SAN BERNARDINO COUNTY

Contract Number

25-20

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Symago LLC
Contractor Representative	David Potts
Telephone Number	(240) 575-1211 ext. 101
Contract Term	January 14, 2025 through January 13, 2028
Original Contract Amount	as authorized by County Policy
Amendment Amount	NA
Total Contract Amount	as authorized by County Policy
Cost Center	
Grant Number (if applicable)	

Briefly describe the general nature of the contract: Agreement with Symago, LLC. for pharmacy interactive voice response system, for purchase amounts as authorized by County Policy for the contract period beginning January 14, 2025 through January 13, 2028, renewing annually thereafter until terminated by other party.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► *Bonnie Uphold*	►	► *Andrew Goldfrafch*
Bonnie Uphold, Supervising Deputy County Counsel		Andrew Goldfrafch, ARMC Chief Executive Officer
Date 1/3/2024	Date	Date 1/3/2025

Non-Standard Contract Coversheet

Revised 7/1/24

HOSTED SERVICES AGREEMENT

This Hosted Services Agreement, which shall include the exhibits hereto (collectively referred to herein as the "Agreement"), is entered into on this January 14th day of 2025 ("Effective Date"), by and between **Symago L.L.C.**, a Maryland Limited Liability Company ("Symago"), with offices at 9841 Washingtonian Blvd., Suite 200-310, Gaithersburg, MD 20878 and **San Bernardino County on behalf of Arrowhead Regional Medical Center,** ("Client"), with offices at 400 North Pepper Avenue, Colton, CA 92324. Symago and Client may each be referred to as "Party" in the Agreement and are collectively referred to herein as "the Parties."

RECITALS

WHEREAS, Symago is a developer and owner of certain proprietary technology and software useful for automating telephone-based, network-based and Internet-based transactions (collectively "Automated Transactions");

WHEREAS, Client would like Symago to provide certain hosting and/or professional services related to Symago's SymRx pharmacy Interactive Voice Response ("IVR") application for Automated Transactions ("App") and Symago is willing to provide such services based upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1: SCOPE

Symago shall provide hosting services ("Services") related to Symago's SymRx pharmacy IVR application and all other products provided under this Agreement ("Products") as listed in Exhibit A (collectively, the "Deliverables").

SECTION 2: PAYMENT; DELIVERY; ACCEPTANCE

2.1 Client agrees to pay **$7,600.00** for Hosted Configuration, Recording and Setup Services ("Setup Fee") and monthly fees as indicated on the Hosted SymRx Pharmacy IVR Solution Price Proposal with a Quote Date of 9/4/2024 ("Quote"). Client shall pay 100% of the Setup Fee to Symago upon execution of the Agreement. Symago will invoice the Client monthly, a $375.00 monthly hosting fee per each pharmacy utilizing this service, commencing sixty (60) days after Client requests that Symago start working on the project. The initial implementation will consist of one (1) pharmacy on Symago's hosted platform. Client can add additional pharmacies to the hosted solution for the quoted setup fee and at the monthly hosted

rate. Symago will invoice the number of outbound and transfer call minutes for each pharmacy at a rate of $0.03 per minute usage fee and $0.03 per text message as indicated on the Quote. An additional fee of $4.00 will be charged for a dedicated texting telephone number assigned to each pharmacy. In light of transaction fees charged by third party Epic Systems Corporation ("Epic"), Symago will either charge $2,400.00 per App per Epic instance per year ("Annual Minimum Fee"), or will invoice Client at a rate of $0.0125 per Application Programming Interface ("API") call each time Symago looks up a refill number ("Read Fee") and at a rate of $0.08 per API call each time Symago puts a refill in the queue to be filled ("Search/Write Fee"), whichever is greater (collectively the "Transaction Fees"). The Transaction Fees may be adjusted by Symago in accordance with future changes to the Transaction Fees charged by Epic; however, such adjustments will not take place more frequently than annually. Client may request application and message modifications whenever necessary. These requests will be reviewed and a Quote will be provided for Client approval before any work will be performed.

2.2 The Setup Fee is exclusive of, and Client shall pay or reimburse Symago for, all taxes, duties and assessments imposed on Client or Symago in connection with this Agreement or performance hereunder and from which Client is not exempt, including without limitation: all applicable sales, use and excise taxes, and any other taxes and duties, excluding only taxes based upon Symago's net income.

2.3 Symago shall invoice Client for each payment as specified under Section 2.1, except for the first payment which is due net 45 days from execution of this Agreement. The Client has forty-five (45) calendar days from receipt of an accurate invoice (with Client having ten (10) days upon receipt of an inaccurate invoice to notify Symago of the same) in which to pay Symago invoices.

2.4 Upon delivery or redelivery of the Deliverables, the Client shall promptly conduct acceptance testing to ensure the Deliverables meet the requirements set forth in Exhibit A. Upon determination that the Deliverables meet the requirements set forth in Exhibit A, the Deliverables shall be deemed accepted and Client shall execute an Acceptance Form ("Acceptance"). In the event that Client believes the Deliverables, or any portion thereof, do not meet the requirements set forth in Exhibit A, Client shall promptly notify Symago in writing that it is rejecting the Deliverables, or portions thereof, and shall identify the deficiencies in detail. Upon receipt of Client's rejection, Symago shall correct any actual deficiencies and redeliver the Deliverables, or portion thereof that was rejected, to Client for acceptance testing.   Notwithstanding the foregoing, the Deliverables shall be deemed accepted for purposes of this Agreement if the Client does not reject them, in the manner provided above, within thirty (30) days of delivery.

2.5 <u>Documentation</u>. The documentation provided with the Services ("Product" or "Documentation") describes the functionality of the hosted services in all material respects. The Documentation for the Services shall be made available in electronic format.

2.6 <u>Maintenance and Support</u>. Symago will provide support for all Services provided under this Agreement. The Support will begin on the date the IVR software is configured on Symago's hosted servers and continue for the duration of the contract term. The cost for this Support is included as part of the monthly hosted fee for the IVR solution.

2.7 <u>Software Security</u>. Symago will use its best efforts to track all security issues uncovered during its proprietary software development lifecycle, whether design, implementation, testing, deployment or operational issues. The risk associated with each security issue will be evaluated and documented by Symago, and Symago will implement a fix, patch, or other measure to remedy the issue as soon as possible after discovery. Symago shall make all commercially feasible efforts to fix all high-level issues found as quickly as possible, and will, where applicable, include details about any material incidents in its release notes.

SECTION 3: INTELLECTUAL PROPERTY

3.1. Each Party represents and warrants to the other that it is not under any intellectual property, contractual or legal restrictions that would be violated by the performance of its obligations under this Agreement.

3.2 Symago will indemnify, defend, and hold harmless Client and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Symago-branded Deliverables. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Client, or Client receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Client will use reasonable efforts to notify Symago promptly of such lawsuit, claim or election. However, Client's failure to provide or delay in providing such notice will relieve Symago of its obligations only if and to the extent that such delay or failure materially prejudices Symago's ability to defend such lawsuit or claim. Client will give Symago sole control of the defense (with counsel reasonably acceptable to Client) and settlement of such claim; provided that Symago may not settle the claim or suit absent the written consent of Client unless such settlement (a) includes a release of all claims pending against Client, (b) contains no admission of liability or wrongdoing by Client, and (c) imposes no obligations upon Client other than an obligation to stop using theliverables that are the subject of the claim. In the event that Symago refuses to indemnify or elects not to defend Client against any claim for which Client is entitled to indemnity

by Symago, then: (1) Client, at its sole discretion, may reasonably settle the claim or suit; (2) Symago shall reimburse Client for all reasonable attorneys' fees and expenses incurred by Client defending against the claim within thirty (30) days from date of invoice or debit memo from Client; (3)after thirty (30) days from date of invoice or debit memo from Client for reasonable attorneys' fees and expenses, Client will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Client to Symago; and, (4) Client shall be entitled to notify, invoice or debit Symago's account for any final judgment or settlement amount resulting from the claim or suit at any time. Symago shall not have any liability to Client to the extent that any claim is based upon: (i) use of the Symago-branded Deliverables in conjunction with any data, equipment or software not provided by Symago, where the Symago-branded Deliverables would not themselves be infringing or otherwise the subject of the claim; (ii) use of the Symago-branded Deliverables in a manner not described in the documentation provided by Symago; (iii) use of the Symago-branded Deliverables in any unlawful manner or for any unlawful purpose; or, (iv) any claim of infringement of any patent or copyright or misappropriation of any trade secret in which the Client or any affiliate of the Client has a pecuniary or other material interest. If an injunction is obtained against use of the Symago-branded Deliverables, Symago shall, at its option and expense, either: (i) procure for Client the right to continue to use the infringing Symago-branded Deliverables as set forth in this Agreement; (ii) replace or modify the infringing Symago-branded Deliverables to make its use non-infringing while preserving the original functionality; or, (iii) refund to Client a pro-rated portion of the amount paid to Symago for such Symago-branded Deliverables, based on a three year straight line amortization of the amount paid for such Symago-branded Deliverables, upon return of the non-conforming Product.

3.3 THE PROVISIONS OF SECTION 3 SET FORTH THE ENTIRE LIABILITY OF SYMAGO AND THE SOLE REMEDIES OF CLIENT WITH RESPECT TO INFRINGEMENT AND ALLEGATIONS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS OF ANY KIND IN CONNECTION WITH THE DELIVERABLES.

SECTION 4: WARRANTY

4.1 Unless otherwise provided in Exhibit A, Symago warrants that Services provided by Symago under this Agreement shall perform in substantial conformance with the requirements of Exhibit A. This warranty does not apply to errors or malfunctions caused, in whole or part, by: (i) malfunction of Client's system; (ii) software not licensed pursuant to this Agreement; (iii) abnormal use; or, (iv) any other cause not attributable to Symago. Symago does not warrant that the operation of the Services will be uninterrupted or error-free. For any breach of this warranty, Client's exclusive remedy and Symago's exclusive liability shall be, the correction of the software errors in its proprietary software that caused the breach of the warranty or return of the monies paid to Symago for the Services.

4.2 Symago warrants that the Services performed by Symago under this Agreement shall be performed in a good, professional and workmanlike manner in accordance with generally accepted industry standards, and that its personnel are duly trained and qualified to provide the Services and will comply with Agreement requirements and reasonable onsite requirements as they are communicated. For any breach of this warranty, Client's exclusive remedy and Symago's exclusive liability shall be, the re-performance of the breached Services or the refund of the monies paid by the Client for such breached Services.

4.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT THE DELIVERABLES (IVR hosted solution, training, and pharmacy application), PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND SYMAGO MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO ANY PRODUCT OR SERVICES INCLUDING THEIR CONDITION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND SYMAGO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, CUSTOM, USAGE OR TRADE.

SECTION 5: TERM; TERMINATION

5.1 This Agreement shall commence on the Effective Date and shall continue for an initial three (3) year term. At the end of the initial term, the Agreement shall renew annually unless terminated by Client or Symago with at least thirty (30) days' written Notice prior to the renewal date.

5.2 Client reserves the right to terminate the Agreement, for its convenience, with or without cause, with a ninety (90) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to Symago for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Symago shall promptly discontinue services unless the notice directs otherwise.

5.3 Either Party may terminate this Agreement upon written Notice at any time prior to the expiration of its stated term in the event that the other Party is in default with respect to any material term or condition of this Agreement and such failure or default continues unremedied for a period of thirty (30) days following written Notice of such failure or default.

5.4 For the avoidance of doubt, the Setup Fee is non-refundable.

SECTION 6: CHOICE OF LAW; DISPUTES; VENUE

This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, without regards to the conflicts of law principles thereof. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements. Any and all claims, controversies or disputes arising out of or in connection with this Agreement shall be resolved in accordance with this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

The Parties will encourage the prompt and equitable settlement of all controversies or claims between the Parties.

7: CONFIDENTIALITY

Symago will comply with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder and all amendments to such Act or regulations ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII Div. A and Title IV of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and regulations promulgated thereunder and all amendments to such Act or regulations ("HITECH Act"), and related applicable federal, state, and local privacy laws, regulations, rules and requirements regarding the protection and security of non-public personal, medical and financial information that govern or apply to the Services Symago performs under this Agreement. Symago shall comply with the attached Business Associate Agreement (Attachment 1). Symago further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Symago for Services performed pursuant to this Agreement.

8: LIMITATION ON LIABILITY; INDEMNIFICATION; INSURANCE

8.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION

LOSS OF PROFITS, REVENUE, DATA OR GOODWILL, OR BUSINESS INTERRUPTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE FURNISHING, PERFORMANCE, OR USE OF THE SOFTWARE AND ANY EQUIPMENT AND/OR SERVICES PROVIDED FOR IN THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, except under breaches of confidentiality, claims arising from Symago/Client or its personnel's negligence or willful misconduct, or indemnity obligations.

8.2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY'S MAXIMUM AND CUMULATIVE TOTAL LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED TWO TIMES THE PRICE ACTUALLY PAID TO AND RECEIVED BY SYMAGO. THIS LIMITATION SHALL NOT APPLY TO ANY OBLIGATION ON THE PART OF SYMAGO TO INDEMNIFY CLIENT FOR THIRD PARTY CLAIMS AS DESCRIBED IN SECTIONS 3.2 AND 8.4 HEREOF, CLAIMS RELATING TO A BREACH OF CONFIDENTIALITY OF THE BUSINESS ASSOCIATE AGREEMENT, OR CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATION OF LAW.

8.3 THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

8.4 NOTWITHSTANDING THE FOREGOING, SYMAGO SHALL INDEMNIFY, DEFEND AND HOLD THE CLIENT (INCLUDING, WITHOUT LIMITATION, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS) HARMLESS FROM ANY LIABILITES, DAMAGES, CLAIMS, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) RESULTING FROM ANY THIRD PARTY CLAIMS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF SYMAGO, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, OFFICERS OR DIRECTORS, EXCEPT TO THE EXTENT THAT SUCH LIABILTIES, DAMAGES, CLAIMS LOSSES OR EXPENSES RESULT FROM THE NEGLIGENT OR WILLFUL CONDUCT OF THE CLIENT.

8.5   Without in anyway affecting the indemnities provided in Sections 3.2 and 8.4, and in addition thereto, Symago shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment 2, as attached hereto and incorporated herein.

9: MISCELLANEOUS

9.1 <u>Notice.</u> All Notices under this Agreement shall be in writing and delivered by registered mail, certified mail, overnight delivery, personal delivery or courier to the address indicated in this Agreement or such other address as otherwise provided for by proper Notice hereunder, and the effective date for any Notice under this Agreement shall be the date of delivery of such Notice, not the date of mailing ("Notice"). Notices shall be addressed as follows:

In the case of Client, to:

Arrowhead Regional Medical Center
Attention: ARMC Chief Executive
Officer_____
400 N Pepper Ave.
Colton, CA 92324

In the case of Symago, to:

Symago, LLC
Attention: Emily Wang
9841 Washingtonian Blvd
Suite 200-310
Gaithersburg, MD 20878

9.2 <u>No Joint Venture.</u> This Agreement is not intended by the Parties to constitute or create a joint venture, partnership or formal business organization of any kind. The rights, responsibilities and obligations of the Parties are limited to those stated in this Agreement. The Parties shall be deemed to be independent contractors; one Party cannot bind the other, and the employees of one Party shall not be deemed to be employees of the other. Neither Party will represent itself to be an employee or agent of the other Party or enter into any agreement on the other Party's behalf or in its name. Symago's employees shall be covered by Symago's workers' compensation insurance, and shall not be deemed employees of Client or eligible for any benefits available to the employees of the Client.

9.3 <u>Complete Agreement.</u> This Agreement, including the Exhibits, constitutes the entire agreement between the Parties and supersedes and renders null and void all prior or contemporaneous agreements, understandings and proposals, whether oral or written, between the Parties relating to the subject matter of this Agreement.

9.4 <u>Severability.</u> The lack of enforcement or the invalidity for unenforceability of a provision in this Agreement shall not render any other portion or term of the Agreement invalid or unenforceable.

9.5 <u>Assignment.</u> Neither Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The rights and obligations of this Agreement shall bind and benefit any permitted successors or assigns of the Parties.

9.6 <u>Waiver.</u> A waiver by either Party of its rights hereunder, with respect to a breach of the other Party's obligations, shall not be construed as a continuing waiver with respect to other breaches of the same or other provisions of this Agreement.

9.7 <u>Amendments</u>. This Agreement may be altered, modified, or amended only by a written agreement duly executed by both Parties.

9.8 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which when taken together will constitute one agreement between the Parties. 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.

9.9 <u>Force Majeure</u>. Neither Party shall have any claim or right against the other for any failure of or delay in performance by the other Party if the failure or delay is caused by or the result of causes beyond the reasonable control of the other Party, including acts of God, fire, flood, hurricane or other natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot, war, lockout, or other similar occurrence beyond the reasonable control and without the fault or negligence of the affected Party. Furthermore, in the event Symago is unable to perform its obligations under this Agreement for a period of two (2) weeks as a result of such force majeure event, such nonperformance may be considered an uncured breach and Client shall be able to terminate the Agreement without penalty.

9.10   Campaign Contribution Disclosure. Symago has disclosed to the Client using Attachment 4 - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than $250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Symago's proposal to the Client, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Symago acknowledges that under California Government Code section 84308, Symago is prohibited from making campaign contributions of more than $250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Symago will provide the County a written statement disclosing any campaign contribution(s) of more than $250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Symago or by a parent, subsidiary or otherwise related business entity of Symago.

9.11 <u>Survival</u>. The provisions of this Agreement relating to Confidentiality, Warranty, Indemnification, Intellectual Property, Choice of Law, Disputes, Venue, Notice, Waiver and Severability shall survive termination of this Agreement for any reason.

9.12 <u>Headings for Convenience Only.</u> The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

9.13 <u>Construction of this Agreement and Certain Terms and Phrases</u>.

(A) Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement and not to any particular provision of this Agreement; and, (iv) the terms "Section" and "Exhibit" refer to the specified Section and Exhibit, respectively, of this Agreement.

(B) The words "including," "include" and "includes" are not exclusive and shall be deemed to be followed by the words "without limitation"; if exclusion is intended, the word "comprising" is used instead.

(C) The word "or" shall be construed to mean "and/or" unless the context clearly prohibits that construction.

(D) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless business days are specified.

(E) Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

(F) The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. Each Party represents and warrants that its respective signatory is duly authorized to execute this Agreement on its behalf.

Symago, L.L.C.	**San Bernardino County on behalf of Arrowhead Regional Medical Center**
By: _David Potts_ DocuSigned by 29C9107FB9DE48B...	By: _Dawn M. Rowe_
Name: David L. Potts	Name: Dawn M. Rowe
Title: Director of Business Development	Title: Chair, Board of Supervisors
Date: 12/19/2024	Date: JAN 1 4 2025

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

By _____
Deputy

EXHIBIT A

Statement of Work

Symago shall provide the following Services and Products for the Client's cloud-based hosted pharmacy solution interfaced with Epic Willow Ambulatory (WAM):

- **Services**

  Symago shall provide the following software, modules and applications, and setup and configure them within Symago's Hosted Environments:

  a. Load and configure the IVR software, licenses, modules, database, web and SymRx pharmacy application.

  b. The SymRx pharmacy Inbound application will include the following modules, functionality and interfaces;

     1. Prescription Refills

     2. Prescription Status Check

     3. Call Transfer

     4. General Information Messaging

     5. Real-Time Inbound Interface with Epic WAM (utilizing Epic's Private API web services)

     6. Professional Message Recordings to be Provided by Symago in English and Spanish

     7. Web Based System Administration

        1. Reports

        2. Hours of Operation

        3. Holiday Schedule

        4. Special Messages

 c. Outbound Call Notification Module (batch mode with Epic)

  1. Refill Ready Calls

  2. Return to Stock Calls

  3. Compliance Calls

  4. Custom Discharge Follow-up Calls

 d. Outbound SMS Text Notification Module (batch mode with Epic)

  1. Refill Ready Texts

  2. Return to Stock Texts

  3. Compliance Texts

 e. The above-described solution will be installed and configured within Symago's hosted facilities. Symago will be responsible for maintenance and support of the IT and Telecom networks. Complete integration testing will be performed between IVR solution, telecom environments, network IT environment and the Epic web services interface to the Client's Epic database.

 f. System administration training will be performed remotely.

 g. Symago will provide maintenance and support for all of the Symago provided products and services included in this SOW. Symago will provide 24x7 maintenance coverage. Maintenance covers the complete hosted IVR solution and applications provided by Symago. The Client will be provided a toll-free number to call and a customer number to use when calling for support or with questions. All support calls are either answered directly by the help desk or outside of our normal hours (with normal hours being M-F from 8:30AM-5:00PM Eastern) by an automated customer support application. If the application answers your call, an email and a telephone call will be placed to the on-call technician. Technician will return your call within 15 minutes. All issues will be addressed remotely.

h. For the avoidance of doubt, no Client data is stored within Symago's SymRx application or solution.

- **Products**

Symago application software to be installed and configured in our hosted server environments:

- SymRx Pharmacy IVR Application
- Port Runtime Licenses
- Epic WAM Interface
- MySQL Database
- Web Software

- **Client Tasks**

a. Route their pharmacy customer calls to the Symago provided DID telephone number for each pharmacy.

b. Provide a phone number that Symago can transfer callers out of the hosted application back to each pharmacy.

c. Provide Symago with the Epic URL in order for Symago to process refill and status check requests.

d. Provide refill and status check test refill numbers.

e. Provide Symago with the Epic outbound file in order for Symago to process outbound calls and text messages.

- **Delivery Schedule**

The project will be scheduled to start 45-60 days before the "Go Live" date unless the Client wants the Project to start sooner.

ATTACHMENT 1
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (BAA) supplements and is made a part of the Agreement by and between the San Bernardino County Arrowhead Regional Medical Center (hereinafter Covered Entity) and Symago, L.L.C. (hereinafter Business Associate). This BAA is effective as of the effective date of the Agreement.

RECITALS

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

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

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

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

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

A. Definitions

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

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.

2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.

3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.

4. <u>Designated Record Set</u> shall have the same meaning given to such term under 45 C.F.R. section 164.501.

5. <u>Electronic Protected Health Information (ePHI)</u> means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.

6. <u>Individual</u> shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. <u>Privacy Rule</u> means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.

8. <u>Protected Health Information (PHI)</u> shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.

9. <u>Security Rule</u> means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.

10. <u>Unsecured PHI</u> shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. <u>Permitted Uses and Disclosures</u>

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

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

2. <u>Prohibited Uses and Disclosures</u>

i. BA shall not use, access or further disclose PHI other than as permitted or required by this BAA and as specified in the attached Agreement or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

ii. BA shall not use or disclose PHI for fundraising or marketing purposes.

iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)

iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this BAA.

3. Appropriate Safeguards

i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

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

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

4. subcontractors

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

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

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

i. Provide CE's Office of Compliance with the following information to include but not limited to:

a) Date the Breach or suspected Breach occurred;

b) Date the Breach or suspected Breach was discovered;

c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;

d) Number of potentially affected Individual(s) with contact information; and

e) Description of how the Breach or suspected Breach allegedly occurred.

ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:

a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;

b) The unauthorized person who had access to the PHI;

c) Whether the PHI was actually acquired or viewed; and

d) The extent to which the risk to PHI has been mitigated.

iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.

a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.

b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.

iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

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

7. Amendment of PHI

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

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance

with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

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

10. Termination

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

11. Return of PHI

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

12. Breach by the CE

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

13. Mitigation

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

14. Costs Associated to Breach

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

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

15. Direct Liability

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

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

17. Judicial or Administrative Proceedings

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

18. Insurance

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

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the BAA, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:

   i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.

   ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.

   iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

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

2. Ownership

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

3. Regulatory References

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

4. No Third-Party Beneficiaries

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

5. Amendment

   The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this BAA may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this BAA when and as necessary to comply with applicable laws. If either party does not agree to so amend this BAA within 30 days after receiving a request for amendment from the other, either party may terminate the BAA upon written notice. To the extent an amendment to this BAA is required by law and this BAA has not been

so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this BAA automatically and without further action required by either of the parties. Subject to the foregoing, this BAA may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

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

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this BAA or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

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

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

This Business Associate Addendum for Cloud Services is entered into by and between the San Bernardino County (County) and Business Associate (Contractor) for the purposes of establishing terms and conditions applicable to the provision of services by Business Associate to the County involving the use of hosted cloud computing services. County and Business Associate agree that the following terms and conditions will apply to the services provided under this addendum and the associated Business Associate Agreement as applicable.

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

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work (SOW),
    a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
    b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW.
    c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the Agreement for material breach.
    d) Contractor shall provide advance written notice to the County in the manner set forth in the SOW of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the SOW,
    a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
    b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW if the County is unable to access the Data as a result of:
        1) Acts or omissions of Contractor;
        2) Acts or omissions of third parties working on behalf of Contractor;

3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;

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

c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the Agreement for material breach.

4. DATA SECURITY:

a) In addition to the provisions set forth in the Business Associate Agreement, Contractor shall certify to the County:

1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Agreement;

2) Compliance with the following:

i. The California Information Practices Act (Civil Code Sections 1798 et seq.);

ii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the County within thirty (30) business days of Contractor's receipt of such results.

b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Addendum to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County's access to its Data.

c) Contractor shall allow the County reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Addendum and the County's Data, at no cost to the County.

d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.

e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Addendum period without prior written notice to and written approval by the County.

f) Contractor shall provide access to Data only to those employees, contractors and subcontractors who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to Data, staff who perform work under this agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Addendum and the associated Business Associate Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

5. ENCRYPTION: Contractor warrants that all Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) version 1.2 or equivalent and in storage at a level equivalent to or stronger than Advanced Encryption Standard (AES) 128-bit level encryption.

6. DATA LOCATION: All Data will be stored on servers located solely within the Continental United States.

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

8. TRANSITION PERIOD:
  a) For ninety (90) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Contractor shall assist the County in extracting and/or transitioning all Data in the format determined by the County ("Transition Period").
  b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in an amendment.
  c) During the Transition Period, SaaS and Data access shall continue to be made available to the County without alteration.
  d) Contractor agrees to compensate the County for damages or losses the County incurs as a result of Contractor's failure to comply with this section.
  e) Unless otherwise stated in the SOW, Symago shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the County confirming the destruction or inaccessibility of the County's Data.
  f) The County at its option, may purchase additional transition services as agreed upon in the SOW.

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

10. EXAMINATION AND AUDIT: Unless otherwise stated in the Statement of Work:

a) Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS operational documentation and records, including online inspections that relate to the security of the SaaS product purchased by the County.

b) Contractor shall allow the County, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:

    1) Operating system/network vulnerability scans,

    2) Web application vulnerability scans,

    3) Database application vulnerability scans, and

    4) Any other scans to be performed by the County or representatives on behalf of the County.

c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

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

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

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

ATTACHMENT 2
INSURANCE REQUIREMENTS

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

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

    a. <u>Workers' Compensation/Employer's Liability</u> – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of Symago and all risks to such persons under this Agreement. If Symago has no employees, it may certify or warrant to the Client that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Client's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

    b. <u>Commercial/General Liability Insurance</u> – Symago shall carry General Liability Insurance covering all operations performed by or on behalf of Symago providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
        i. Premises operations and mobile equipment.
        ii. Products and completed operations.
        iii. Broad form property damage (including completed operations).
        iv. Explosion, collapse and underground hazards.
        v. Personal injury.
        vi. Contractual liability.
        vii. $2,000,000 general aggregate limit.

    c. <u>Automobile Liability Insurance</u> – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence. If Symago is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence. If Symago owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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

    e. <u>Professional Liability</u> –Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits
or
<u>Errors and Omissions Liability Insurance</u> – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

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

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

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

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

5. **Severability of Interests.** Symago agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability

exclusions that preclude coverage for suits between Symago and the Client or between the Client and any other insured or additional insured under the policy.

6. **Proof of Coverage**. Symago shall furnish Certificates of Insurance to the Client Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Symago shall maintain such insurance from the time Symago commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, Symago shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

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

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

9. **Failure to Procure Coverage**. In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Client has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Client will be promptly reimbursed by Symago or Client payments to Symago will be reduced to pay for Client purchased insurance.

10. **Insurance Review.** Insurance requirements are subject to periodic review by the Client. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Client. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Client, inflation, or any other item reasonably related to the Client's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Symago agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the Client to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Client.

ATTACHMENT 3
REQUIREMENTS FOR ONSITE SERVICE PROVIDERS

A. Background Checks for Contractor Personnel

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

B. Compliance with Client Policy

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

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

C. Client Representative

The Hospital Chief Executive Officer of his/her designee shall represent the Client in all matters pertaining to the services to be rendered under this Agreement, including termination and assignment of this Agreement, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Symago. If this Agreement was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Agreement.

D. Damage to Client Property

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

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

E. Drug and Alcohol Free Workplace

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

E.1   Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

E.2   Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

E.3   Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Symago or Symago's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

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

F. Employment Discrimination

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

G. Licenses, Permits and/or Certifications

Symago shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Symago shall maintain these licenses, permits and/or certifications in effect for the duration

of this Agreement. Symago will notify Client immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

H. Subcontracting

H.1   Symago shall obtain Client's written consent, which Client may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to Client. At Client's request, Symago shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the Client, resumes of proposed subcontractor personnel. Symago shall remain directly responsible to Client for its subcontractors and shall indemnify Client for the actions or omissions of its subcontractors. All approved subcontractors shall be subject to the provisions of this Agreement applicable to Symago Personnel.

H.2   For any subcontractor, Symago shall:

H.2.1 Be responsible for subcontractor compliance with the Agreement and the subcontract terms and conditions; and

H.2.2 Ensure that the subcontractor follows Client's reporting formats and procedures as specified by Client.

H.2.3 Include in the subcontractor's subcontract substantially similar terms to thses Requirements for Onsite Service Providers.

H.3   Upon expiration or termination of this Agreement for any reason, Client will have the right to enter into direct contracts with any of the subcontractors. Symago agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with Client.

SAN BERNARDINO COUNTY

Campaign Contribution Disclosure
(Senate Bill 1439)

DEFINITIONS

<u>Actively supporting the matter:</u> (a) Communicate directly with a member of the Board of Supervisors or other
County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

<u>Agent:</u> A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

<u>Otherwise related entity:</u> An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

(1) One business entity has a controlling ownership interest in the other business entity;
(2) there is shared management and control between the entities; or
(3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

<u>Parent-Subsidiary Relationship:</u> A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Symago LLC

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

    Yes ☐   If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

    No ☑

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:
N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retair than 12 month
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than $250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☑ If **no**, please skip Question No. 10.   Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer:

_____ Name of Contributor:

_____

Date(s) of Contribution(s):

_____

Amount(s):

_____

—

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

_____   12/17/2024
Signature   Date

Anthony Wang   Symago LLC
Print Name   Print Entity Name, if applicable