With respect to any Sectra Product, upon the expiration of the Support Period without renewal pursuant to the definition thereof: (a) the Support obligations and rights of the parties hereunder, and all warranties, with respect to such Sectra Product shall automatically terminate and expire; and (b) if such Sectra Product has an exam-based License, then such License shall automatically terminate and expire. For avoidance of doubt, if any such Sectra Product has an enterprise based License, upon the expiration of the Support Period without renewal for such Sectra Product, such License for such Sectra Product shall continue pursuant to the terms and conditions of **Schedule B** without Support or any warranties.
- 6.5 Upon expiration or termination of this Agreement for any reason including without limitation a breach by Customer, and provided that Customer provides Sectra with written request therefor within ten (10) days prior to the effective expiration/termination date, Sectra shall provide the transition services described, and upon the terms and conditions set forth, in the Transition Services Rider (collectively, the "**Transition Services**") for the period set forth in the Transition Services Rider (the "**Transition Period**") in exchange for the fees set forth in the Transition Services Rider (the "**Transition Fees**"). All applicable provisions of this Agreement will be extended for the Transition Period to the extent necessary. Notwithstanding any contrary provision, in providing the Transition Services, Sectra shall at no time be obligated to give access to or otherwise disclose its Confidential Information to any third party, and Sectra shall have no obligation to provide any Transition Services unless and until the Transition Fees are paid in accordance with this Section 6.5 and the Transition Services Rider. For avoidance of doubt, Transition Fees shall be in addition to, and not in lieu of, any portions of the Contract Price payable by Customer under this Agreement.

7 Force Majeure; Savings

- 7.1 Sectra shall not be liable to the Customer for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to a Force Majeure Event. A "**Force Majeure Event**" is an event beyond the control of Sectra including (without limitation) war, terrorism, civil unrest, blockades, boycotts, strikes, lock-outs and other general labor disputes, acts of government or public authorities, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions and general shortages/fluctuations/failures of energy, power surges, structural deficiencies of the building in which the Sectra Product is located, air conditioning failure, failures in external networks, software defects or inefficiencies (other than with respect to the Software), or other defects in computer equipment.
- 7.2 Intentionally omitted

8 Disputes; Injunctive Relief

- 8.1 These Terms and Conditions shall in all respects be governed by and construed in accordance with the laws of the State of California, USA, including without limitation, all matters of construction, validity and performance (without regard to any conflict of law principles that would require the application of laws of any other state). Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may be brought in the courts of the State of California or of the United States of America located in the State of Connecticut and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process in any such suit, action or proceeding brought in the aforementioned courts by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth in this Agreement, or such other address as such party may specify by written agreement or by written notice to each other, such service to become effective ten (10) days after such mailing.
- 8.2 Subject to the injunctive remedies available to Sectra pursuant to Section 8.3 of this **Schedule D**, any claim, controversy or dispute between the parties, including, without limitation, any dispute involving any party hereto, or their agents, employees, officers, directors and affiliated agents ("**Dispute**"), whether at law, in equity or otherwise, shall be resolved by arbitration conducted by three (3) arbitrators, who shall be engaged in the practice of law. Each party shall select one (1) such arbitrator, and those two (2) selected arbitrators shall select a third (3rd) arbitrator. All arbitration proceedings arising from these Terms and Conditions shall be governed by the then current rules of the American Arbitration Association ("**AAA**"), subject to the limitation that the arbitrators shall not have the authority to award punitive damages. The arbitrators' award shall be final and binding and may be entered in any court having jurisdiction thereof.

CONFIDENTIAL

SECTRA, INC.

The prevailing party, as determined by the arbitrators, shall be entitled to an award of reasonable attorneys' fees and costs. All arbitration proceedings related to any Dispute shall occur in the City of Riverside in the State of California. It is expressly agreed that either party may seek injunctive relief or specific performance of the obligations hereunder to maintain the status quo during the pendency of any Dispute in an appropriate court of law or equity pending an award in arbitration. All arbitration proceedings shall be conducted in English.

- 8.3 The Customer acknowledges that any breach of its obligations with respect to any of Schedule B (License), and/or Section 3 (Confidentiality) of this Schedule D may cause Sectra irreparable harm or injury for which there are inadequate remedies at law and that Sectra shall be entitled to equitable relief in addition to all other remedies available to it. Customer agrees that if a court of competent jurisdiction determines that Customer has breached, or attempted or threatened to breach, its obligations pursuant to Schedule B (License), and/or Section 3 (Confidentiality) of this Schedule D, Sectra will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches of such obligations. Such relief or measures shall be in addition to, and not in lieu of, any other rights and remedies available to Sectra.

9 Miscellaneous

- 9.1 Customer hereby authorizes Sectra to make public announcements relating to the commencement of Customer's use of the Sectra Product, which public announcement may include the trade name(s) of the Customer.
- 9.2 Customer shall not assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of Sectra, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment with consent does not release the assigning party from any of its obligations under this Agreement unless the consent so states. Any assignment in violation of this Section 9.2 of Schedule D shall be deemed null and void and of no force or effect.
- 9.3 This Agreement shall be binding upon, and inure to the benefit of, the parties, their affiliated companies, subsidiaries, successors, and permitted assigns (if any), except as otherwise herein expressly provided. No person other than the parties, except governmental entities to the extent required by law or as otherwise herein expressly provided, shall be entitled to bring any action to enforce this Agreement, and the terms of this Agreement are intended solely for the benefit of, and to be enforceable only by, the parties or their respective successors in interest or assigns as permitted under this Agreement. Each party hereto warrants that each individual signing and initialing this Agreement on behalf of such party is authorized to execute this Agreement on behalf of each such respective party.
- 9.4 This Agreement, including all appendices, exhibits, schedules and riders attached hereto, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior proposals, understandings and all other oral and written agreements between the parties relating to the subject matter hereof.
- 9.5 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- 9.6 No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing signed by each of Sectra and the Customer. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy, nor shall any single or partial exercise by any party hereto of any right or remedy hereunder preclude any other or further exercise thereof or of any other right or remedy.
- 9.7 Sectra and its personnel and agents, in performance of this Agreement, are acting as independent contractors and not as employees or agents of Customer. Under no circumstance will either party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty to or make any representation on behalf of the other.
- 9.8 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. Counterparts to this Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 9.9 All notices relating to this Agreement shall be in writing, signed by the party giving or making such notice or communication, and shall be delivered by: (a) personal delivery; (b) facsimile or electronic mail transmission; (c) postage-prepaid certified or registered mail (airmail if available), return receipt requested; or (d) reliable, commercial overnight courier service. Notices shall be sent to the respective addresses of the parties set forth in the Cover Page,

CONFIDENTIAL

SECTRA, INC.

or such other address as either party may specify in writing in accordance with this Section 9.9 of **Schedule D**, and shall be deemed given upon receipt.

- 9.10 **Waiver of UCITA.** The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("UCITA"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.
- 9.11 Except as specifically provided for in this Agreement, all remedies provided for in this Agreement are cumulative and are in addition to any right or remedies available to either party at law or in equity.
- 9.12 In addition to all other provisions which expressly survive termination/expiration of the License, Support or this Agreement, or whose context requires such survival, the following provisions shall specifically survive termination/expiration of the License, Support or this Agreement: **Schedule A (Certain Definitions)** (for the purposes of interpreting other surviving provisions only); Sections 2.4-2.6 (inclusive), 2.9-2.11 (inclusive), 3 (**Ownership**) and 4 (**Return of Licensed Materials**) of **Schedule B**; Sections 2.3, 2.4, 2.6, 3.1.4, 3.2.4 and 4.1 of **Schedule C (Installation, Warranties and Support)**; and Sections 3 (**Confidentiality**), 5 (**Limitations of Liability**), 6 (**Termination**), 7 (**Force Majeure**), 8 (**Disputes**) and 9 (**Miscellaneous**) of this **Schedule D**.
- 9.13 In this Agreement, unless a clear intention appears otherwise: (a) the singular number includes the plural number and vice versa; (b) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (c) reference to any gender includes each other gender; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; (f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision hereof; (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (h) "or" is used in the inclusive sense of "and/or"; (i) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; (k) references to "person" or "persons" means an individual, corporation, limited liability company, partnership, trust, joint venture or other legal entity; (l) article and section headings herein are for convenience only and shall not affect the construction hereof; (m) section references shall be deemed to refer to all subsections thereof, unless otherwise expressly indicated; and (n) "derivatives" or "derivative works" of any Intellectual Property means any revision, modification, translation, expansion, recasting, transformation, porting adaptation, or other altered version of such Intellectual Property, as well as any derivative work of such Intellectual Property within the meaning of 17 U.S.C. Section 101 of the United States Copyright Act.

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Proposal

SECTRA, INC.

Ascend / TomTec Cardio:

Description	Quantity
TomTec - Adult Measurement Mapping	1
TomTec – Cardiac US Basic	7,500
TomTec – Cardiac Cath Complete	2,000
Invia SPECT	2
Ascend – CV core	1
Ascend - Adult Echocardiography	7,500
Ascend - Pediatric Echocardiography	1,000
Ascend - Cardiac Cath & Invasive Vascular KB	2,000
Ascend - Nuclear Cardiology Module	1,500

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Sectra Initials

Customer Initials

SECTRA, INC.

Initial Support Period:

Start date: 7/1/2020 - End date: 6/30/2025

Threshold Volume:

PACS 450,000 exams per year

Proposal Includes:

1. Software Upgrades and Updates
2. Software Upgrade and Update Installation and Applications Training
3. 24X7 Sectra Monitoring Service
4. UserWeb Accounts for Access to Web Helpdesk, System Documentation, Discussion Groups, Tech Tips
5. Unlimited Sectra Online Training Courses
6. 3 seats at each Sectra User Group Meeting, including transportation and accommodations.
7. Includes 50k Exam Volume Upgrade in July of each year. 5 total upgrades.
8. Includes items from quotes Q007164, Q007800, Q007801, Q008056.

Minimum Network Requirements:

IDS7/MX - 1Gbps,
IDS7/DX, /QA and /CX - 100Mbps,
1Gbps for server backbone.

Contract Price and Payment Terms:

Support and Maintenance Fees: \$2,519,184.00*

Sectra Product Fees: \$761,781.00*

Total Contract Price: \$3,280,965.00**

Payment Terms, monthly payments in advance

Breakdown of fees paid:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Support and Maintenance Fee, Existing Items	\$443,100.00	\$443,100.00	\$443,100.00	\$443,100.00	\$443,100.00	
50K upgrade each year, license fee	\$110,622.00	\$110,622.00	\$110,622.00	\$110,622.00	\$110,622.00	
Year 1, 50k upgrade, annual support fee		\$24,336.00	\$24,336.00	\$24,336.00	\$24,336.00	
Year 2, 50k upgrade, annual support fee			\$24,336.00	\$24,336.00	\$24,336.00	
Year 3, 50k upgrade, annual support fee				\$24,336.00	\$24,336.00	
Year 4, 50k upgrade, annual support fee					\$24,336.00	
Quote Q007164, Image Migration	\$75,000.00					
Quote Q007800, BCS, Software fee	\$129,671.00					
Quote Q007800, annual support fee (SW already purchased)		\$2,410.00	\$2,410.00	\$2,410.00	\$2,410.00	
Quote Q007801, annual support Fee		\$11,814.00	\$11,814.00	\$11,814.00	\$11,814.00	
Quote Q008056, Instant Messenger, Software fee	\$4,000.00					
Quote Q008056, annual support fee		\$857.00	\$857.00	\$857.00	\$857.00	
Total Annual Fee	\$762,393.00	\$593,139.00	\$617,475.00	\$641,811.00	\$666,147.00	\$3,280,965.00
12 Monthly Fees of:	\$63,532.75	\$49,428.25	\$51,456.25	\$53,484.25	\$55,512.25	

*Subject to annual increases as set forth in the definition of Support and Maintenance Fee

**Excludes applicable taxes, if any.

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The following Estimated Professional Services for the implementation of Quote Q007800 BCS, will be invoiced monthly as incurred, and are in addition to the yearly fees listed above.

Hours	Description	Total Price
38	Sectra, Project Manager Hours	\$7,600.00
43	Sectra, Senior Engineer Hours	\$10,750.00
54	Sectra, Apps Training Hours	\$16,200.00
18	Sectra, I-O Engineer Hours	\$5,400.00
		\$39,950.00

Quote Q007800 BCS includes:

Software Items – Support Fee Applies

Qty	Description
1	Sectra PACS 25K
1	Concurrent user engine 25K
1	ImageServer/s
1	AD support 25k
1	3D Core 25k
1	External app launch 25k
1	Image Central 25k
1	Breast Tomosynthesis
1	Enabling CAI-launch of ECG
1	PowerScribe 360 Bridge 25K
1	DICOM Router HA - VMware
1	DICOM Router Configuration HA- VMware
5	IDS7/dx
7	IDS7/qa
2	IDS7/mx + Keypad
2	IDS7/mqa
3	IDS7/cx - 5 concurrent users
1	UniView 25K
1	CD/DVD Production Center
2	Advanced Image Tool Package
2	Media Export Package
1	Display Text SR
1	OrthoStation Package

Quote Q008056 includes:

Software Items – Support Fee Applies

Qty	Description
1	Instant Messenger 200K (40 % discount)

Quote Q007801 includes: (SW already purchased)

Software Items – Support Fee Applies

Qty	Description
1	Fusion 200k
1	mpMRI Package 200K
1	Breast Tomosynthesis
2	Spare Mx keypad v2
1	IDS7/mqa

Quote Q007164 includes:

Qty	Description
500000	Image Migration - per exam fee

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Sectra Initials

Customer Initials

SECTRA, INC.

Service Level Rider

Gold Service Level Description Rider

Sectra Monitoring	24/7	Outbound Email Alerts to Customer and Sectra Helpdesk
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Helpdesk Availability	Phone: 8:00AM-5:00PM (Local Time)	Monday-Friday (except holidays)
	Email: Submit 24/7	Processed Next Business Day
Helpdesk Ticket Tracking	24/7	Sectra UserWeb
Product Documentation	24/7	Sectra UserWeb

Helpdesk Priority/Response		
Severity 1 (Critical)	Severe impact on Site Operations (including): <ul style="list-style-type: none"> • Patient Safety • Data Loss • No Modality can send to PACS • No PACS workstation can display images • No exam retrieval from archive • No web access 	Helpdesk Response: <ul style="list-style-type: none"> • 24/7 Helpdesk (After Hours Pager) Within 1 Hour
Severity 2 (Important)	Major loss of functionality; access degraded; major functions unavailable (including): <ul style="list-style-type: none"> • Performance problems • Repeated failures • Some modalities unable to send to PACS • Some PACS workstations cannot display images • HL7 Interface not functioning properly 	Helpdesk Response: <ul style="list-style-type: none"> • 24/7 Helpdesk (After Hours Pager) • Within 4 Hours
Severity 3 (Non-Critical)	Problems affecting productivity (including): <ul style="list-style-type: none"> • General application or administration questions • Configuration changes • Problems that have a hotfix or workaround solution that needs to be in a future patch or release 	Helpdesk Response: <ul style="list-style-type: none"> • Within 2 Business Days • Time may cross over to the next business day(s) • 8:00AM-5:00PM M-F (No Holidays)

Upgrades		
Remote	Safety	Scheduled: 8:00AM-11:00PM (Local Time) Monday-Friday (except holidays) Scheduled: 8:00AM-5:00PM (Local Time) Saturday-Sunday (except holidays)
	Fixes/Patches	
	Upgrades	
Remote	Safety	Scheduled: All Other Hours - Charged Time & Materials
	Fixes/Patches	
	Upgrades	
Onsite	Safety Concerns	Scheduled: Charged Time, Materials, Travel & Expenses
	Fixes/Patches	
	Upgrades	

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SECTRA, INC.

1 Limits of Support Services

Notwithstanding any contrary provision of the Agreement, Support does not include any of the following:

- 1.1 Remote or on-site training of the Customer or its Personnel above and beyond the initial training provided during Installation, as set forth in this Agreement.
- 1.2 Ongoing system administration tasks, including but not limited to: user maintenance, system backups, network troubleshooting, log file maintenance, and anti virus definition updates.
- 1.3 Any additional interfacing to or with image-producing devices or other systems beyond what was purchased from Sectra.
- 1.4 Any servicing, monitoring or other support of Customer's networks.
- 1.5 Correction of any defects or problems that are not within the scope of the limited warranty set forth in Section 2.2 of Schedule C (Installation, Warranties and Support).
- 1.6 Services needed in response to requests that do not originate from the failure of the Software to perform as warranted, or, if, in Sectra's reasonable opinion, such problems originate with Customer's equipment or hardware including without limitation services related to networks, communications, hardware, end user training/use of the Software, or issues related to third party software or virtual environments.
- 1.7 Assistance provided to Customer in the creation of custom reports, functions or formats.
- 1.8 Modification of patient demographics or other related information to synchronize such with a new HIS or RIS.
- 1.9 Correction of any problems with the Sectra Product occurring during any period that Customer is in breach or default of any provision of this Agreement.
- 1.10 Worklist or DDP configuration, mismatch resolution, archive or online image store maintenance.
- 1.11 Any repairs or services needed as a result of: (a) any alterations, adjustments, or configurations of the Sectra Product that were not approved by Sectra; (b) any hardware failure from misuse or mishandling of the Sectra Product by Customer, including improper handling, storage or maintenance; (c) any defect, malfunction or failure of any Hardware or Unsupported Software; (d) Virus attacks or security breaches; (e) changes in the IT environment, such as, but not limited to, moving the Sectra Product from one location to another, changing network addresses, moving the Software to other hardware, or updates in other vendor's software or systems; (f) deterioration of display performance due to expendable parts, such as LCD panels, backlights or CRTs. This includes changes in brightness, color, brightness uniformity, color uniformity, defective pixels or burnt pixels; (g) backups or table updating; (h) file reorganizations and restores; (i) testing by Customer in a production environment; (j) downtime during loading of any software in a production environment; (k) Customer's failure to address single-points-of-failure or high-risk implementations after being advised to do so by Sectra, including, without limitation, failure to use uninterruptible power supplies for every server; use of a single server solution; and/or lack of an archive or backup; (l) any design, specification or instruction provided by Customer; (m) Customer's failure to fulfill any of its obligations or responsibilities under this Agreement; (n) the failure of any person other than Sectra to comply with Sectra's written instructions or recommendations; (o) the Customer's combination of the Sectra Product (or any component thereof) with (i) a product, part or other item of any person other than Sectra or (ii) an incompatible product, part or other item of Sectra; and/or (p) a Force Majeure Event.
- 1.12 Any repairs, problems or services needed as a result of Customer exceeding the then-applicable Threshold Volume and/or Licensed Volume.

SECTRA, INC.

2 Expanded Support

- 2.1 Customer may request that Sectra perform any of the services set forth in Section 1 of this rider or any other services that do not comprise Support as Expanded Support, and Sectra (in its sole discretion) shall provide such Expanded Support. The Customer shall furnish a written purchase order to Sectra for any requested Expanded Support.
- 2.2 Any Expanded Support provided by Sectra under this Agreement, or deemed provided by Sectra under this Agreement, shall be charged at the then-current rates from the latest Sectra price list for Expanded Support, and Customer shall be obligated to pay for such Expanded Support at such rates. The current rates are set forth in the Time and Materials Rates Rider. Sectra must have received payment for Expanded Support within 30 days of the date of invoice for any Expanded Support. Regardless of the amount of time expended by Sectra in providing any Expanded Support, Customer shall be charged a minimum billable time for Expanded Support of 1.5 hours. Customer may request the latest Sectra price list via the contact information set forth herein.

SECTRA, INC.

Time and Materials Rates Rider

Sectra Time and Materials list price rates for Expanded Support as of the effective date of this Agreement are as set forth below. The time zone used for billing is based on the geographical location where the engineer is located when providing services.

Category 1	\$250.00 per hour	Applies 8:00AM – 5:00PM non-holiday weekdays
Category 2	\$375.00 per hour	Applies 5:00PM – 8:00PM, 7:00AM – 8:00AM non-holiday Weekdays and 7:00AM – 8:00PM Saturdays
Category 3	\$500.00 per hour	Applies 8:00PM – 7:00AM non-holiday weekdays, Saturday 8:00PM until Monday 7:00AM and All Holidays
Category 4	Hourly billing at half the clock time	Applies to all travel. Plus normal, customary and reasonable travel expenses.

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SECTRA, INC.

Transition Services Rider

Transition Period: Ninety (90) days commencing upon the later of (a) the effective expiration/termination date of the Agreement or (b) the date upon which the Transition Support Fee is paid and delivered by Customer to Sectra.

Transition Fees:

Transition Support Fee: An amount equal to the then-effective annual Support and Maintenance Fee as of the effective expiration/termination date of the Agreement as prorated for the number of days in the Transition Period.

Transition Expanded Support Fees: During the Transition Period, in addition to the Transition Support Fee, the Customer will pre-pay a reasonable estimated amount for any Transition Services which are not part of regular Support under the Agreement (the "**Transition Expanded Support Services**") at Sectra's then-current rates from the then most recent Sectra price list for Expanded Support. To the extent that the actually incurred time for any Transition Expanded Support Services exceed the estimate (and pre-payment) therefor, Sectra shall invoice, and Customer shall be obligated to pay, pursuant to the payment terms set forth in the Agreement, for any such excess of Transition Expanded Support Fees.

Transition Services:

1. Generally the transition services shall include any services that are reasonably requested by Customer, and reasonably performable by Sectra, to support the transition of Customer from the Sectra Product to a replacement product of another vendor.
2. Sectra shall provide to Customer at Customer's reasonable request any information specific to the Sectra Product installed with the Customer, including by way of example, information regarding Customer's hardware versions and updates, logs describing support issues, identity and contact information for hardware and third party software vendors, copies of annual plans or other assessments of the Sectra Product, and other similar information reasonably useful to Customer in supporting the transition.
3. Sectra shall assign to Customer any remaining period under manufacturer-provided warranties covering Hardware provided by Sectra to Customer. In connection with such assignment, Customer shall pay to Sectra the pro rata portion of any prepayments made by Sectra to the manufacturer for support, with the proration based upon the percentage of remaining support existing as of the effective date of the Agreement's termination/expiration.
4. Sectra shall otherwise provide regular Support to the Sectra Product pursuant to the terms and conditions of this Agreement during the Transition Period.
5. For avoidance of doubt, the foregoing Transition Services are subject to the payment of Transition Fees as well as Section 6.4 of **Schedule D (General Terms and Conditions)** of the Agreement.

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Date: July 6, 2020
From: Jennifer Cruikshank, CEO
To: Board of Supervisors/Purchasing Agent
Via: Tura Morice, CIO RUHS Information Services

Subject: Sole Source Procurement; 5-Year Master Customer Agreement with Sectra, Inc. to provide Maintenance, Upgrades, and Professional Services for the Philips Sectra Picture Archive Communications System (PACS) utilized by Riverside University Medical Center Medical Center (RUHS-MC).

The below information is provided in support of my Department requesting approval for a sole or single source.

1. Supplier being requested: **SECTRA, INC.**

2. Vendor ID: **0000077548**

3. ☐ Single Source ☒ Sole Source

(Sole Source - is a purchase of a commodity or service that is proprietary, or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department?

☒ Yes ☐ No
SSJ# 15-392

4a. Was the request approved for a different project?

☐ Yes ☒ No

4. Supply/Service being requested: 5-Year Master Customer Agreement for license to the Sectra Product, maintenance, upgrades, and professional services for the Philips Sectra Picture Archive Communications System (PACS) utilized by Riverside University Medical Center Medical Center (RUHS-MC). This request seeks to accomplish the following:

1. Establish a new Master Services Agreement for five (5) years beginning July 1, 2020; Current 2015 agreement expires on June 30, 2020.
2. Provide Professional Services and software to introduce High Availability into the PACS system architecture. High Availability provides redundancy between the hardware and software in the event of a system outage or failure.
3. Provide Professional Services for the Echo PACs Migration to the Sectra system.
4. Provide Annual Support for PET Scanning and 3D Mammography.

5. Provide Annual Support to maintain Modality Worklists for all RUHS sites (including the new Medical Surgical Center)
6. Provide Software and Annual Support for "Sectra Instant Messenger"

6. Unique features of the supply/service being requested from this supplier.

Sectra, Inc. is the only authorized provider of maintenance service on the PACS System's proprietary software and hardware. This system serves as the digital warehouse for the patients imaging records and is critical for an integrated electronic medical records (EMR) system. Also, Sectra is the only vendor that can create and maintain Modality Worklists for all RUHS sites (including the new Medical Surgical Center). Without Modality Worklists, the technicians must input all patient information manually, which can cause delayed care and mistakes. Sectra is the only vendor that can provide needed training for the PET scanning and 3D Mammography equipment and licenses. Without the necessary equipment and licenses, technicians will not be able to read studies. Securing needed products and services from this vendor will ensure direct patient care is not negatively impacted across several operations.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county: The request for professional services for High Availability will provide redundancy between the hardware and software in the event of a system outage or failure. When the PACS server suffers a downtime, critical patient services are delayed. RUHS has experienced twenty (20) outages in 2019 within a 6-month period. One of the outages was experienced for up to 10 hours. If RUHS had a redundant system in place, downtime would have been avoided, thus preventing any further disruption to patient care.

The request for professional services for the Echo PACs Migration to the Sectra system is in response to the GE Radiology PACs system being at its end of life. It is mission critical to move the data off the existing PACs servers to avoid losing the data in the event of either a Sectra or GE PACs Server failure. Additional data storage is needed to support the Medical Center and the new Medical Surgery Centers (MSC) Radiology, and Cardiac physician, and Patient data storage.

PET scanning and 3D Mammography requires annual support to continue to allow radiology technicians to read studies which will ensure direct patient care remains within reasonable standards. Sectra, Inc is the current Picture Archive Communications System (PACS) vendor and they are the only ones that can create and support Modality Worklists. Without Modality Worklists, the radiology technicians must input all patient information manually, which can cause delayed patient care and mistakes.

The implementation and support for the requested "Sectra Instant Messenger" software is needed to facilitate efficient exam research. Specifically, when a question arises about a specific exam, the inquiring technician or physician can link that exam to their message which makes it much easier to look up and respond to. The use of this feature also ensures that direct patient care remains at a reasonable standard.

Riverside County residents will benefit from enhanced quality of care and improvement of patient throughput. As a long-term healthcare partner to RUHS, Sectra Inc.'s services are the best value to the County due to a combination of affordable product offerings at discounted pricing to the County and their commitment to improved patient care.

8. Period of Performance: From: July 1, 2020 to June 30, 2025

(total number of years = 5 years)

Is this an annually renewable contract?

☒ No☐ Yes

Is this a fixed-term agreement:

☐ No☒ Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

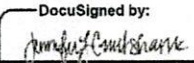
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Support and Maintenance Fee, Existing Items	\$443,100.00	\$443,100.00	\$443,100.00	\$443,100.00	\$443,100.00	
50K upgrade each year, license fee	\$110,622.00	\$110,622.00	\$110,622.00	\$110,622.00	\$110,622.00	
Year 1, 50k upgrade, annual support fee		\$24,336.00	\$24,336.00	\$24,336.00	\$24,336.00	
Year 2, 50k upgrade, annual support fee			\$24,336.00	\$24,336.00	\$24,336.00	
Year 3, 50k upgrade, annual support fee				\$24,336.00	\$24,336.00	
Year 4, 50k upgrade, annual support fee					\$24,336.00	
Quote Q007154, Image Migration	\$75,000.00					
Quote Q007800, BCS, Software fee	\$129,671.00					
Quote Q007800, annual support fee (SW already purchased)		\$2,410.00	\$2,410.00	\$2,410.00	\$2,410.00	
Quote Q007801, annual support Fee		\$11,814.00	\$11,814.00	\$11,814.00	\$11,814.00	
Quote Q008056, Instant Messenger, Software fee	\$4,000.00					
Quote Q008056, annual support fee		\$857.00	\$857.00	\$857.00	\$857.00	
Total Annual Fee	\$762,393.00	\$593,139.00	\$617,475.00	\$641,811.00	\$666,147.00	\$3,280,965.00
12 Monthly Fees of:	\$63,532.75	\$49,428.25	\$51,456.25	\$53,484.25	\$55,512.25	

10. Price Reasonableness:

During the RUHS-Medical Center's twenty-year relationship with Sectra, Inc., there has not been price increases in the past ten years. Sectra has provided substantial discounts on all the added software (in many cases over 20%) as well as guaranteed price on included annual volume increases. Sectra also provided Instant Messenger SW package free of charge to support remote reading during the COVID-19 pandemic.

11. Projected Board of Supervisor Date (if applicable): August 4, 2020

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

DocuSigned by:
 Jennifer Cruikshank 07/20/2020 | 8:47 AM PDT
 Department Head Signature Print Name Date
 (or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

☐ One-time \$ _____

☒ Annual Amount \$ _____ / per fiscal year through 6/30/2025 (date)

(If Annual Amount Varies each FY)

FY 21/22 : \$ 762,393

FY 22/23 : \$ 593,139

FY 23/24 : \$ 617,475

FY 24/25 : \$ 641,011

FY 25/26 : \$ 666,147


Purchasing Agent

7/22/2020
Date

21-026
Approval Number

(Reference on Purchasing Documents)