



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Multiview Corporation
Contractor Representative	
Telephone Number	(800) 463-8439
Contract Term	5 Years beginning on the Effective Date
Original Contract Amount	\$532,800
Amendment Amount	N/A
Total Contract Amount	\$532,800
Cost Center	8510
Grant Number (if applicable)	

WHEREAS, County conducted a competitive process to find a vendor to provide the Services that are the subject of this Contract, and

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

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

This Contract consists of these General Terms and the documents that are referenced and hereby incorporated as though fully set forth herein by a checked box below, and attachment hereto:

- ☐ Attachment A – HARDWARE PURCHASE TERMS
- ☒ Attachment B – STATEMENT OF WORK
 - ☒ Exhibit B-1 Statement of Work Terms
 - ☒ Exhibit B-2 Service Order
- ☒ Attachment C – SOFTWARE SUPPORT AND MAINTENANCE TERMS
- ☒ Attachment D – CLOUD SERVICES TERMS
 - ☒ Exhibit D-1 Master Subscription Agreement
- ☒ Attachment E – BUSINESS ASSOCIATE AGREEMENT
 - ☐ Attachment E-1 – Business Associate Addendum for Cloud Services
- ☒ Attachment F – CAMPAIGN CONTRIBUTION DISCLOSURE

In the event of any inconsistency between these General Terms and any forms, attachments, orders, statements of work, or specifications which may be incorporated into this Contract, the following order of precedence shall apply: (i) these IT Contract

General Terms (ii) the Service Order in Exhibit B-2 regarding all subject-matter therein, including but not limited to, description and prices of Services and the Statement of Work (SOW) in Exhibit B-1;; (iii) remaining SOWs and MSA (including SLA) at Exhibit D-1; and (iii) other Attachments/Exhibits to this Contract and other documents attached hereto or incorporated herein.

A. DEFINITIONS

The following capitalized terms shall have the meaning ascribed herein:

- A.1 “Affiliates”:** collectively, municipalities, school districts, and other tax districts within County
- A.2 “County”:** San Bernardino County
- A.3 “Contractor”:** the individual or entity identified as providing the Consulting Services and/or Services
- A.4 “DRM”:** County’s Department of Risk Management
- A.5 “Effective Date”:** the date of execution of the Contract
- A.6 “EFT”:** Electronic funds transfer.
- A.7 “P.O.”:** a purchase order specifying the types and quantity of Products, Services or Software ordered, the method of delivery, the delivery date required and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.8 “Products”:** goods in the technology and consumer electronics category
- A.9 “Consulting Services”:** professional consulting services in respect of the Services intended to replace an existing General Ledger and Fixed Asset systems, add a Costing System, and provide the ability to interface with various software platforms for payroll, accounts payable, and patient accounting, which may include implementation, design, customization, maintenance, help desk or other services necessary or desired by County as specified in an SOW.
- A.10 “Service(s)”:** means software as a service, computer programs, procedures, rules, routines, or subroutines and any associated documentation pertaining to the operation of a computer system, including software designed to fill specific needs of a user; software that controls the execution of programs, and software that provides functionality such as resource allocation, scheduling, input/output control, and data management; application-independent software that supports the running of application software; software designed to facilitate the operation and maintenance of a computer system and its associated programs; and computer programs or routines designed to perform some general support function required by other application software, by the operating system, or by the system users, such as formatting electronic media, making copies of files, or deleting files.
- A.11 “SOW”:** a statement of work as set out in Exhibit B-1 or otherwise a work order that identifies Services and Professional Services provided by Contractor, including a detailed task list or specifications, the estimated period of performance, the fixed price or hourly rate to be charged for the Services, together with any milestones, acceptance criteria and other information regarding the scope of work, as mutually agreed by the Parties.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

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

B.2 Contract Amendments

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

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Contractor may assign this Contract, in whole as part of a corporate reorganization, consolidation, merger,

or sale of all of its assets, provided that Contractor provides County with ten (10) days' prior written notice of such assignment, if possible, and County has the right to terminate this Contract for convenience in accordance with Section B.21, if the party to whom the Contract would be assigned is restricted by applicable law as described in Section B.14 or Section B.49.

B.4 Contract Exclusivity

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

B.5 Attorney's Fees and Costs

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

B.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel are competent and authorized to work in the jurisdiction in which they are assigned to perform Services and are not otherwise disqualified from performing the Services under applicable law. If not in violation of applicable law, Contractor shall conduct a background check on all its personnel providing Services when first hired by the Contractor.

B.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within thirty (30) business days of the change.

B.8 Choice of Law

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

B.9 Compliance with County Policy

In performing the Professional Services while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the written policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable written standards, policies, practices, processes, procedures, and controls of the County which shall be provided to Contractor in advance; and (d) abide by all laws applicable to the County facilities, if applicable to the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "**County Policies**"). County Policies, and additions or modifications thereto, may be communicated in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous written posting at a County facility. If provided in advance to Contractor in writing, Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate. County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

B.10 Confidentiality of PHI

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (**HIPAA**) and the Health Information Technology for Economic and Clinical Health (**HITECH**) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall comply with the attached Business Associate Agreement (Attachment E). Contractor further agrees to comply with the requirements of all applicable laws to the information collected and maintained by Contractor for Services performed pursuant to Contract.

B.11 Primary Point of Contact

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

B.12 County Representative

The ARMC Chief Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority on behalf of County in all matters pertaining to the Services/Scope of Work by Contractor. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

B.13 RESERVED**B.14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment or declared ineligible to perform the Services by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State. Accordingly, should it be determined that Contractor is debarred, suspended, or declared ineligible to perform the Services by any federal department or agency, that shall be grounds for termination of this Contract for convenience. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response and/or cure the contravention.. Termination for convenience under this Section shall be at the sole discretion of the County.

B.15 RESERVED**B.16 Duration of Terms**

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

B.17 RESERVED**B.18 RESERVED****B.19 Improper Influence**

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

B.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County, which intends to cause such person to act against their duties or obligations to the County, in an unethical attempt to secure favorable treatment regarding this Contract; notwithstanding the foregoing, advantageous pricing and/or discounts on services offered in the normal course of business do not constitute a bribe or unethical conduct. The County, shall provide written notice to Contractor if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the County with respect to the proposal and award process pursuant to this Section B.20. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration as described in this paragraph from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office.

B.21 Informal Dispute Resolution

In the event a party determines that the other party is in material breach, including if County determines that the Services are unsatisfactory, a party has a limited right to terminate for convenience in Sections B.3, B.14, or B.49, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof (each a "**Dispute**"), the parties hereto shall use their best efforts to settle the Dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.22 Legality and Severability

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

B.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the applicable laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. In the situation where there is a failure to maintain a required license, permit and/or certification, County shall provide written notice to Contractor pursuant to Section B.21.

B.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines, after reasonable investigation, that Contractor has made a material misstatement or material misrepresentation or that materially inaccurate information has been provided to the County to the extent that, in the legal opinion of the County such misstatement would require the County to go through a re-bidding process, this Contract may be terminated in accordance with B.21 and, if applicable, B.38. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

B.25 Mutual Covenants

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

B.26 Nondisclosure

This Agreement is subject to compliance with the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005) (collectively, "Regulations"). All information, including detailed price and cost information, is public information. See Exhibit D-1, Sections 6.1 to 6.4 inclusive for additional obligations and remedies of the parties regarding Confidential Information (that is not PHI).

B.27 Notice of Delays

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

B.28 Ownership of Documents

All documents that contain County confidential information, County data, County-licensed products, graphics, computer programs, deliverables and reports accessed by Contractor pursuant to the Contract to provide the Services, shall be considered property of the County (and products, if applicable) subject to all Contractor Services, confidential information, products, software, technology, intellectual property and proprietary processes that are and remain the property of Contractor. All deliverable items as set out in a SOW or Service Order shall be delivered to County in accordance with the Contract, if any. Unless otherwise directed by County, Contractor may retain copies of such items.

B.29 RESERVED**B.30 RESERVED****B.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for contract performance. All Records (as defined below) shall be reasonably complete and current and comply with all Contract requirements. Failure to maintain acceptable Records shall be considered grounds for the County to provide written notice to Contractor pursuant to Section B.21. "Records" are all records relating to the Contractor's Services/Scope of Work and expenses pertaining to this Contract, which Records shall be kept in a generally acceptable accounting format. Records should include primary source documents, where applicable and required by County's Policies which requirements shall be communicated in

writing to Contractor. Fiscal Records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures directly relating to the Services, if applicable. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy, which requirements shall be provided to Contractor in advance.

B.32 Relationship of the Parties

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

B.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

B.34 Representation of the County

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

B.35 Strict Performance

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

B.36 Subcontracting

Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article E. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor personnel. For any subcontractor, Contractor shall:

B.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

B.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

B.37 Subpoena

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

B.38 Termination

If the Dispute resolution in Section B.21 does not result in a mutually-acceptable resolution after 60 days, each party reserves the right to terminate the Contract, either in accordance with a right to terminate for convenience per Paragraphs B.3 and B.49; or otherwise, for material breach with a thirty (30) day written notice of termination to the other party during which notice period such party shall make best efforts to cure such material breach. Such termination may include all or part of the Services described herein, including a suspension of Services for non-payment by County. Upon termination by County, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination, subject to Article G below. Subject to Section B.28, if Contractor does not cure the alleged material breach, Contractor shall deliver promptly to County any existing deliverables, if any, that do not contain any Contractor intellectual property or technology.

B.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

B.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to

this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

B.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. In the event the County determines a conflict of interest situation exists, the County shall provide written notice to Contractor pursuant to Section B.21. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

B.42 Former County Administrative Officials

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

B.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Contractor is required to disclose whether the firm, or any of its principals, members, or key employees (as that term is defined herein), within the last ten years, has been indicted or had criminal charges brought against it or them (if still pending) or convicted of any crime or criminal offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. For purposes of this provision "key employees" includes the CEO or CFO of the Consultant providing direct service to the County. "Key employees" do not include sales, IT or clerical personnel providing service at the firm's offices or locations.

B.44 RESERVED

B.45 RESERVED

B.46 RESERVED

B.47 RESERVED

B.48 RESERVED

B.49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with unsanctioned individuals or entities, that shall be grounds for termination of this agreement for convenience. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response and/or cure the contravention.. Termination for convenience under this Section shall be at the sole discretion of the County.

B.50 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment F- Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or 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 Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or 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 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.

C. TERM OF CONTRACT

This Contract is effective as of the Effective Date and expires 5 years thereafter after, but may be terminated earlier as provided elsewhere in this Contract (the "**Term**").

D. FISCAL PROVISIONS

- D.1** The maximum amount of payment under this Contract shall not exceed \$532,800, of which \$532,800 may be federally funded. 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 unless otherwise consented to by County in writing. Notwithstanding the foregoing, any additional Service Order signed by the County governed under this Contract shall have the effect of deeming the capped amount in this Section D.1 to increase to the amount owing to Contractor set out in the new Service Order without further amendment.
- D.2** Invoices shall be issued with a net thirty (30) day payment term with corresponding Purchase Order number stated on the invoices; Contractor shall add any Purchase Order number provided to Contractor to any such Invoice.
- D.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- D.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- D.5** Costs for Services under the terms of this Contract shall be incurred during the contract Term except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- D.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue.
- D.7 RESERVED**

E. INDEMNIFICATION AND INSURANCE REQUIREMENTS

E.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by the Services provided by Contractor. If a credible claim is made or threatened, including without limitation, the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement

or misappropriation of any Intellectual Property Rights by Services, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County if such settlement imposes obligations upon County other than an obligation to stop using the Services that are the subject of the claim. In the event, except where there is material prejudice, that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees, judgments, and expenses within thirty (30) days from date of invoice or debit memo from County.

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

The obligations in this Indemnification do not extend to: (a) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Service furnished by Contractor with other products, software or services not provided by Contractor; (b) any IP Claim related to any Client Data; or (c) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement.

E.2 RESERVED

E.3 RESERVED

E.4 RESERVED

E.5 RESERVED

E.6 RESERVED

E.7 RESERVED

E.8 RESERVED

E.9 RESERVED

E.10 RESERVED

E.11 Types and Limits

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

E.11.1 Workers' Compensation/Employer's Liability – As Contractor has no employees on-site, it shall certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

E.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).

- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

E.11.3 RESERVED

E.11.4 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

E.11.5 RESERVED

E.11.6 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

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

F. RIGHT TO MONITOR AND AUDIT

F.1 The County, State and Federal government shall have right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items directly associated with the delivery of these Services under the Contract to County, no more than once per year at County’s sole expense, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reasonable and standard practice reporting requirements established by the County.

F.2 All records directly pertaining to Services delivered under the Contract and all fiscal, statistical and management books and records related to the Services under the Contract shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

G. CORRECTION OF PERFORMANCE DEFICIENCIES

In the event of a non-cured breach under Section B.38, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

(a) afford Contractor thereafter an additional time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

(b) terminate this Contract immediately and be relieved, as at the date of termination, of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County.

H. NOTICES

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

*San Bernardino County
Arrowhead Regional Medical Center*

*Attn: Legal
Multiview Corporation*

400 N. Pepper Ave.
Colton, CA. 92324

8 The Green, Suite #16088
Dover, DE. 19901
legal@multiviewcorp.com

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this Section.

I. ENTIRE AGREEMENT

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

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

MULTIVIEW CORPORATION

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<div>▶</div>	<div>▶</div>	<div>▶</div>
County Counsel		
Date	Date	Date

ATTACHMENT A

RESERVED

ATTACHMENT B

STATEMENT OF WORK

*This Statement of Work ("SOW") is between Multiview Corporation ("**Multiview**") having a place of business at 8 The Green, Suite 16088, Dover, DE 19901, and San Bernardino County – Arrowhead Regional Medical Center ("**Client**") having a place of business at 400 North Pepper Ave., Colton, CA 92324 USA.*

The SOW as described herein is agreed to by both parties as sufficient and requested.

This SOW is incorporated into the Agreement between parties. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Agreement.

Purpose

Multiview commits to the following Consulting Service deliverables for Client.

Project Scope

Multiview will provide Consulting Services to assist Client in converting from their existing financial software to the Multiview Financials Software cloud-based software as a service.

PART OF SCOPE	MODULE NAME	DESCRIPTION
X	Data Conversion	The data to be converted from the legacy system to the Multiview Financial Software. The standard conversion consists of General Ledger for account balances and transactions for the current and prior 1 year(s), accounts receivable for customers and open invoice amounts by Customer, and accounts payable for vendors and open invoice amounts by Vendor.
1	Company	The count of business entities whose staff will require access to Multiview as a consumer of the Multiview service.
X	General Ledger	The main accounting record of a company or organization. Development of Profit & Loss statement, Balance Sheet and Cash Flow Statement.
	Accounts Payable	Vendor invoice management and payment functionality
	Accounts Receivable	Customer invoicing and payments management
X	Workflow Approvals	Automation of routing electronic approvals within a module
X	Fixed Assets	Accounting of Long-Term assets

	<i>Purchase Order</i>	<i>Purchase Order functionality</i>
	<i>Requisition</i>	<i>Requisitions functionality</i>
	<i>Inventory</i>	<i>Materials management functionality</i>
	<i>Employee Expense Management</i>	<i>Employee Expense processing</i>
	<i>Budget & Forecasting</i>	<i>Embedded Budgeting and Forecasting</i>
	<i>Project Management</i>	<i>Project Accounting functionality</i>
	<i>Work Order Management</i>	<i>Work Order Processing</i>
	<i>Cost Accounting</i>	<i>Cost Accounting functionality</i>
X	<i>View Source 360</i>	<i>The Data Warehouse offering allowing for foreign data sources to be aggregated and input into the Multiview Financial Software.</i>

FORMS CONVERSION	IN SCOPE
Accounts Payable	
<i>Accounts Payable Checks</i>	<i>(1 format)</i>
<i>ACH/EFT</i>	<i>(1 format)</i>
Accounts Receivable	
<i>Statements</i>	<i>(1 format)</i>
<i>Invoices</i>	<i>(1 format)</i>
Bank Interface	
<i>BAI Bank Interface</i>	<i>(1 format)</i>

INTERFACE CONSULTING SERVICES	NOTE

Interface 1: PeopleSoft (Payroll) to ViewSource 360 General Ledger	
<i>Perform technical coding & changes as agreed upon with Client</i>	<i>Multiview interface development assumes Client provides data feeds (pushed to MV) or API documentation</i>
<i>Install Interfaces on Client's test & production databases</i>	
Interface 2: EPIC (Electronic Medical Records) to ViewSource 360 and General Ledger	
<i>Perform technical coding & changes as agreed upon with Client</i>	<i>Multiview interface development assumes Client provides data feeds (pushed to MV) or API documentation</i>
<i>Install Interfaces on Client's test & production databases</i>	
Interface 3: SAP (Accounts Payable and Materials Management) to General Ledger	
<i>Perform technical coding & changes as agreed upon with Client</i>	<i>Multiview interface development assumes Client provides data feeds (pushed to MV) or API documentation</i>
<i>Install Interfaces on Client's test & production databases</i>	
Interface 5: Kronos to General Ledger	
<i>Perform technical coding & changes as agreed upon with Client</i>	<i>Multiview interface development assumes Client provides data feeds (pushed to MV) or API documentation</i>
<i>Install Interfaces on Client's test & production databases</i>	
Interface 6: Strata (Cost Accounting) to General Ledger	
<i>Perform technical coding & changes as agreed upon with Client</i>	<i>Multiview interface development assumes Client provides data feeds (pushed to MV) or API documentation</i>
<i>Install Interfaces on Client's test & production databases</i>	

The following services will be provided for test conversions and the first use by the Client using any part of the Service in their live production environment (“First Productive Use” or “FPU”) conversion

- *Database transfer facility between Multiview and Client server using secure FTP*
- *Conversion of historical data as described herein*
- *Corrections and data re-load per direction of Client until 30 days after FPU*

Training and Documentation:

All functional training videos will be available to Client after First Productive Use for their own ongoing use.

Multiview can be contracted for training in addition to the standard training methodology if requested by Client during or post Implementation.

On Premise Services

When requested, Multiview Professional Services are available to provide on-premise services on a time and materials basis, at Multiview’s prevailing hourly rate.

<i>On Premise Services</i>	
<i>Training</i>	<i>N/A</i>
<i>Professional Services</i>	<i>N/A</i>

Historical data

The Client has access to, an understanding of, and will provide to Multiview on a timely basis, all historical data that is in the scope of data conversion activities of the project.

<i>General Ledger</i>	<i>Account balances</i>
	<i>Transactions for the current and prior year only</i>
<i>Accounts Receivable</i>	<i>Customers</i>
	<i>Open items (remaining balance amount by Customer)</i>
<i>Accounts Payable</i>	<i>Vendors</i>

	<i>Open items (remaining balance amount by Vendor)</i>

Assumptions

For the modules in this Statement of Work Schedule, an agreed upon FPU date will be referenced within the Project Plan in collaboration with Client. This project will deliver in-scope functionality incrementally.

Client will be required to sign off on the “FPU checklist” to indicate that all preparations in that project phase are completed. The FPU checklist is a consolidation of various approval milestones found within the project plan.

Data conversion quality assurance

The Client’s designated personnel are available, and have the necessary background and knowledge, to perform audits and tests of all data conversion processes and outputs.

The parties have caused this Statement of Work to be executed by their duly authorized representatives effective as of the date both Parties have signed.

EXHIBIT B-1
STATEMENT OF WORK TERMS

A. CONTRACTOR RESPONSIBILITIES

- A.1** Contractor to fully set up and test Multiview's Fully Integrated General Ledger module and integrate data into the General Ledger module from the County's systems such as Epic, SAP, EMACS/PeopleSoft as set out in ATTACHMENT C.
- A.2** Contractor to fully set up and test Fixed Asset module
- A.3** Provide ability to create Financial Reporting for reports with integrated business intelligence tools. Discuss with ARMC staff what reports to set up and incorporate as standard reports
- A.4** Support historical data conversion and transfer
- A.5** Perform user and security setups. Provide how-to steps on how to give future employees access and security workflow.
- A.6** Perform necessary testing to ensure functionality; work with the County's SAP IT team to ensure compatibility.
- A.7** Provide educational Services
 - a. Delivery of educational services for software modules in scope
 - b. Provide training for ARMC Staff
 - 1. Supplied video and testing scenarios
 - c. Follow-up training, one-on-one mentoring will be delivered remotely via web session, telephone, and/or email at an additional cost
- A.8** Comprehensive Implementation and project management support. Multiview is responsible for managing all aspects of the project through completion
 - a. Provide weekly status calls, milestones and project budgets
 - b. Document and notify ARMC if the project is not meeting the agreed upon plan and project budget
- A.9** Data Conversion
 - a. Phase 1: Test phase
 - 1. Use legacy data to populate a test environment, allowing ARMC to conduct Quality Assurance/User Acceptance Testing on both the converted data as well as on the conversion process rules

- b.** Phase 2: uses the conversion program from phase 1 to populate the production database at Go-Live
 - 1. General Ledger
 - a. Historical Transactions and/or balances for up to two (2) years
 - 2. Asset Management
 - a. Open Assets
 - b. Accumulated Depreciation

EXHIBIT B-2

SERVICE ORDER

This Service Order is entered into by and between Multiview Corporation ("**Multiview**") having a place of business at 8 The Green, Suite 16088, Dover, DE, 19901, and San Bernardino County – Arrowhead Regional Medical Center ("**Client**") having a place of business at 400 North Pepper Ave., Colton, CA 92324 USA.

Service Start Date: Cloud Deployment Date	Subscription Period: 5 years
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Product and Pricing Table:

Application/Functional Unit	Quantity	Unit Price Monthly	- Total Monthly	- Total - Annual
Core Accounting	10	\$290.00	\$2,900.00	\$34,800.00
Business Intelligence	10	\$94.00	\$940.00	\$11,280.00
Desktop System Administrator	2	\$49.00	\$98.00	\$1,176.00
Reporting and Approvals (Portal)	153	\$19.00	\$2,907.00	\$34,884.00
Payroll 360	1	\$200.00	\$200.00	\$2,400.00
Infrastructure Technology	1	\$1,835.00	\$1,835.00	\$22,020.00
Net Annual Subscriptions			\$8,880.00	\$106,560.00
Term (years)	5			
Total Contracted Subscriptions				\$532,800.00

Professional Services:

As agreed to in Statement of Work		\$118,000.00
Discount (not including Intelligent Capture)	100.00%	-\$118,000.00
Total Professional Services		\$0.00

Contract Totals:

<i>Total Contracted Subscription Amount</i>	<i>\$532,800.00</i>
<i>Total Professional Services</i>	<i>\$0.00</i>
<i>Total Contract Payments Due</i>	<i>\$532,800.00</i>

Payment Table:

<i>Upon Effective Date</i>	<i>\$53,280.00</i>
<i>Upon Cloud Deployment</i>	<i>\$53,280.00</i>
<i>1st anniversary of Cloud Deployment</i>	<i>\$106,560.00</i>
<i>2nd anniversary of Cloud Deployment</i>	<i>\$106,560.00</i>
<i>3rd anniversary of Cloud Deployment</i>	<i>\$106,560.00</i>
<i>4th anniversary of Cloud Deployment</i>	<i>\$106,560.00</i>
<i>Total Payments</i>	<i>\$532,800.00</i>



Contract Number

SAP Number

ATTACHMENT C SOFTWARE SUPPORT AND MAINTENANCE TERMS

These Software Support and Maintenance Terms are attached to, form a part of, and supplement the Contract only with respect to Software Support and Maintenance services.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1 "Documentation":** Users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software. Manuals and other printed materials customized for County hereunder constitute Work Product if such materials are required by an SOW.
- A.2 "Service Provider":** Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Services.
- A.3 "SOW"** means the Statements of Work from Contractor in Attachment B-1.

B. SUPPORT SERVICES

B.1 Installation

Service Provider will provide implementation of Services at in accordance with the Service Order. If County requests installations services in excess of the SOW, Service Provider and County will negotiate to include pricing for additional installation services.

B.2 Training

Service Provider will provide training per the SOW.

B.3 Customer Support

Service Provider will provide email support that triages and routes support tickets for Services as reasonably required to assist County IT personnel to troubleshoot and correct Services performance to materially conform with Documentation, between 8 a.m. ET and 8:00 p.m. ET, Monday to Friday, in accordance with its SLA referenced in Exhibit D-1. Service Provider may use personnel, resources, and third-party contractors in locations in the United States or Canada to provide this level of remote support.

B.4 Updates

Service Provider will provide updates to Services, such as bug fixes and security patches that are generally made to its government and/or commercial licensees ("**Updates**") at no additional cost to County during the Term. Updates do not include any options, upgrades or future products which Service Provider charges for as a separate product ("**Upgrades**") or where Service Provider gives County a written end-of-life notice.

B.4.1 Service Provider is not obligated to ensure that Upgrades of its products are backwards compatible with older hardware platforms or software versions.

B.4.2 County may elect to defer or decline installation of Upgrades, subject to the advice of Contractor, or shall agree to install Upgrades in a test environment first before applying them in its production systems. Contractor shall not install or attempt to install any Upgrade on any County system without County's prior written consent.

B.5 Remote Access by Service Provider

If in the unlikely event remote access is needed to assist Customer with troubleshooting and correction, Service Provider will provide remote access session in accordance with its SLA (Exhibit D-1) in a secure manner. In such case, Service Provider will guide the County personnel through the support process. Service Provider may not use personnel, resources, or third-party contractors located outside of the continental United States or Canada to provide this level of support unless approved by County in writing prior to contact.

B.6 Limitations

Service Provider will not be obligated to provide support under the following conditions:

- B.6.1** Services have been modified or altered other than by Service Provider or in accordance with Service Provider's instructions;
- B.6.2** Services have not been installed, operated, repaired, or maintained in accordance with Documentation; or
- B.6.3** Trouble is related to configuration of County's network.

C. MAINTENANCE SUPPORT

C.1 Service Levels

County may order maintenance support at an additional cost as set forth in the SOW and/or Service Order under Service Provider's standard software support terms available at the time that Services are ordered. Notwithstanding the foregoing, maintenance support will, at a minimum, include:

- C.1.1** Defect correction information or bypass;
- C.1.2** Periodic releases of code corrections, bug fixes, security enhancements and updated versions and releases of Software and Documentation; and
- C.1.3** Reasonable remote assistance to correct Software defects per Section B5 above.

C.2 Upgrades

If Service Provider Upgrades Services, provided that County has an active SOW, County may Upgrade all licensed instances of the Services at a standard rate available to customers at the time of the Upgrade.

D. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, OR COSTS OF RECOVERY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES. EXCEPT FOR CLAIMS ARISING PURSUANT TO INDEMNIFICATION OBLIGATIONS, NON-PAYMENT OF FEES, MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY COUNTY UNDER THE CONTRACT.

[END OF SOFTWARE SUPPORT AND MAINTENANCE TERMS]

EXHIBIT C-1
SERVICE LEVEL AGREEMENT

RESERVED



Contract Number

SAP Number

ATTACHMENT D
CLOUD SERVICES TERMS AND CONDITIONS

These Cloud Services Terms and Conditions are attached to, form a part of, and supplement the General Terms only with respect to cloud services.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "CISO": County Chief Information Security Officer or other County-designated officer responsible for cyber-infrastructure security.
- A.2** "CONUS": Continental United States
- A.3** "County Data": Any information, formulae, algorithms, or other content that County, County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. County Data also includes user identification information, personally identifiable information, and metadata which may contain County Data or from which County Data may be ascertainable.
- A.4** "Data Breach": Any access, destruction, loss, theft, use, modification or disclosure of County Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- A.5** "Recovery Point Objective (RPO)": The point in time at which County Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of County Data immediately preceding the interruption. The RPO is detailed in the SLA.
- A.6** "Recovery Time Objective (RTO)": The period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.
- A.7** "SaaS" (Software as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider including network, servers, operating systems, or storage, that are accessed by client devices through a thin client interface such as a web browser.
- A.8** "SLA": Service Level Agreement which is attached hereto as Exhibit D-1 and hereby incorporated herein.
- A.9** "Service Provider": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

B. SERVICES AVAILABILITY

If Services monthly availability averages less than 99.8% between the hours of 8:00AM ET to 8:00PM ET on Monday to Friday (and excluding agreed-upon maintenance downtime), County shall be entitled to apply credits or use other contractual remedies as set forth in the Contract. Service Provider shall provide advance written notice to County of any major upgrades or changes that will affect the Service availability.

C. DATA AVAILABILITY

If County Data monthly availability averages less than 99.8% between the hours of 8:00AM ET to 8:00PM ET

on Monday to Friday (and excluding agreed-upon maintenance downtime), County shall be entitled to apply credits or use other contractual remedies as set forth in the Contract if County is unable to access County Data as a result of: (i) acts or omission of Service Provider; (ii) acts or omissions of third parties working on behalf of Service Provider; (iii) network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Service Provider's server, to the extent such attack would have been prevented by Service Provider taking reasonable industry standard precautions; (iv) power outages or other telecommunications or Internet failures, to the extent such outages were within Service Provider's direct or express control..

D. SaaS and SECURITY

D.1 Certification

Service Provider shall certify:

- D.1.1** the sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract, and, if requested by County, provide a copy of its Statement on Standards for Attestation Engagements (SOC) 2 Type II audit results;
- D.1.2** its compliance with the California Information Practices Act (Civil Code Sections 1798 et seq.); and
- D.1.3** its compliance with privacy provisions of the Federal Privacy Act of 1974.

D.2 Safeguards

Service Provider shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section D.1.1 above at all times during the Term of this Contract to secure County Data from Data Breach, protect County Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt and/or compromise County's access to County Data.

D.3 High-Availability and Redundancy

Service Provider shall use a cloud service provider/host with capacity for a high-availability and a redundant environment. Service Provider uses AWS as their cloud service provider/host; it is acknowledged that not all of the below requirements are relevant for the Services. AWS' controls listed at <https://aws.amazon.com/compliance/data-center/controls/> meet the minimum requirements and are confirmed by County sufficient:

- D.3.1** Power and/or generators shall be 2N
- D.3.2** UPS power shall be 2N
- D.3.3** Redundant servers shall be N+1
- D.3.4** Data center shall be Tier-2
- D.3.5** Data center cooling shall be 2N
- D.3.6** All UPS's and Generators must be tested and inspected on a quarterly basis. Copies of inspection and testing results must be provided upon demand to the County. Inspection and testing records must be retained for a minimum of 3 years
- D.3.7** Data center cooling must have preventative maintenance performed quarterly. Copies of preventative maintenance records must be provided upon demand to the County. Preventative maintenance records must be retained for a minimum of 3 years.

D.4 Physical

Service Provider shall use AWS to host the Services which has industry compliant physical premises in which cloud hosting occurs. If Service Provider changes from AWS to another cloud hosting service provider then advice notice of 30 days shall be provided to County and County may list additional physical controls that are required by amendment to this Contract.

D.5 Verification

Service Provider shall provide a Statement on Standards for Attestation Engagements 16 (SSAE16) Service Organization Controls Report SOC 2 Type I and Type II Reports on an annual basis, upon prior written request by County. Based on the report(s), its findings and remediation planned or accomplished shall be provided to the County CISO in terms of an attestation letter.

D.6 Security

Service Provider assumes responsibility for the security and confidentiality, integrity, and availability of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Service Provider other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by CISO. When data is destroyed or disposed of, it shall be in accordance with the applicable laws. Remote access to County Data from outside the United States and Canada, including remote access to County Data by authorized SaaS support staff in identified support centers outside of this area, is prohibited unless approved in advance by the CISO.

E. ENCRYPTION

In order to provide reasonable security to County Data, cloud service datacenters should encrypt all County Data while in route to and from the Service Provider (in motion) using secure transfer methods (e.g., Secure Sockets Layer, Transport Layer Security), and while stored in the datacenter (at rest)

E.1 Data In Motion

All transmitted County Data require encryption in accordance with applicable law.

E.2 Data At Rest

All County Data at rest require encryption in accordance with applicable law.

F. DATA LOCATION

Unless otherwise stated in the Statement of Work and approved in advance by the CISO, the physical location of Service Provider's data center where County Data is stored shall be within the United States and Canada, and County Data shall not be transmitted, processed or stored outside of United States or Canada unless approved in advance by the County.

G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to County Data shall remain the exclusive property of County, and Service Provider has a limited, non-exclusive license to access and use County Data as provided to Service Provider solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to County Data, including user tracking and exception County Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Multiview may obtain collect and use certain data generated or processed by the Service Provider, provided that such data is anonymized and cannot be linked back to individuals or any personally identifiable information. Anonymized client data may be used for the following purposes, but not be limited to improving the Service, aggregated reporting, research and development. Multiview shall ensure that any collection, use and storage of anonymized data comply with applicable data protection laws and regulations. Anonymized client data collected and used by Multiview shall be owned by Multiview with all rights, title and interest. Except for the preceding use, unauthorized use of County Data by Service Provider 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.

H. TRANSITION PERIOD

For thirty (30) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist County in extracting and/or transitioning all County Data in the format determined by the County ("**Transition Period**"). The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment. During the Transition Period, SaaS and County Data access shall continue to be made available to County without alteration. Service Provider agrees to compensate County for damages or losses County incurs as a result of Service Provider's failure to comply with this section. Unless

otherwise stated in the SOW, the Service Provider shall permanently destroy or render inaccessible any portion of County Data in Service Provider's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days and upon a written request from the County, Service Provider shall issue a written statement to County confirming the destruction or inaccessibility of County Data. County at its option, may purchase additional transition services as agreed upon in the SOW or subsequent Service Order.

I. RESERVED – See Exhibits E and E-1

J. DISASTER RECOVERY AND BUSINESS CONTINUITY

J.1 Notification

In the event of disaster or catastrophic failure that results in significant loss of County Data access to the Services, Service Provider shall notify County by the fastest means available and in writing, with additional notification provided to the CISO. In the notification, Contactor shall inform County of:

J.1.1 the scale and quantity of County Data loss;

J.1.2 Service Provider's action plan to recover County Data and mitigate the results of County Data loss; and

J.1.3 Service Provider's corrective action plan to prevent future County Data loss.

J.2 Restore and Repair Service

Service Provider shall use best efforts in the situation to:

J.2.1 restore continuity of SaaS,

J.2.2 restore County Data in accordance with the RPO and RTO as set forth in the SLA,

J.2.3 restore accessibility of County Data, and

J.2.4 repair SaaS as needed to meet the performance requirements stated in the SLA.

J.3 Investigation and Audit

Service Provider shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with County. At its sole expense, Service Provider will have an independent, industry-recognized, County-approved third party perform an information security audit. Within five (5) business days of Service Provider's receipt of the final report, Service Provider will provide the County with a copy of the report and a written remediation plan.

[END OF CLOUD SERVICES TERMS]

EXHIBIT D-1

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“**Agreement**”), is by and between San Bernardino County on behalf of Arrowhead Regional Medical Center (hereinafter, “**Client**”) and Multiview Corporation (hereinafter, “**Multiview**”) each confirm that it has read, understands, and agrees that these terms and conditions supplement and are made a part of the Contract to which it is attached. In this Agreement, Multiview and Client may be referred to individually as a “Party” and collectively as the “Parties”.

1. SCOPE OF WORK

1.1. **Service Access.** From time to time during the Term of this Agreement, Multiview and Client may agree in a Service Order or Statement of Work, as applicable and further described in Section 2 below, and subject to the terms of this Agreement, including payment of the applicable Fees, Multiview shall make the Service available for internal business use by Client. Client and Client’s employee or contractors who are authorized by Client to use the Service, and who have been supplied a user account and password by Client (or by Multiview at Client’s request) for the Service are (“**Users**”). The specific Service will be as set out in the applicable Service Order together with any additional conditions, restrictions or parameters specified therein.

1.2. **Users Accounts & Client Affiliates.** Unless otherwise specified in a Service Order, User accounts are for use by designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Local government agencies, departments and Board-governed special districts, or other local governmental body or corporation, including applicable K-12 schools and community colleges, where County is authorized and empowered to expend public funds for such entity located within San Bernardino County’s applicable jurisdictional and geographical boundaries (“**Affiliates**”), for whom Client has paid for the Service and for related Professional Services may use the Service and receive Professional Services subject to the terms of this Agreement. Client shall cause each Client Affiliate to comply with the terms and conditions of this Agreement and any act or omission relating to this Agreement by such Client Affiliate shall be deemed an act or omission of Client.

2. ORDERS & STATEMENTS OF WORK

2.1. **Service Subscription Orders.** Client and Multiview shall enter into one or more service subscription order form (each a “**Service Order**”) for one or more of the separate financial, accounting and/or business intelligence applications or functional units within the Service for which Multiview charges separate Fees (each an “**Application**”). Each Service Order will specify at a minimum the Subscription Period(s) (as defined in Section 10.2 below), applicable Fees and any use restrictions for the applicable Application(s). The Service and its Applications are described in more depth in the online user documentation updated by Multiview from time to time (the “**Documentation**”).

2.2. **Professional Services.** Professional services shall be provided as set forth in Attachment B-1.

3. USE OF THE SERVICE

3.1. **Client Responsibilities.** Client is responsible for all activities that occur in User accounts and for Users’ compliance with this Agreement. Client shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all electronic data or information submitted by Client and/or its User to the Service (“**Client Data**”); (ii) use commercially reasonable

efforts to prevent unauthorized access to, or use of, the Service, and notify Multiview promptly of any such unauthorized access or use; and (iii) comply with all applicable local, provincial, state, federal and foreign laws in using the Service. Client is also responsible for managing the security of end-user access, computer and network security and ensuring that Client's systems which connect to the Service, are free of viruses, malware and other malicious code. Further, Client shall provide Multiview with the requisite access it requires to implement the Service and onboard the Client to the Service as reasonably necessary. Client acknowledges and agrees that in order for Multiview to perform the Services and develop the Client Works, Client must reasonably cooperate with Multiview during the provision of the Services and development of the Client Works, including but not limited to:

- (a) Providing Multiview, in a timely manner, with all information reasonably necessary required for the performance of the Services and development of the Client Works;
- (b) Reasonable access to the Client systems necessary for the performance of the Services and development of the Client Works; and
- (c) Authorization to access the Client's network via remote connection to assist the delivery of Services and the provision of the Deliverables. Client will not give Multiview access to any Client Data, including but not limited to documents, files, programs or other data, that are or are alleged to be confidential or proprietary to any third Party unless Client obtains all necessary licenses, consent and permissions to do so.

If the timetable for performance of any Services or the development of any Client Works is delayed as a result of a delay by Client in the performance of its responsibilities or provision of any resources as set forth in a Statement of Work or Service Order or if Client does not provide timely responses or access to its personnel as reasonably required by Multiview to provide the Services and/or develop the Client Works it shall be considered in breach of contract. For clarity, Multiview shall not be considered to be in breach of the Agreement to the extent of any such delay.

3.2. **Multiview Responsibilities.** Multiview shall not use or modify the Client Data (except for the purposes of performing its obligations or exercising its rights under this Agreement) or disclose the Client Data to anyone than Client and the applicable Users(s). Multiview shall: (i) maintain the security and integrity of the Service and the Client Data using appropriate technical and organizational methods which will be reviewed from time to time; and (ii) provide service availability and basic support to Client's Users, at no additional charge, in accordance with Multiview's [Service Level Agreement](#).

3.3. **Service Use Guidelines.** Client shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service or Client Works available to any third party; (ii) use the Service to store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that violates third-party privacy or publicity rights; (iii) upload any harmful or malicious code to the Service; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4. **Service Use Restrictions.** Client shall not (and shall not allow any third Party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service except to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service or Client Works; (d) frame or mirror any content forming part of the Service; or (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics or Client Works of or related to the Service.

3.5. **Service Updates.** Multiview reserves the right to periodically provide Updates to the Service without the need for explicit consent from the Client. These Updates may include, but not be limited to, security patches and bug fixes. As for Updates, including feature improvements and new functionality, Multiview will work with Client to implement. Multiview shall make reasonable efforts to ensure that Updates do not disrupt the normal functioning of the Service or cause any adverse impact on the Client's use of the Service. Multiview shall strive to inform the Client of significant Updates and any potential changes that may affect the Client's use of the Service, but Multiview reserves the right to deploy critical Updates without prior notice.

4. FEES AND PAYMENTS

4.1. **Fees; Currency; Payments.** Client shall pay Multiview the applicable fees in the amounts indicated in the applicable Service Order and/or SOW in respect of Professional Services ("**Fees**") as set forth in Exhibit B-2 of the Contract.

4.2. **Taxes.** Unless otherwise stated, Fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, use or withholding taxes (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with its Service Order(s) and SOW(s), excluding taxes based on Multiview's net income or property. For clarity, Taxes are based on the Client address in the applicable Service Order(s). If Multiview has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides Multiview with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3. **Records and Audit.** Client is responsible for maintaining complete and accurate billing and contact information with Multiview. Multiview shall have the right to use the capabilities of the Service to confirm the number of Users using the Service and Client's compliance with this Agreement.

5. PROPRIETARY RIGHTS

5.1. **Reservation of Rights.** Subject to the limited rights expressly granted in this Agreement, Multiview reserves all rights, title and interest in and to the Service and Client Works, including all related intellectual property rights unless otherwise stated in a relevant Statement of Work or Service Order. No rights are granted to Client other than as expressly set forth in this Agreement.

5.2. **Client Data.** As between Multiview and Client, Client exclusively owns all rights, title and interest in and to all Client Data. Client Data is deemed Client's Confidential Information under this Agreement. Multiview shall not access Client's User accounts, including Client Data, except to: (i) respond to service or technical problems; and (ii) to collect and analyze connection data, user login records and system data and to create aggregated or anonymized statistical analytics from Client Data which will be owned by Multiview and may be used for purposes including security and forensic analysis or at Client's request or as necessary for the operation of the Service or billing. Client hereby grants Multiview a non-exclusive license for the Term of this Agreement (and for thirty (30) days thereafter) to utilize the Client Data as reasonably required to provide the Service. For the avoidance of doubt, notwithstanding obligations on termination set out in Section 10.4, Client acknowledges and agrees that Multiview may retain one (1) archival copy of Client data (subject to maintaining such data in confidence) including records of all business dealings with Client and the records indicated in Section 5.2(ii) above for Multiview's compliance requirements and protection of Multiview's legitimate business interests.

5.3. **Personal Data.** Multiview may obtain personal information about Users through the Service including through the contracting process, billing, support requests, user connection and licensing auditing. Client represents that it has the necessary permissions and consent to share Users personal information with Multiview to provide the Service. Such personal data includes but is not limited to names, email addresses and other information which when combined with personally identifiable information will constitute personal information or personal data as such term(s) is defined by applicable law. Personal data of User will be used by Multiview for provision of the Service including the provision of service updates, training and other information relating to the Service and Software from time to time.

5.4. **Use of Anonymized Client Data.** Multiview may obtain collect and use certain data generated or processed within the Service, provided that such data is anonymized and cannot be linked back to individuals or any personally identifiable information. Anonymized client data may be used for the following purposes, but not be limited to improving the Service, aggregated reporting, research and development. Multiview shall ensure that any collection, use and storage of anonymized data comply with applicable data protection laws and regulations. Anonymized client data collected and used by Multiview shall be owned by Multiview with all rights, title and interest.

5.5. **Protection of Proprietary Rights.** All copies of any Client Works shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of Client Works originally provided to Client. Subject to the limited rights expressly granted in this Agreement, Multiview and its licensors shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in, to and under the Client Works and any copies thereof. The rights and licenses granted under this Agreement are only as expressly set forth herein. No other license or right is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a result of this Agreement or any conduct of either Party under this Agreement. Multiview shall have a royalty-free, worldwide, transferable, sub-licenseable, irrevocable, perpetual, unrestricted license to use or incorporate into the Service and/or any other products or services any suggestions, enhancement requests, recommendations or other feedback ("**Feedback**") provided by Client or its Users relating to the Service and/or Professional Services, though Client is under no obligation to provide Feedback. Client agrees that if Client provides Feedback, Multiview is free to reproduce, make, use, create derivative works of, publicly perform, display, import, transmit, distribute, license, sell, offer to sell, or otherwise dispose of such Feedback without payment of compensation or any other obligation of any kind to Client.

6. **CONFIDENTIALITY**

6.1. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential and proprietary information of a Party (the "Disclosing Party") disclosed to the other Party (the "Receiving Party"), whether orally or in writing, that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005). Confidential Information may include: the Client Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care), subject to the Regulations (defined below). This Agreement is subject to compliance with the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005) (collectively, "**Regulations**"). All information, including detailed price and cost information, is public information. If Multiview believes that any portion of this Agreement (including any attachments, amendments, SOWs, and SLAs), materials, or work product provided to the Client is exempt from public disclosure, Multiview must clearly mark that portion "Confidential" or "Proprietary". Client will use reasonable means to ensure that such information designated as confidential is safeguarded, but will not be held liable for inadvertent disclosure of information that is clearly public under the Regulations. Client will not deny public disclosure of any information so marked but required to be public pursuant to the Regulations.

6.3. **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and, if requested by the Disclosing Party, tender to the Disclosing Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the Receiving Party will then be entitled to comply with the request to the extent permitted by law.

6.4. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections in this Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate. Multiview represents that it has a good faith belief that the information it marks "Confidential" is exempt from disclosure under the Regulations. Client represents that it has a good faith belief that information it discloses to the public is a required disclosure under the Regulations.

6.5. **Security.** Multiview uses commercially reasonable measures designed to maintain the security and integrity of the Service and Client Data. Multiview regularly engages third party experts to perform independent audits of the Service. Once per calendar year, Multiview will, upon Client's written request, provide assurance reports to Client at no charge.

6.6. **Publicity.** Neither Party may issue press releases relating to this Agreement without the other Party's prior written consent, such consent not to be unreasonably denied. Each Party may include the name and logo of the other Party in lists of Clients or vendors in accordance with the other Party's standard trademark guidelines.

7. WARRANTIES AND DISCLAIMERS.

7.1. **Mutual Warranties.** Each Party represents and warrants to the other that (a) it has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; and (b) the execution, delivery, and performance of this Agreement constitutes the legal, valid, and binding agreement of that Party.

7.2. **Service Warranties.** Multiview warrants that: (i) it will provide access to the Applications and the Service in a manner consistent with general industry standards reasonably applicable to the

provision thereof; (ii) the Applications and the Service shall perform materially in accordance with the Documentation; and (iii) the Service will not contain or transmit to Client any Malicious Code (except for any Malicious Code contained in User or Client-uploaded materials or otherwise originating from Client or a User).

7.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, MULTIVIEW MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. RESERVED

9. RESERVED

10. TERM AND TERMINATION.

10.1. **Term.** The “**Term**” of this Agreement as stated in Section C of the Contract.

10.2. **Term of Subscription(s):** the “**Subscription Period**” is a period of time for use of the Service which is specified in a Service Order and will commence on the earlier of date when Client’s instance of the hosted cloud-based software is accessible (“**Cloud Deployment**”), or a date agreed by the Parties in the applicable Service Order(s). Unless otherwise set forth in the applicable Service Order, the Subscription Period will automatically renew annually on the anniversary of the Cloud Deployment date for additional twelve-month periods (each a “**Renewal Term**”), unless either Party gives written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the active Service Order. However, in no event will a Subscription Period extend beyond the Term of the Contract. Multiview may increase the Fees due for the applicable Renewal Term (if any) by providing notice to Client of such increase at least sixty (60) days before the commencement of any such Renewal Term.

10.3. **Termination for Cause.** See Sections B.21, B.24 and B.38 and Article G of the General Terms and Section 10 of Attachment E, Business Associate Agreement.

10.4. **Effect of Termination.** On termination for any reason, access to the Application(s) and Service will automatically terminate and Client and its Users shall cease all access and use of the same, save that Client shall have the right to export a copy of any Client Data hosted as part of the Service within thirty (30) days of the effective date of termination. Subject to Section 5.3 above, after termination of this Agreement, Multiview will securely destroy or permanently delete any Client Data hosted by Multiview and Client shall cease all use of any Confidential Information of Multiview.

10.5. **Survival.** The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 10 and termination or expiration of this Agreement shall not relieve Client of the obligation to pay any Fees accrued or payable to Multiview prior to the effective date of termination or expiration of this Agreement.

11. GENERAL PROVISIONS

11.1. **Force Majeure.** Neither Party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of

God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labor problems (other than those involving the employees of the affected Party), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within a Party's possession or reasonable control, provided that such Party gives the other Party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

11.2. **Export.** Client acknowledges and agrees that the Service may be subject to export and import controls under the regulations of the United States and other countries, and Client shall comply with all export and import control regulations of such countries. Client shall not use the Service for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Client shall be responsible for procuring all required permissions for any subsequent export, import or use of the Service.

[END OF MASTER SERVICES AGREEMENT]

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Arrowhead Regional Medical Center (hereinafter Covered Entity) and Multiview Corporation (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

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

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

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

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

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

A. Definitions

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

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.].
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.

5. Detect(ed) shall have the same meaning given to such term under 22 C.C.R. § 79901(f).
6. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
7. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
8. Medical Information shall have the same meaning given to such term under 22 C.C.R. § 79901(l).
9. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
10. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
11. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
12. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

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

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

2. Prohibited Uses and Disclosures

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

- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for Services provided pursuant to this Contract.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

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

4. Subcontractors

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

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

Every suspected and actual Breach shall be reported immediately, but no later than three (3) business days upon discovery, to CE's Office of Compliance. Upon discovery of a Breach or suspected Breach (if required by law), BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 - a) Name and address of the facility where the breach occurred;
 - b) Date and time the Breach or suspected Breach occurred;
 - c) Date and time the Breach or suspected Breach was discovered or Detected;
 - d) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved, including the person

who performed the Breach, witnessed the Breach, used the Medical Information, or the person to whom the disclosure was made;

- e) Name of patient(s) affected;
 - f) Number of potentially affected Individual(s) with contact information;
 - g) Description of how the Breach or suspected Breach allegedly occurred; and
 - h) Description of the Medical Information that was Breached, including the nature and extent of the Medical Information involved, including the types of individually identifiable information and the likelihood of re-identification.
- 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 a reasonable amount of time in the circumstances, from the 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.
 - c) The risk assessment and investigation documentation provided by BA to CE shall, at a minimum, include a description of any corrective or mitigation actions taken by BA.
 - 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 directly relating to a Breach or suspected Breach for the purposes of audit.

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

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may use Section B.21, or, at its sole discretion, go right to Section B. 38 of the Contract and provide BA an opportunity to cure the breach or end the violation within the time specified by that Section unless required by applicable law to terminate earlier.

11. Return of PHI

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

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's

obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

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

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach by BA. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE, acting reasonably. 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 and California law 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. **RESERVED**

17. **RESERVED**

18. Insurance

See General Terms, Section 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 Agreement, 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 by BA 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 a Breach.

2. Ownership

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

3. Regulatory References

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

4. No Third-Party Beneficiaries

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

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit either party 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, privacy, and breach notification obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law

regarding the degree of protection provided for PHI and patient medical records, then the parties shall comply with the more restrictive requirements.

8. Survival

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

**ATTACHMENT E-1
RESERVED**



ATTACHMENT F

Levine Act

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

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-subsidary 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: _____

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:

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):

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

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

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):

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

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 Contract, 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 Contract is being considered and for 12 months after a final decision by the County.