SAN BERNARDINO
COUNTY

Contract Number
25-760

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Prism Software Corp.
Contractor Representative	David Ayres
Telephone Number	(949) 306-2794
Contract Term	Date of full execution and continuing until terminated
Original Contract Amount	Non-financial
Amendment Amount	
Total Contract Amount	Non-financial
Cost Center	8480
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract: Non-financial Data Sharing and Confidentiality Agreement with Prism Software Corp. to protect the privacy and provide for the security of confidential or personally identifiable information in connection with certain professional tasks effective as of date of full execution and continuing until terminated.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► *Bonnie Uphold*	►	► *An Goldfrach*
Bonnie Uphold, Supervising Deputy County Counsel		Andrew Goldfrach, ARMC Chief Executive Officer
Date 9/15/2025	Date	Date 9/15/2025

Non-Standard Contract Coversheet

Revised 7/1/24

DATA SHARING AND CONFIDENTIALITY AGREEMENT

This Data Sharing and Confidentiality Agreement ("Agreement") is entered into in connection with certain professional tasks or services, for either monetary charge or at no monetary charge, (the "Services") to be performed by Prism Software Corp. ("Provider") a Delaware corporation with a business address of 184 Technology Drive, Suite 201, Irvine, CA 92618, and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Entity"), a political subdivision organized and existing under the constitution and the laws of the State of California with a business address of 400 North Pepper Ave, Colton, CA 92324. This Agreement is effective as of date of full execution (the "Effective Date").

RECITALS

WHEREAS, The Services may require Provider to have access to and/or to collect confidential information ("Confidential Information") of Entity in order to carry out Provider's functions on behalf of Entity, such Information may include but is not limited to user content, corporate records, financial information, and legal information;

WHEREAS, The Services may require Provider to have access to and/or to collect or create Personal Identifiable Information ("PII") of Entity in order to carry out Provider's functions on behalf of Entity, such PII may include but is not limited to employee, student, and customer records;

WHEREAS, The Services do require Provider to have access to and/or collect or create or have shared with Protected Health Information ("PHI") as defined by the Privacy Rule of the *Health Insurance Portability and Accountability Act* ("HIPAA"), of Entity in order to carry out Provider's functions on behalf of Entity. And in such case, and in order to protect such PHI, Provider and Entity shall enter into a separate Business Associates Agreement ("BAA"); and

WHEREAS, Entity and Provider intend to protect the privacy and provide for the security of Confidential Information and/or PII (collectively termed "Data") disclosed, collected or created by Provider in connection with the Services in compliance with applicable state and federal laws, rules and regulations, including but not limited to the Family Education Rights and Privacy Act ("FERPA") and its implementing regulations, 20 U.S.C.1232g and 34 C/F/R Part 99, respectively, and other applicable laws, in each case, as amended from time to time.

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

1. Obligations of Provider.

    a. Permitted Uses and Disclosures. Provider shall treat all Data as confidential and property of Entity and not use or disclose Data except for the purpose of performing Provider's Services obligations and as permitted in connection with the Services and under the terms of this Agreement or as required by law. Further, Provider shall not use Data in any manner that would constitute a violation of applicable federal or state law, except that Provider may use Data (i) for the proper management and administration of Provider; or (ii) to carry out the legal responsibilities of Provider. Provider shall not disclose any Data, except in accordance with this Agreement. Use and disclosure of de-identified Data is not permitted by this Agreement without the prior written consent of Entity.

    b. Appropriate Safeguards. Provider shall implement appropriate internal operational safeguards to prevent the use or disclosure of Data other than as contemplated by the Services.

    c.   Security and Privacy Plan. Provider shall maintain a written Security and Privacy Plan that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Provider's operations and the nature and scope of its activities.

    d.   Reporting of Improper Use or Disclosure. Provider shall report to Entity, by telephone, any non-authorized use or disclosure of Data other than as contemplated by the Services and this Agreement within a reasonable time of becoming aware of such use or disclosure (but no later than 24 hours thereafter), in accordance with the notice provisions set forth herein. Such notice shall be confirmed, within 48 hours, in writing via email or facsimile transmission. Provider shall take (i) prompt action to cure any such deficiencies as reasonably requested by Entity, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

    e.   Provider's Agents. To the extent that Provider uses one or more subcontractors or agents to provide services under the Services, and such subcontractors or agents receive or have access to Data, Provider shall have signed a *Subcontractor Data Sharing and Confidentiality Agreement* ("Subcontractor Agreement") with such subcontractors or agents containing substantially the same provisions as this Agreement. Provider shall implement and maintain sanctions against agents and subcontractors that violate such restrictions.

    f.   Data Ownership. Provider acknowledges that Provider has no ownership rights with respect to the Data.

    g.   Audits; Inspection and Enforcement. Within 10 days of a written request by Entity, Provider and its agents or subcontractors shall allow Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Data pursuant to this Agreement for the purpose of determining whether Provider has complied with this Agreement; Provided, however, that (i) Provider and Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Entity shall protect the confidentiality of all confidential and proprietary information of Provider to which Entity has access during the course of such inspection; and (iii) Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Provider. The fact that Entity inspects, or fails to inspect, or has the right to inspect, Provider's facilities, systems, books, records, agreements, policies and procedures does not relieve Provider of its responsibility to comply with this Agreement, nor does Entity's (i) failure to detect or (ii) detection, but failure to notify Provider or require Provider's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Entity's enforcement rights under this Agreement.

    h.   State Privacy Laws. Provider shall comply with state privacy laws to the extent that such state privacy laws are not preempted by the Health Insurance Portability and Accountability Act (HIPAA).

2. Termination.

    a.   Breach. A breach or violation by Provider of any provision of this Agreement, as determined by Entity, shall constitute a breach of the Services and shall provide grounds for immediate termination of the Services by Entity.

    b.   Reasonable Steps to Cure Breach. If Entity knows of a pattern of activity or practice of Provider that constitutes a material breach or violation of the Provider's obligations under the provisions of this Agreement and elects not to first terminate the Services pursuant to Section 3.a., and then Entity may take reasonable steps to cure such breach or end such violation, as applicable. If Entity's efforts to cure such breach or end such violation are unsuccessful (in the sole judgment of Entity), Entity shall terminate the Services.

c.   Effect of Termination. Upon termination or completion of the Services for any reason, Provider shall destroy all Data, or return to Entity if requested by Entity, so that Provider or its agents or subcontractors shall retain no copies of such Data. If Entity requests that Provider return Data, such Data shall be returned in a mutually agreed upon format and timeframe, with such shipping charge(s) to be paid by Entity. If return or destruction is not feasible, Provider shall continue to extend the protections of this Agreement to such information, and limit further uses and disclosures of such Data to those purposes that make the return or destruction of such Data not feasible. If Provider is to destroy the Data, Provider shall, upon request by Entity, certify in writing or email to Entity that such Data has been destroyed.

3. Indemnity.

Provider hereby agrees to indemnify and hold harmless Entity and its affiliates, and their respective officers, directors, shareholders, employees, and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action Provided therewith caused directly by Provider's breach of its obligations under this Agreement. Entity may not enforce Provider's obligations hereunder by seeking equitable relief.

4. Amendment.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon the written or email request of Entity, Provider agrees to, within 60 days, enter into negotiations concerning the terms of an amendment to this Agreement. Entity may terminate the Services upon 30 days written notice in the event Provider does not enter into negotiations to amend this Agreement when requested by Entity.

5. No Third-Party Beneficiaries.

Nothing express or implied in the Services is intended to confer, nor shall anything herein confer, upon any person other than Entity, Provider and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

6. Effect on Services.

Except to the extent inconsistent with this Agreement, all other terms of the Services shall remain in force and effect.

7. Survival.

The provisions of this Agreement shall survive the termination or expiration of the Services.

8. Interpretation.

The provisions of this Agreement shall prevail over any provisions related to performing the Services or that may conflict or appear inconsistent with any provision in these Services.

9. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of California.

10. Notices.

All notices required or permitted under this Agreement shall be in writing (except as otherwise required by Section 2.d.) and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission (solely with respect to notification pursuant to Section 2.d.), or personal or courier delivery.

If to Provider:

Attention: CEO
184 Technology Drive, Suite 201
Irvine, CA 92618
Email: dayres@prismsoftware.com
Phone: 949-855-3100 ext. 201
Fax: 949-855-6341

If to Entity:

Arrowhead Regional Medical Center
400 North Pepper Street
Colton, CA 92324
Attn: ARMC Chief Executive Officer
Phone: (909) 580-1000

By executing this Agreement, each signatory represents and warrants that such person is duly authorized to execute this Agreement on behalf of the respective party.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

Covered Entity: San Bernardino County on behalf of Arrowhead Regional Medical Center

By: _Dawn Rowe_

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: SEP 2 3 2025

Provider: Prism Software Corp.

DocuSigned by:

By: _David Ayres_
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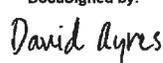
Name: David Ayres

Title: CEO

Date: 08/25/2025