SAN BERNARDINO COUNTY

Contract Number
23-1026 - A3

SAP Number
4400023240

Department of Risk Management

Department Contract Representative	Paul D. Kiehl
Telephone Number	909-386-8655
Contractor	Origami Risk LLC
Contractor Representative	Ernest Bentley
Telephone Number	847-786-2066
Contract Term	9/27/2023 – 9/26/2028
Original Contract Amount	$1,~~665,375~~813,445
Amendment Amount	$1,~~434,595~~286,525
Total Contract Amount	$3,099,970
Cost Center	Various
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS*:*

Amendment No. 3 to Contract No. 23-1026

WHEREAS, on September 27, 2023, San Bernardino County (County) Board of Supervisors approved contract No. 23-1026 with Origami Risk LLC (Contractor) for an integrated claims management system consisting of various service modules, user training, data conversion and integration, and system configuration, and

WHEREAS, on July 2, 2024, the Director of Risk Management (DRM) exercised Board approved delegated authority to execute a change order in the amount of $17,365 for system enhancements, with an additional annual license fee of $27,895 for the remaining term of the contract, and

WHEREAS, on October 17, 2024, DRM exercised Board approved delegated authority to execute a change order in the amount of $19,125 to add a two-way interface for medical bill review between the Contractor claim system and the Department of Risk Management's new medical bill review vendor, and

WHEREAS, County and Contractor desire to modify the scope of services to include additional service modules and amend the total Contract amount by $~~1,434,595~~ 1,286,525

NOW THEREFORE, the County and Origami agree as follows;

I. Delete Section F.1 of the Contract, in its entirety and replace with the following:

   F.1 The maximum amount of payment under this Contract shall not exceed $3,099,970 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

II. Attachment No. A – 3, as attached hereto, is hereby incorporated into the Contract.

III. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**
   Contractor has disclosed to San Bernardino County ("County") using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than $500 to any member of the 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 Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the County Board of Supervisors. Contractor acknowledges that under California Government Code section 84308, Contractor is prohibited from making campaign contributions of more than $500 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract. In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than $500 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 Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

IV. **CAPITALIZED TERMS**
   Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract.

V. **FULL FORCE AND EFFECT**
   All other terms and conditions of the Contract remain unchanged.

VI. **ELECTRONIC SIGNATURES**
   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, San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY	ORIGAMI RISK LLC
	_____
►	*(Print or type name of corporation, company, contractor, etc.)*
_____	By ► _____
Dawn Rowe, Chair, Board of Supervisors	==(Authorized signature - sign in blue ink)==
Dated: _____	Name Earnest Bentley
SIGNED AND CERTIFIED THAT A COPY OF THIS	==(Print or type name of person signing contract)==
DOCUMENT HAS BEEN DELIVERED TO THE	
CHAIRMAN OF THE BOARD	Title President, Risk Solutions
Lynna Monell	==(Print or Type)==
Clerk of the Board of Supervisors	
of the San Bernardino County	
	Dated: _____
By _____	
Deputy	Address 222 N. LaSalle Street, Suite 2100
	Chicago, IL 60601

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Bonnie Uphold, Supervising Deputy County Counsel		Paul D. Kiehl, Deputy Director, Department of Risk Management
Date _____	Date _____	Date _____

	May-Sep 2025	Year 2	Year 3	Year 4	Comments
EHS Licensing	$63,575	$210,000	$210,000	$210,000	See Licensing Table Below - Contract Expiration Date September 26, 2028
EHS Implementation	$149,400	--	--	--	See Implementation Table Below
RMIS Support Hours	$31,050	--	--	--	RMIS Support Hours Overage + 75 for Current Contract Year
Total	**$244,025**	**$210,000**	**$210,000**	**$210,000**	Note: Pricing valid through 6/30/2025

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	**Quantity / Functionality Purchased**
EHS - Safety Management Module	Enterprise Licensing
EHS - Occupational Health Module	Enterprise Licensing
EHS Portal Users	Up to 999 Users
	Annual Total: $163,500

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	**Quantity / Functionality Purchased**
Hosting, Network & Storage	- Up to 50 GBs of Database Size (Hosting Model Conversion; Annual Increase of $10,000) - Additional 1,000 GBs of Non-searchable File Storage (Fees Waived)
	Annual Total: $10,000

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	**Quantity / Functionality Purchased**
Fire Inspection Data Import	Integration Selected
	Annual Total: $5,000

RECURRING SUBSCRIPTIONS – SUPPORT	
Subscription	**Quantity / Functionality Purchased**
Ongoing Support Hours	140 Hours for Ongoing EHS and RMIS Support
	Annual Total: $31,500

Total Annual Fees: $210,000*

ONE-TIME PURCHASES – IMPLEMENTATION	
Product	**Quantity / Functionality Purchased**
Audit / Inspection / Observations Configuration	80 Hours of Audit / Inspection / Observations
Dashboard Configuration	40 Hours of Dashboard
Document Controls Configuration	20 Hours of Documents / Content Management
Mobile Form Configuration	40 Hours of Mobile Forms
Location Hierarchy Configuration	16 Hours of Location Hierarchy
Portal Configuration	4 Hours of Portal Creation
Report Configuration	40 Hours of Standard Reports
System / Needs Analysis	40 Hours of System / Needs Analysis
User Security	10 Hours of User Security
Workflow Configuration	24 Hours of Workflow
Assets Configuration	10 Hours of Asset Table
Audit / Inspection / Observations Configuration – Safety Management	5 Hours of Safety Management Standards Configuration
CAPA / Task Management Configuration	4 Hours of CAPA / Task Management
Incidents / Events Configuration	60 Hours of Incidents / Events
Root Cause Analysis (RCA) Configuration	16 Hours of Root Cause Analysis
Safety Meetings Configuration	24 Hours of Safety Meetings
Audit / Inspection Configuration – Occupational Health	5 Hours of Occupational Health Standards Configuration
Ergonomics Configuration	4 Hours of Ergonomics Configuration
Mail Merge / Forms / Letters	40 Hours of Mail Merge / Forms / Letters
Fire Inspection Data Import	20 Hours of Data Import Configuration
Client Defined Entity (Custom Module) Configuration	20 Hours of Client Defined Entity for Clinic Data
Project Management	90 Hours of Iterative Project Management
Go-Live Support	10 Hours of Go-Live Support
Training	16 Hours of Training
User Acceptance Testing (UAT) Support	10 Hours of UAT Support
	Total: $149,400

Total One-Time Fees: $149,400

ONE-TIME PURCHASES – SUPPORT	
Subscription	**Quantity / Functionality Purchased**
Ongoing Support Hours	500 Hours for Ongoing Support and Project Work
	Total: $112,500

* The annual fees will be prorated to align with the current Contract expiration date (September 26, 2028).

**500 Support hours will be purchased in blocks of 25 hours each for $5,625 per block over the duration of the contract.

System Functionality - EHS

Safety Management – Manage and track safety programs and data all from a single system, through Incident Management, Audits and Inspections, Investigations/Root Cause Analysis, Corrective Actions, Behavior-based Safety Observations, and Safety Meetings/Trainings.

Occupational Health – Leverage industrial hygiene, ergonomics, and employee health/medical surveillance tools to help reduce chemical, biological, and physical exposures and risks, thereby protecting employees and the environment.

Platform Functionality Includes:
- **Analytics:** Use dashboards, reports, and graphs to gain actionable insight across your entire safety environment.
- **Mobile:** Conduct audits, inspections, and observations from the field with online and offline mobile. Report incidents from anywhere. All data is captured in a single repository for easy reporting and analytics.
- **Workflows & Notifications:** Configure automated SMS and email alerts to the right people at the right location based on incident severity and volume.

STATEMENT OF WORK #20250520

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for County of San Bernardino ("Client"). This SOW is subject to all the terms and conditions of the underlying agreement between Client and Origami (the "Agreement"). Capitalized terms used herein shall have the meanings set forth in the Agreement.

OVERVIEW

This SOW sets forth the Professional Services to conduct the implementation of the Service. The term of this SOW shall begin on the Effective Date as set forth in the Order Form #20250520 and continue until completion of Go-Live Support (as described below).

This SOW does not include subscriptions to the Service. All subscriptions and associated fees are set forth in a separate Order Form between the parties.

IMPLEMENTATION

Implementation Process

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, initial user training, and other work identified in this section of the SOW. The implementation phase is completed ("Go-Live") when Client is able to utilize the Service for the purposes contemplated by the implementation tasks set forth below in this SOW, referred to by Origami as being Live in the system. Once Origami moves Client from its staging environment to its live production environment, any additional use of Origami's staging environment after Go- Live will incur additional hosting fees.

Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation. Any voluntary project interruptions or stoppages ordered by Client outside of the project plan or any failures by Client to meet the obligations in the preceding sentence may result in the conversion of the implementation to a time and expense engagement, effective upon email notice from Origami to Client and billed monthly as incurred at Origami's bundled hourly rate after crediting Client for any remaining unused portion of the fixed price.

Origami provides fixed price implementations based on (i) reasonable estimates from Client to complete the deliverables as scoped in this SOW and (ii) Client's continued and uninterrupted effort toward Go-Live. Based on conversations with the Client, Origami estimates that it will need to provide 664 hours of Professional Services for the implementation deliverables set forth in this SOW (including, without limitation, training and project management hours). If there are any changes to the scope of such deliverables, the parties will agree to meet and negotiate in good faith an amendment to this SOW to resolve any issues and to address any additional requirements.

Implementation Scope

Origami will work with Client to perform the following implementation tasks:

EHS Configuration

System Configuration- Platform

Deliverable	Scope
Workflow Configuration	Provide up to **24 hours** of Origami workflow configuration. This bucket of hours will also be used to configure variances to the Origami standards, to configure additional workflow not explicitly noted elsewhere, and to configure additional features and functionality. In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into separate amendment or statement of work to purchase such additional hours.

Audit / Inspection/Observations Configuration	Configure Origami's Audit/Inspections for up to 80 client defined Audit/Inspection types.
Dashboard Configuration	Client will have access to the Origami standard dashboards. Provide up to **40 hours** of assistance to configure default dashboards using standard Origami dashboard widgets or custom widgets via Origami's standard Custom Widget Designer. In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.

Document Controls Configuration	Configure Origami's Document Controls module as a Document Repository for content management.
Mobile Form Configuration	Deploy the standard Origami Mobile App, which can be downloaded to supported iOS and Android devices. Configure Origami's fields, codes, and forms for Mobile Forms: • Up to 4 Mobile forms for the following domains and types: Incidents and Audits Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed. <u>Assumptions:</u> • Client will be responsible for assisting their users with downloading and installing the mobile application onto their mobile devices
Location Hierarchy Configuration	Configure Origami's fields, codes, and forms for a single Location form and an initial import of Location data into a single hierarchy. <u>Assumptions:</u> • Client will provide the data file in delimited or fixed width format using Origami's standard layout. • Client will manually maintain location hierarchy via Origami UI. Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.
Portal Configuration	Configure external user access via Anonymous/Assignment Portal features: • Up to 1 Portal for the following modules: Incidents
Report Configuration	Client will have access to Origami standard reports, as well as ad-hoc report tool and custom template builder. Provide up to 40 hours of assistance to configure standard Origami report templates and/or create custom template via Origami's standard Custom Template Designer. <u>Assumptions:</u> • Client will provide examples of existing reports they wish to have recreated in Origami. In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.
System / Needs Analysis	Includes discovery and design discussions around overall system usage and deliverable-specific requirements.
User Security	Configure of up to 10 user security roles.

System Configuration- Safety Management	
Deliverable	**Scope**
Safety Meetings Configuration	Configure Origami's standard Safety Meetings functionality of the following types: • Toolbox Talk • Safety Committee Meeting
Assets Configuration	Configure Origami's fields, codes, and forms for Assets including an initial load of Asset/Equipment data. Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.
Audit / Inspection / Observations Configuration – Safety Management	Deploy Origami's Standard Safety Management Audits/Inspections/Observations

CAPA / Task Management Configuration	Configure Origami's standard Corrective Action/Task functionality

Incidents / Events Configuration	Configure Origami's fields, codes, and forms for Incidents
	• Up to 6 Incident forms for incident types:
	    ○ Near Miss
	    ○ Safety Observations
	    ○ Regulatory Interaction
	Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.

Root Cause Analysis (RCA) Configuration	Configure Origami's standard RCA functionality of the following types: • 5 Why • Fishbone with Investigation Form

System Configuration- Occupational Health	
Deliverable	**Scope**
Audit / Inspection Configuration – Occupational Health	Deploy Origami's Standard Occupational Health Assessments.

Integrations	
Deliverable	**Scope**
Fire Inspection Import or Export	Deploy the Origami standard import process to perform bulk inserts and updates of [Domain] data. Assumptions: • [Insert source system name] is the system of record / owner of employee data. • Client will provide the data file in delimited or fixed width format using Origami's standard layout. OR Deploy the Origami standard export process to export Fire Inspection data.

Deployment	
Deliverable	**Scope**
Go-Live Support	Provide go-live support for 30 calendar days following delivery of all the deliverables listed in this Implementation Scope section to address any issues in connection with the Implementation Scope described in this section. Assumptions: • Issues/requests relating to expanded scope will be addressed using Client's ongoing support hours.

Training	Provide up to **16 hours** of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Time preparing for and conducting training are included in these hours. Professional Service hours will be eroded for training in future years. Training will be provided at Client offices or online at the Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami. Assumptions: • Client will provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach. • If training is to be provided in Client office, Client will provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training. In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.
End to End Testing Support	Provide up to 10 **hours** of support for End to End Testing Support. Assumptions: • Client will create test plan and execute all testing scenarios. • In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.

Project Management	
Deliverable	**Scope**
Project Management	Origami will designate a project manager to provide project management activities during the Implementation. Origami will follow a set of best practices and tools to manage the implementation project which includes the items listed below: Origami will: • Schedule and lead initial kickoff call or meeting. • Lead 30-minute status calls every two weeks throughout the term of the project (or as otherwise agreed upon by both Origami and the Client) with attendees which will be determined at project kickoff and as may be adjusted as needed throughout the duration of the project. • Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time. • Provide a project dashboard and QRAID (Questions, Risks, Actions, Issues, Decisions) log to provide oversight on issues which may impact scope, resources or timeline. • Coordinate all activity within Origami to complete Origami's tasks on schedule and ensure project team's collaboration and accountability. Client will: • Participate in status calls and working meetings. • Complete all Client assigned project tasks (e.g. discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline • Coordinate all activity within Client's organization to complete Client's tasks on the project schedule. • Coordinate all activity of Client's 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule

CLIENT ROLES AND RESPONSIBILITIES

• Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization to complete Client's tasks on the project schedule and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.

- Client will designate, prior to the start of this engagement, at least one System Administrator ("Client SA") who will be responsible for working with Origami to implement the Service and maintain the Service thereafter, and who will provide ongoing production support to Client's users, both internal and external. More detailed responsibilities will be provided after project kickoff based on system requirements. Client SAs will be responsible for setting up and assigning security rights and maintaining user IDs for all users. Client SAs will have sufficient knowledge, skills and abilities to perform their identified project roles.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule and Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary. Client will be responsible for any charges levied by 3rd party providers.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed (e.g., participate in status calls and working meetings, provide specifications, direction, and feedback as needed by Origami in a timely manner, etc.)
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly.
- Client will be responsible for testing and quality assurance related to the implementation within the timeframe as agreed upon in the project schedule. Client will ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows), as agreed upon in the design documentation created by or for Client or Client's users in the Service.
- Outside of the implementation scope set forth in this SOW, Client shall have the ability to configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- Client will review and approve specifications provided by Origami and acknowledges that requests for substantial deviations from the specification are outside the scope of the project.
- Upon Origami's completion of the deliverables set forth above, Client will provide written acknowledgment of Go-Live.
- At the conclusion of the implementation as set forth herein, Client agrees to use good faith efforts to respond to any Origami questionnaire or other request for feedback.

PRICING AND INVOICE SCHEDULE

Origami will invoice Client $149,400 for the Professional Services detailed in this SOW. Fees will be deemed fully earned upon execution of this SOW. As an accommodation to Client, this amount shall be split into four payments:

Deliverable	Milestone Description	Payment Amount
Project Kickoff and Database Deployment	Due upon completion of the project kick-off meeting and deployment of the database in the Staging environment	25% payment = $37,350
Safety Management module configuration	Due upon the earlier of the Safety Management module configuration or 6 months from the execution of this SOW	25% payment = $37,350
Occupational Health module configuration	Due upon the earlier of the Occupational Health module configuration or 9 months from the execution of this SOW	25% payment = $37,350
Go-Live	Due upon the earlier of completion of the implementation as defined in the SOW or 12 months from the execution of this SOW	25% payment = $37,350

*Note: Pricing and invoice schedule is contingent upon execution of this SOW and Order Form #20250520 by June 30, 2025. If needed, additional Professional Services can be purchased through a separate Statement of Work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC   **COUNTY OF SAN BERNARDINO**

By: _____   By: _____

Name: Earnest Bentley   Name: _____
      (Print Name)   (Print Name)

Title: President, Risk Solutions   Title: _____

Date: April 17, 2025   Date: _____

ORDER FORM #20250520

CONTACT INFORMATION	
Client: County of San Bernardino	**Bill To Contact:**
Address: 385 N Arrowhead Ave	**Bill To Email:** pamela.limon@rm.sbcounty.gov
San Bernardino, CA 92415-0103	
Primary Contact: Paul Kiehl	**Is purchase order (PO) required?** ☒
Primary Contact Email: erika.ortiz@rm.sbcounty.gov	Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS

Effective Date: 2025-05-20   End Date: 2028-09-26

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	**Quantity / Functionality Purchased**
EHS - Safety Management	Up to 25000 User(s)
EHS - Occupational Health (OH)	Up to 25000 User(s)
EHS Portal User(s)	Up to 999 User(s)
	Current Period Total: $80,687.50 Annual Total: $193,650.00

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	**Quantity / Functionality**
Removed Hosting, Network & Storage	Functionality Removed
Added Hosting, Network & Storage	Adds Up to 50 GBs of Database Size
	Subscription Removed Current Period Total: $(20,833.33) Subscription Added Current Period Total: $28,750.00 Current Period Total: $7,917.67 Subscription Removed Annual Total: $(50,000.00) Subscription Added Annual Total: $69,000.00 Annual Total: $19,000.00

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	**Quantity / Functionality Purchased**
{Domain} Import or Export	Integration Selected
	Current Period Total: $2,395.83 Annual Total: $5,750.00

RECURRING SUBSCRIPTIONS – Ongoing Support	
Subscription	**Quantity / Functionality Purchased**
Ongoing Support Hour(s)	140 Hour(s)
	Current Period Total: $31,500.00 Annual Total: $31,500.00

Current Period Fees (before discount):	$122,500.00
Discount (applied to $122,500.00):	($16,625.00)
***Total Current Period Fees:**	$105,875.00
Annual Fees (before discount):	$249,900.00
Discount (applied to $249,900.00):	($39,900.00)

BILLING DETAILS AND ADDITIONAL TERMS

This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC ("Origami"). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the "Agreement"). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement.

Fees for the current year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

Service descriptions and service-specific terms and conditions are set forth at origamirisk.com/servicedescriptions, which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.

*Note: Pricing valid through 6/30/2025

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC

By: _____

Name: Earnest Bentley
      (Print Name)

Title: President, Risk Solutions

Date: 04-17-2025

COUNTY OF SAN BERNARDINO

By: _____

Name: _____
      (Print Name)

Title: _____

Date: _____

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under $50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or $50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (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.

Agent: 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.
Otherwise related entity: 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.

Parent-Subsidiary Relationship: 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: __Origami Risk LLC__

2. Is the entity listed in Question No.1 a nonprofit 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):

   We do not share shareholders information as that is private infromation

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

Company Name	Relationship
Origami Risk Ltd	UK Subsidiary
Origami Risk Inc	Canadian Subsidiary

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
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 Agent(s):
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 $500, 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 the Amendment, 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 $500 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.