

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

## Department of Risk Management

Department Contract Representative	Whitney Fields
Telephone Number	909-386-8621
Contractor	Medata, LLC
Contractor Representative	David Neubert
Telephone Number	714-918-1325
Contract Term	9/25/2024 – 9/24/2029
Original Contract Amount	
Amendment Amount	
Total Contract Amount	Per Fee Schedule
Cost Center	Various

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to obtain Workers' Compensation Bill Review Services; and

**WHEREAS**, the County conducted a competitive process to find Medata, LLC (Contractor) to provide these services, and

**WHEREAS**, the County finds Contractor qualified to provide Workers' Compensation Bill Review Services; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, in consideration of the remuneration hereinafter set forth in the attached Fee Schedule (Attachment A), the County and Contractor mutually agree to the following terms and conditions:

#### A. DEFINITIONS

**A.1 Change Order:** Mutually agreed upon revision to the Contractor's Responsibilities which may include changes to milestones, implementation timeline and costs.

**A.2 County:** San Bernardino County

**A.3 Contractor:** The individual or entity identifies as providing the Software 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 services or software ordered, the method of delivery, the delivery date required and the location to which the software is to be shipped or the services are to be provided.

**A.8 Services:** Professional consulting, which may include implementation, design, customization, maintenance, help desk or other services necessary or desired by County as specified in the Contractor's Responsibilities.

**A.9 Software:** Computer programs, procedures, rules, routines, or subroutines software that controls the execution of programs and software that provides services 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 the other application software, by the operating system, or by the system users, such as formatting electronic media, making copies of files or deleting files, in each case as applicable, and as embodied in the software as a service solution provided via a designated web site or IP address or mobile application.

**A.10 Contractor's Responsibilities:** A statement of work that identifies services provided by Contractor, including a reasonably detailed task list or specifications, the fees associated with the services, and other information regarding the scope of work, as mutually agreed by the parties.

**A.11. Developed Materials.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract by Contractor specifically for County, including those covered by copyright, and specifically excludes the Metadata Intellectual Property

**A.12. Metadata Intellectual Property.** The Metadata, LLC proprietary billing review software and all systems, documentation and business processes however related thereto which shall remain the exclusive property of Contractor and no license or right to Metadata Intellectual Property is granted to County in this Agreement, except as may be specifically granted in the SOW.

## **B. CONTRACTOR RESPONSIBILITIES**

### **B.1 BILL REVIEW SERVICES**

- A. Workers' compensation bill review services (including inpatient, outpatient, and pharmacy bills), and repricing to all medical bills for services provided to County of San Bernardino occupationally ill or injured employees claiming or receiving workers' compensation benefits.
- B. At the request of Risk Management Department, make available at least one online bill review staff member, on an as-needed basis, for the entire duration of the contract.
- C. Apply California's workers' compensation reforms in accordance with the State of California Division of Workers' Compensation (DWC) Official Medical Fee Schedule (OMFS), Preferred Provider Organizations (PPO) contracts, and/or negotiated discounts as applicable.
- D. Evaluate the appropriateness of codes and charges related to the industrial injury/diagnosis. Contact providers when the validity of International Classification of Diseases (ICD)-10 or Current Procedural Technology (CPT) 4 codes is in question.
- E. Identify duplicate claims, inappropriate services, and unbundling.
- F. Review of bills and charges as allowed with the provisions of recommendations for payment based on the OMFS.
- G. Review the authorization status of services.
- H. Manually review all surgical bills with two or more surgical codes that have CPT codes of 10040 to 69979 and any other surgical code that exceeds \$1,000, with particular emphasis on unbundling and upcoding.
- I. Provide a monthly invoice with an itemization of all billings reviewed reflecting claimant name, County claim number, adjuster number, and expense costs.
- J. Index medical bill by date of injury or loss and all of the following: claimant name, employee id number, social security number, claim number, tax ID number, and specialty.
- K. Obtain preauthorization of bills from the County for payment. County will transmit a weekly file of basic claims data from the County claims database. Contractor will enter bill payment information and then run a batch program that matches medical bills to claim information and produce a list of rejected bills that require County review.
- L. Transmit medical bill payment information into the County's claim management system. Supply at least a weekly electronic copy of medical bill payment information to be transmitted into the County's claim management system.
- M. Digitize all medical bills through use of current imaging technology for processing and storage.
- N. Coordinate with the County a process for transfer of all bills identified for review and delivery of reports. All bills will be forwarded within 24 (twenty-four) hours to auditing firm's location for review and evaluation at the expense of the Contractor (Except on weekends and holidays).
- O. Assure that 100% of bills that require no clarification or follow-up will be reviewed and returned within 7 (seven) working days from date of receipt.
- P. Review and return all bills requiring clarification or follow-up within 15 (fifteen) working days from receipt of such bills.
- Q. Furnish reports to County in which fee scheduled items will be reported on a line entry basis, along with computation of the fee schedule limit and recommended payment, i.e., explanation of reimbursement (EOR). EORs to County's PPOs will indicate appropriate discounts in addition to fee schedule reductions.
- R. Respond to all inquiries/complaints or appeals from claimants and/or providers and follow DWC appeals process guidelines if findings are disputed at no additional cost to County. Appear at WCAB and at independent medical review (IMR) at no additional cost to County.
- S. Establish and maintain electronic data link with County claims system provider to provide timely re-pricing and payment authorization information, if applicable.
- T. County may override decisions made by the systematic process of the Contractor if it is determined to be in the best interest of the County. Notwithstanding the foregoing, if the County elects, for any reason, not to utilize Contractor's proposed fee reduction for a given claim, County shall still be obligated to pay to Contractor all applicable fees for such proposed fee reduction for such claim.

- U. Contractor will adhere to the timelines set forth in the Service Level Agreement (Attachment B).

## **B.2 HOSPITAL BILL REVIEW SERVICES**

- A. Prescreen hospital bills for second level review when charges have exceeded \$5,000 for non-network facilities, or when charges have exceeded the stop-loss attachment point for network facilities. Bills identified by this process will be referred for second level review or negotiation.
- B. Second level review will:
- C. Examine the necessity of the treatment using established criteria.
- D. Verify diagnose(s) against the cause of the illness or accident using established criteria.
- E. Determine which services were provided under direction of an M.D.
- F. Separate the charges into related and unrelated charges.
- G. Produce a signed agreement of all negotiations.
- H. Provide an annual report on all medical review activity reflecting claim number, claimant name, healthcare provider, adjuster name and status, capturing the statistical data elements required by the DWC.
- I. Develop and provide to County communication materials necessary to effectively respond to health care providers' inquiries regarding the medical review program. This communication material shall be subject to County approval.

## **B.3 ADMINISTRATIVE SERVICES**

- A. Provide sufficient service facilities and personnel to operate this program.
- B. With the exception of software systems, the Contractor will not be permitted to sub-contract with another entity to provide the bill review services, without County's prior written consent
- C. Respond to telephone and email inquiries regarding bills, reductions, level of service inquiries, and requests from County staff, as needed.
- D. Train County staff on bill review process and procedures as applicable to service offering.
- E. Build and maintain a data link (interface) with the current automated claims management system used by the County for payment processing. Data link shall be at Contractor's expense. If at any time a change to County's claims management system requires Contractor to build and maintain a different data link, Contractor shall establish such new data link. In the event that establishing such new data link requires more than 100 (one hundred) hours of programming by Contractor, County agrees to pay Contractor \$150 (one hundred fifty dollars) for each hour of programming over 100 (one hundred) hours.
- F. Respond to and resolve conflicts or complaints from medical providers concerning bill review recommendations as applicable to provided service. This includes defending against litigation arising from recommendations.
- G. Provide County access to bill review databases as applicable to services provided, either through email or through other electronic means, to review status of recommendations, trends, and savings.

## **B.4 REPORTING**

Contractor shall submit monthly bill review reports at no charge, including:

- A. Standard monthly reports.
- B. Customized and ad hoc re-pricing reports, when needed.
- C. Bill review reports with itemized service description and fee date.
- D. Timely, accurate data management and reporting re-pricing bill detail reports.
- E. Re-pricing cost and saving summary report.
- F. Reports reflecting the results of bill review activities.
- G. Detail batch control reports.
- H. Turnaround reports.

- I. Quarterly statistical reporting of the number of bills and line items reviewed, dollar amount reviewed, amount of recommended reductions, total expense and net savings.

#### **B.5 COORDINATION BETWEEN CONTRACTOR AND COUNTY**

- A. Contractor will alert the County's claims adjusters of treatment or charges not related to the compensable injury, flagging utilization review when thresholds are met or exceeded.
- B. Contractor shall only accept request for bill review services directly from the County of San Bernardino – Department of Risk Management staff or designated representative.
- C. Contractor shall respond to questions or inquiries from the County's workers' compensation staff, within two (2) business days.
- D. Contractor agrees to absorb, as part of overhead that will not be reimbursed by County, charges to the Contractor's system for upgrades or enhancements that are required by changes in State Laws (e.g. changes in the California fee schedule).

#### **B.6 PERFORMANCE MEASURES**

Regular and comprehensive statistical reporting is the only method that the County uses to measure the value of this program. County will require quarterly reports due on the 15th of the month following each County fiscal quarter, and a fiscal year summary analysis report due 14 (fourteen) days after the close of the fiscal year on June 30th of each year, which must include statistics on the following:

- A. Reimbursement Schedule
  1. Number of invoices reviewed
  2. Number of line items reviewed
  3. Original bill amount submitted
  4. Fee schedule reductions
  5. Audit reductions for hospital bills (Non-fee schedule)
  6. Negotiation and specialty bills (Non-PPO) reductions
  7. PPO reductions
  8. Total amount of all recommended reductions
  9. Total paid
  10. Charges for fee schedule reductions
  11. Charges for audit reductions
  12. Charges for negotiation of specialty bills
  13. Charges for PPO savings
  14. Total charges
  15. Net savings
- B. Hospital/Physician/Chiropractic/Physical Therapy, second level review
  1. Number of invoices reviewed
  2. Number of days of in-patient stay
  3. Number of physical therapies
  4. Chiropractic visits paid
  5. Original bill amount submitted
  6. Total amount of recommended reductions
  7. Total of second level review expenses fees
  8. Net savings.

#### **B.7 ELECTRONIC DATA INTERCHANGE**

In accordance with this section below, the parties shall develop, implement, and transmit medical bill/payment reports as required by the California electronic data interchange (EDI) requirements to ensure compliance with DWC/WCIS regulations on behalf of County.

##### **A. Exchange of Information and Penalties**

- A. Contractor agrees to provide information technology services, in cooperation with County, necessary for the establishment and maintenance of an electronic data interface between Contractor's and County's computer systems, to facilitate the scanning, review, payment, and electronic storage of County's medical bills. EDI files shall be automated and transmitted by each party from their original source database, using a format and naming convention agreed upon by County and Contractor, and shall be uploaded by the recipient within three (3) days of receipt from the sender. The County must be able to import scanned bills to County's internal document imaging system. Along with digital images, County will also need relevant and related information such as claim number, invoice number, etc.
- B. Contractor agrees to supply all information pertaining to County's medical bills, including information relating to the payment of such bills required or otherwise requested by the State of California and its governmental agencies, including the establishment and maintenance of an electronic data interface required by California Law, to avoid the incurrence of penalties and fines ("Reporting Obligations"). However, subject to the limitations and each party's obligations set forth in this section, in the event that County incurs penalties and fines as a result of Contractor's failure to comply with the terms and conditions of this section, including as a result of Contractor's systems failures, Contractor shall be responsible to pay such penalties and fines.
- i. In order for Contractor to meet the Reporting Obligations, County shall notify Contractor of each bill paid by County within 21 (twenty-one) business days of the payment date of the bill, such payment to be made in accordance with paragraph III below, via the electronic transmission of a medical bill date paid file to Contractor each business day, which file shall contain the Contractor's required file naming convention consisting of a 3 (three) character customer abbreviation as determined by Contractor and supplied to Customer, a single underscore character, and the date when the file is created in a CCYYMMDD format.
  - ii. In the event that information supplied by County to Contractor is incorrect, incomplete, or processed untimely, and prevents Contractor from submitting a report to the State of California, or leads to errors in submissions to the State of California, County shall be solely responsible for promptly resubmitting corrected data to Contractor, and Contractor will not be liable for any damages, fines, penalties or other amounts to the extent arising from such incorrect, incomplete or untimely processed information. Contractor shall promptly notify County if Contractor receives notice from the State of California that a report submitted by Contractor on behalf of County contains incorrect, incomplete or untimely processed information. If Contractor fails to provide such notice and County incurs damages, fines or other penalties that would not have been incurred but for such failure of Contractor to provide such notice, Contractor shall remain liable for such damages, fines or penalties. County shall release Contractor from any and all penalties or other fines imposed by the State of California and its governmental agencies, (1) with respect to any and all non-filed or untimely filed bills in the event such penalties or other fines have resulted from such time period; or (2) in the event information supplied by County to Contractor is incorrect, incomplete or untimely processed and prevents Contractor from submitting a report to the State of California or leads to errors in submissions to the State of California. Subject to the foregoing, Contractor shall be liable for penalties directly resulting from Contractor's failure to comply with the Reporting Obligations. County agrees to cooperate

with Contractor in the appeal of any damages, fines or other penalties assessed against County by the State of California, arising out of this agreement if such appeal is desired by Contractor.

- iii. To assist County in meeting its obligations under this subsection, Contractor shall electronically send an exception report to County within five (5) business days following each upload which shall set forth those bills which County has not included in any of its medical bill date paid files sent to Contractor within five (5) business days of the date upon which Contractor sent the electronically adjudicated bill and the Explanation of Review for the bill to County. This exception report shall include the bill control number, County's claim number, the employee's name, the provider's name and tax identification number, date of service, and the recommended payment allowance for the bill.
- C. Within five (5) business days after scanning the bills into its computer database, Contractor will review and adjudicate the bills and post legible copies, along with the medical providers' corresponding narrative reports, on the Contractor's internal bill review application to be reviewed by County. Within fifteen (15) business days of the posting of a bill by Contractor on its internal bill review application, County will notify Contractor of the approval, denial, or disallowance of the bill via a computer entry made by County on the Contractor's internal bill review application. Any bill not approved, denied or disallowed within twenty (20) days from the date Contractor post such bill on the Contractor's internal bill review application, will be returned to County, and Contractor will have no further obligation with respect thereto. Within one (1) business day following County's approval, denial, or disallowance of a bill, Contractor will generate an Explanation of Review (EOR), which sets forth the recommended payment allowance for the bill, electronically send the recommended payment allowance for the bill to County via a mutually acceptable electronic data interface, as described in Section I.G.2 a), within twenty (20) business days of its receipt of both the electronically adjudicated bill and the EOR for the bill from Contractor, County will make payment to the medical provider, and County shall notify Contractor of each bill paid by County within twenty (20) business days of the payment date of the bill via the electronic transmission of a medical bill date paid file to Contractor each business day, which file shall contain the medical bill control number and the date of payment of the bill.

## **B.8 MONITORING OF SERVICE/QUALITY**

Contractor shall:

- A. Provide the County with quarterly reports that evaluate the Contractor's compliance with each performance measure by the 15th of the month following each County fiscal quarter.
- B. Maintain a quality improvement and/or assurance program for the different components of Contractor's services. Contractor will develop the details of this program and submit them to the County for review and comment by the end of the first quarter of the contract year.
- C. Provide automated software support and/or computer link up for the review process to be used by the Contractor in order to assure timely responses, uniform administration, and complete data gathering at the expense of Contractor.
- D. Collect data for report preparation as outlined in the reporting section.

## **B.9 INSTRUCTIONAL AND TRAINING SERVICES**

Contractor agrees to undertake a planned effort to educate and to offer learning opportunities to Risk Management Staff and other designated County staff on current and relevant topics related to workers' compensation bill review services. Contractor shall provide a maximum of four (4) days instructor led training classes per year at the premises of San Bernardino County –

Department of Risk Management that may span multiple dates. Manuals or handouts must be provided for all attendees.

**B.10 CONTRACTORS GUARANTEE**

The Contractor guarantees its services will be satisfactory to the County as specified in the RFP and this Contract. If the County is dissatisfied with the Contractor's services, qualifications of its staff, licenses and/or certifications, the County has the right to cancel any contract for service and be relieved of the obligation of continuing with this Contract.

**B.11 CONTRACTORS NAME AND TAX ID NUMBER**

Contractor is required to maintain the same name and tax id for the duration of the contract. However, if a change occurs, the Contractor shall notify the County in writing of any change of name or tax identification number within ten (10) business days of the change, should provide a new IRS W9 form, and promptly complete and return updated electronic fund transfer forms.

**B.12 CONTRACT TERM**

- A. The term of the Contract(s) will be for a period of five (5) years, after the approval by the County of San Bernardino Board of Supervisors, beginning on September 25, 2024 and ending on September 24, 2029, unless terminated earlier as provided within this Contract. If Contract negotiations for renewals are delayed for reasons beyond control of the Contractor, the Contract shall automatically be extended under the same terms and conditions until terminated by written notice by either party or by execution of a new Contract.
- B. Notice of Cancellation: The Contract may be terminated by any party for any reason upon thirty (30) days' written notice.
- C. There are no guarantees of specific number of hours, blocks or project assignments.

**B.13 INVOICING AND RATE GUARANTEE**

**A. Invoices**

Invoices for services rendered under this contract shall be submitted by Contractor directly to County. Invoices shall meet, but not be limited to, the following requirements:

- a. Contractor will invoice the County through the bill review interface application and each service invoiced should be described and identified as labeled in the Fee Schedule (Attachment A).
- b. Contractor will absorb any reasonable cost accrued in establishing and maintain communication between systems.
- c. Invoices for WC bill review charges must be itemized by claim number, claimant name, and date of injury, the batch shall be totaled and submitted to the County.
- d. Invoice should not be submitted more than thirty (30) days from the date of service.
- e. Credits resulting from bill review processing must be refunded to the County within 30 days, or within the following month after occurrence, whichever is earlier.

**B. Monthly statement**

Contractor will provide a monthly billing summary to County, which shall:

- a. Reflect credit payments.
- b. Identify the charges-to-date on the individual assignment by location/site.
- c. Identify the from-through date(s) of services invoiced.

**C. Rate Guarantee and Escalation**

All rates will be considered firm for the entire period of the contract. Rate escalation adjustments will not be considered during the contract period.

**B.14 Implementation**



Both parties agree to use reasonable good faith efforts to complete the implementation on or before December 14th, 2024 (the "Deployment Date"). Both parties understand and agree that the implementation process specified in the SLA (Attachment B) is iterative and that this Deployment Date may change during the implementation. Both parties acknowledge and agree that the Deployment Date is dependent on the actions of County, Metadata, and other third parties outside of each party's control. Therefore, the parties agree that from time to time it may be necessary to revise the SLA, including the implementation schedule, by issuing a written document indicating the revision to the SLA and signed by authorized representatives of each party ("Change Order"). The parties agree to negotiate and execute Change Orders in good faith and in a timely manner.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

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

### **C.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.

### **C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

### **C.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.

### **C.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's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

### **C.6 Background Checks for Contractor Personnel**

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

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

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

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the 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 standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. 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.

**C.10 Confidentiality**

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 C). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

**C.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.

**C.12 County Representative**

The Director of Risk Management 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 in all matters pertaining to the Contractor's Responsibilities. 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.

**C.13 Damage to County Property**

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

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

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

**C.15 Drug and Alcohol Free Workplace**

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

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

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

**C.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.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### **C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

#### **C.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 have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

#### **C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. 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 from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. 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.

**C.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.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. 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. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.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".

**C.26 Nondisclosure**

Both parties shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract; and (3) Contractor's confidential information. For purposes of this provision, confidential information means the Metadata Intellectual Property any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to 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.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract which are deemed a Developed Material shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of

Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.29 RESERVED**

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.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 shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Contractor's Responsibilities and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. 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.

**C.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.

**C.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.

**C.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.

**C.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.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. 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 Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

#### **C. 37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or 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.

#### **C.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### **C.39 Time of the Essence**

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

#### **C.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, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

#### **C.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. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. 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.

**C.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.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or 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.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.



For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

**C.44 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, which are deemed Developed Materials and any other materials or properties developed under this Contract including those covered by copyright and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

**C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

**C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.47 RESERVED**

**C.48 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized

pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

#### **C. 49 RESERVED**

##### **C.50 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment D - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 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.51 RESERVED**

#### **D. TERM OF CONTRACT**

This Contract is effective as of 8/7/2024 and expires 8/6/2029 but may be terminated earlier in accordance with provisions of this Contract.

#### **E. RESERVED**

#### **F. FISCAL PROVISIONS**

**F.1** The maximum amount of reimbursement/payment under this Contract shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** Invoices for services provided under this contract will be billed to each claim the services were provided for. Invoicing for services shall not be combined in any way that prevents charging directly to each claim that utilized the services.

**F.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.

- F.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.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Invoice must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department. Each invoice must have a unique number, our accounting system is unable to pay any invoice with a duplicated number.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.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 any goods or services. 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, 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 (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event 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 and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of 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.

**G.2 Additional Insured**

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

**G.3 Waiver of Subrogation Rights**

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

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

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

**G.7 Acceptability of Insurance Carrier**

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

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

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

#### **G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

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:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may 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.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.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.

**G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** 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

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.

**G.11.6** **RESERVED**

**G.11.7** **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.

**H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, 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 reporting requirements established by the County.

**H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records 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.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

**I.2** In the event of a non-cured breach, 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 a commercially reasonable time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved 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. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. 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  
Department of Risk Management  
222 W. Hospitality Ln, 3<sup>rd</sup> Fl  
San Bernardino, CA 92415-0016

*Medata, LLC*  
*5 Peters Canyon Road*  
*Irvine, CA 92606*

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

**K. 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 and exclusive

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.

**L. 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 the San Bernardino County

B  
y \_\_\_\_\_  
Deputy

Medata, LLC

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)  
B  
y ►  
\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Dana Joanou  
Name \_\_\_\_\_  
(Print or type name of person signing contract)

CFO  
Title \_\_\_\_\_  
(Print or Type)

Dated: September 16, 2024  
5 Peters Canyon Suite 250

Address \_\_\_\_\_  
Irvine, CA 92606

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► County Counsel	► _____	► _____
Date _____	Date _____	Date _____

## ATTACHMENT A

### COUNTY OF SAN BERNARDINO DEPARTMENT OF RISK MANAGEMENT

#### FEE SCHEDULE FOR: WORKERS' COMPENSATION BILL REVIEW SERVICES Contract Period: August 7, 2024 through August 6, 2029

*Professional services fee for any bill requiring audits and/or professional reviews.*

SERVICE	FLAT FEE PER BILL	% of Audit and Specialty Reductions**	% of PPO Reductions	Maximum Fee Per Bill***
Medical Bill Review – Official Medical Fee Schedule (OMFS)	\$3.95	20%	20%	\$5,000
Inpatient Hospital Bill Review	\$3.95	20%	20%	\$5,000
Outpatient Hospital Bill Review	\$3.95	20%	20%	\$5,000
Pharmacy Bill Review*	\$3.95	20%	20%	\$5,000
INPATIENT HOSPITAL, OUTPATIENT HOSPITAL, AND SPECIALTY BILL REVIEW (NON-OMFS) Negotiation of Non-OMFS and Line Item Audit Bills for Inpatient/Outpatient Hospital and Specialty Bills (Non-PPO Charges)	N/A	20%	20%	\$10,000
Durable Medical Equipment Bill Review	\$3.95	20%	20%	\$5,000

The \$3.95 flat fee per bill applies regardless of number of lines, pages, and dates of service.

Duplicate bills shall not be processed or incur any fees.

Credits resulting from bill review processing must be refunded to the County within 30 days, or within the following month after occurrence, whichever is earlier.

\* For Pharmacy bills not received by San Bernardino's PBM

\*\* Audit and Specialty Savings includes enhanced savings to include:

1. Medical billing and coding edits including National Correct Coding Initiative's Medical Unlikely Edits and Procedure to Procedure edits.
2. Metadata bill review systems application AMA CPT coding edits
3. Charges for services exempt from the CA fee schedule
4. Services not covered under the CA fee schedule
5. Services identified as 'by report' without an established fee schedule value
6. Procedure code level of service adjustment
7. Identification of improper coding including CPT or HCPCS or billing modifiers
8. Charges for services identified as medically unreasonable or not separately payable based upon review of submitted medical records or operative reports
9. Fee negotiations for savings below fee schedule or off billed charges, as applicable

\*\*\* Maximum Fee per Bill shall apply to California medical provider bills only. Any PPO fees are exempt from the per bill maximum.

## **ATTACHMENT B**

### **Service Level Agreement & Implementation Schedule**

#### **County of San Bernardino SLA Requirements for 45-60 day Implementation:**

1. County commitment to start no later than Sept 25, 2024 to hit Dec 16, 2024 go-live
2. County IT resources (and Origami resource as needed) to be available for regularly scheduled meeting, 2-3 meetings per week
3. County IT and Claims personnel need to respond to Metadata requests within 24 hr of request
4. Use of standard Metadata EOR's, reporting, no system customization prior to go-live, standard routing rules and no customization of State/Regulatory reporting
5. Metadata/County Implementation Kick-off no later than 2 days from Contract execution
6. RESERVED
7. Origami sample data for above files by within 2 weeks of initial kick-off
8. Origami full data files
  - a. Claims history and daily feed by 10/18/24
  - b. Vendor/Payee by 11/15/24
9. Transmission of bills to Metadata by 11/25/24
10. County User list by 11/15/24
11. County User training between 12/1 – 12/15/2024
12. Use of Metadata's existing PPO and other ancillary partners – no new ones prior to go-live
  - a. No expectation that transaction other than reviewable medical bills/pharmacy will not be expected to be processed through Metadata
  - b. eBills and OCR are processed through existing Metadata integration
13. History – here is the plan
  - a. Bulk history load provided no later than 11/01/24
  - b. Second History load provided at 12/01/24
  - c. Gap Load last history provided by 12/13/24
14. County needs to start sending bill to Metadata when they stop sending bills to Careworks

# IMPLEMENTATION SCHEDULE

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	September	October	November	December	January
1	0%	<b>COSB Bill Review Implementation</b>	70.5 days	Wed 9/25/24	Wed 11/1/25						
2	0%	<b>PROJECT KICK-OFF</b>	3 days	Wed 9/25/24	Fri 9/27/24						
3	0%	Meta Team Assignment	1 day	Wed 9/25/24	Wed 9/25/24						
4	0%	COSB Team Assignment	1 day	Wed 9/25/24	Wed 9/25/24						
5	0%	Kick-Off Meeting	1 day	Thu 9/26/24	Thu 9/26/24						
6	0%	Create/distribute team contact sheet	1 day	Fri 9/27/24	Fri 9/27/24						
7											
8	0%	<b>DISCOVERY</b>	3.5 days	Fri 9/27/24	Wed 10/2/24						
9	0%	<b>Workflow Review</b>	3.5 days	Fri 9/27/24	Wed 10/2/24						
10	0%	Walk-through current MBR process - "Life of a Bill"	0.5 days	Fri 9/27/24	Fri 9/27/24						
11	0%	Document/create workflow diagram(s)	3 days	Fri 9/27/24	Wed 10/2/24						
12											
13	0%	<b>DESIGN &amp; DEVELOPMENT</b>	41 days	Fri 9/27/24	Mon 11/25/24						
14	0%	<b>EDI Integrations</b>	41 days	Fri 9/27/24	Mon 11/25/24						
15	0%	<b>Claim File (COSB to Medata)</b>	20 days	Fri 9/27/24	Fri 10/25/24						
16	0%	Obtain layouts, schema, sample data	0.5 days	Fri 9/27/24	Fri 9/27/24						
17	0%	Mapping and Workflow Discussions	2 days	Mon 9/30/24	Tue 10/1/24						
18	0%	Create Layout and Specs	5 days	Wed 10/2/24	Tue 10/8/24						
19	0%	Review/confirm specs with COSB	0.5 days	Wed 10/9/24	Wed 10/9/24						
20	0%	Update Documentation and Layouts	0.5 days	Thu 10/10/24	Thu 10/10/24						
21	0%	Submit Specs and Create Dev Ticket(s)	1 day	Thu 10/10/24	Fri 10/11/24						
22	0%	Prod Mgt Spec Review/Revise and Submit to Dev	2 days	Fri 10/11/24	Tue 10/15/24						
23	0%	Development & QA	7 days	Tue 10/15/24	Thu 10/24/24						
24	0%	Deploy & Unit Validation	1 day	Thu 10/24/24	Fri 10/25/24						
25	0%	<b>Vendor/Payee File (COSB to Medata)</b>	19.5 days	Fri 10/11/24	Thu 11/7/24						
26	0%	Obtain layouts, schema, sample data	0.5 days	Fri 10/11/24	Fri 10/11/24						
27	0%	Mapping and Workflow Discussions	2 days	Mon 10/14/24	Tue 10/15/24						
28	0%	Create Layout and Specs	5 days	Wed 10/16/24	Tue 10/22/24						
29	0%	Review/confirm specs with COSB	0.5 days	Wed 10/23/24	Wed 10/23/24						
30	0%	Update Documentation and Layouts	0.5 days	Wed 10/23/24	Wed 10/23/24						
31	0%	Submit Specs and Create Dev Ticket(s)	1 day	Thu 10/24/24	Thu 10/24/24						
32	0%	Prod Mgt Spec Review/Revise and Submit to Dev	2 days	Fri 10/25/24	Mon 10/28/24						
33	0%	Development & QA	7 days	Tue 10/29/24	Wed 11/6/24						
34	0%	Deploy & Unit Validation	1 day	Thu 11/7/24	Thu 11/7/24						
35	0%	<b>Payment File (Medata to COSB)</b>	21 days	Fri 10/11/24	Mon 11/11/24						
36	0%	Obtain layouts, schema, sample data	0.5 days	Fri 10/11/24	Fri 10/11/24						
37	0%	Mapping and Workflow Discussions	2 days	Mon 10/14/24	Tue 10/15/24						
38	0%	Create Layout and Specs	5 days	Wed 10/16/24	Tue 10/22/24						
39	0%	Review/confirm specs with COSB	2 days	Wed 10/23/24	Thu 10/24/24						
40	0%	Update Documentation and Layouts	0.5 days	Fri 10/25/24	Fri 10/25/24						
41	0%	Submit Specs and Create Dev Ticket(s)	1 day	Fri 10/25/24	Mon 10/28/24						
42	0%	Prod Mgt Spec Review/Revise and Submit to Dev	2 days	Mon 10/28/24	Wed 10/30/24						
43	0%	Development & QA	7 days	Wed 10/30/24	Fri 11/8/24						

ID	% Complete	Task Name	Duration	Start	Finish	Predecessor	September	October	November	December
44	0%	Deploy & Unit Validation	1 day	Fri 11/8/24	Mon 11/11/24 43					
45	0%	<b>Post-Payment/Date Paid (COSB to Metadata)</b>	10.5 days	Mon 11/11/24	Mon 11/25/24					
46	0%	Obtain layouts, schema, sample data	0.5 days	Mon 11/11/24	Mon 11/11/24 41					
47	0%	Mapping and Workflow Discussions	0.5 days	Mon 11/11/24	Mon 11/11/24 46					
48	0%	Create Layout and Specs	2 days	Tue 11/12/24	Wed 11/13/24 47					
49	0%	Review/confirm specs with COSB	1 day	Thu 11/14/24	Thu 11/14/24 48					
50	0%	Update Documentation and Layouts	0.5 days	Fri 11/15/24	Fri 11/15/24 49					
51	0%	Submit Specs and Create Dev Ticket(s)	1 day	Fri 11/15/24	Mon 11/18/24 50					
52	0%	Prod Mgt Spec Review/Revise and Submit to Dev	1 day	Mon 11/18/24	Tue 11/19/24 51					
53	0%	Development & QA	3 days	Tue 11/19/24	Fri 11/22/24 52					
54	0%	Deploy & Unit Validation	1 day	Fri 11/22/24	Mon 11/25/24 53					
55	0%	<b>History Conversion</b>	29 days	Thu 10/10/24	Wed 11/20/24					
56	0%	Notify Vendor (Legacy MBR System)	0.5 days	Thu 10/10/24	Thu 10/10/24 20					
57	0%	Contact & Request Sample Files and Layouts	0.5 days	Fri 10/11/24	Fri 10/11/24 56					
58	0%	Confirm schedule for delivery of files	1 day	Fri 10/11/24	Mon 10/14/24 57					
59	0%	Load, Analyze Sample Data	4 days	Mon 10/14/24	Tue 10/22/24 58					
60	0%	Hx Layout Documentation, Field Mapping, Requirements	3 days	Tue 10/22/24	Fri 10/25/24 59					
61	0%	Mapping and Requirements Discussions	1 day	Fri 10/25/24	Mon 10/28/24 60					
62	0%	Update Documentation and Layouts	1 day	Mon 10/28/24	Tue 10/29/24 61					
63	0%	Review/confirm specs with COSB	2 days	Tue 10/29/24	Thu 10/31/24 62					
64	0%	Submit Specs and Create Dev Ticket(s)	1 day	Thu 10/31/24	Fri 11/1/24 63					
65	0%	Prod Mgt Spec Review/Revise and Submit to Dev	2 days	Fri 11/1/24	Tue 11/5/24 64					
66	0%	Development & QA	5 days	Tue 11/5/24	Tue 11/12/24 65					
67	0%	Unit Testing	1 day	Tue 11/12/24	Wed 11/13/24 66					
68	0%	Load Sample or All Hx Converted Data To Test Env	2 days	Wed 11/13/24	Fri 11/15/24 67					
69	0%	COSB Review Daa / Approval	3 days	Fri 11/15/24	Wed 11/20/24 68					
70										
71	0%	<b>Vendor Integrations</b>	35 days	Wed 10/2/24	Wed 11/20/24					
72	0%	<b>PPO Integrations</b>	35 days	Wed 10/2/24	Wed 11/20/24					
73	0%	Confirm PPO Networks List / Stack	2 days	Wed 10/2/24	Fri 11/1/24 11					
74	0%	Submit to Product Mgt for Set-Up & Tkts	1 day	Fri 11/1/24	Mon 11/4/24 73					
75	0%	<b>PPO Bridge - placeholder 1</b>	12 days	Mon 11/4/24	Wed 11/20/24 73					
76	0%	Setup/Configuration	1 day	Mon 11/4/24	Tue 11/5/24 74					
77	0%	Test round1	5 days	Tue 11/5/24	Wed 11/13/24 76					
78	0%	Test round2	5 days	Wed 11/13/24	Wed 11/20/24 77					
79	0%	<b>PPO Bridge - placeholder 2</b>	12 days	Mon 11/4/24	Wed 11/20/24 73					
80	0%	Setup/Configuration	1 day	Mon 11/4/24	Tue 11/5/24 74					
81	0%	Test round1	5 days	Tue 11/5/24	Wed 11/13/24 80					
82	0%	Test round2	5 days	Wed 11/13/24	Wed 11/20/24 81					
83	0%	<b>PPO Bridge - placeholder 3</b>	12 days	Mon 11/4/24	Wed 11/20/24 73					
84	0%	Setup/Configuration	1 day	Mon 11/4/24	Tue 11/5/24 74					
85	0%	Test round1	5 days	Tue 11/5/24	Wed 11/13/24 84					
86	0%	Test round2	5 days	Wed 11/13/24	Wed 11/20/24 85					

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	September	October	November	December
87	0%	<b>EBill/OCR/Clearinghouse Integrations</b>	17 days	Wed 10/2/24	Fri 10/25/24					
88	0%	Confirm Vendor(s)	2 days	Wed 10/2/24	Fri 10/4/24 11					
89	0%	Confirm Bill & Image Workflow	1 day	Fri 10/4/24	Mon 10/7/24 88					
90	0%	Submit to Product Mgt for Set-Up & Tkts	1 day	Mon 10/7/24	Tue 10/8/24 89					
91	0%	Setup/Configuration	2 days	Tue 10/8/24	Thu 10/10/24 90					
92	0%	Test round1	5 days	Thu 10/10/24	Fri 10/18/24 91					
93	0%	Test round2	5 days	Fri 10/18/24	Fri 10/25/24 92					
94	0%	<b>PBM Integrations</b>	17 days	Wed 10/2/24	Fri 10/25/24					
95	0%	Confirm Vendors(s)	2 days	Wed 10/2/24	Fri 10/4/24 11					
96	0%	Confirm Data Workflow	1 day	Fri 10/4/24	Mon 10/7/24 95					
97	0%	Submit to Product Mgt for Set-Up & Tkts	1 day	Mon 10/7/24	Tue 10/8/24 96					
98	0%	Setup/Configuration	2 days	Tue 10/8/24	Thu 10/10/24 97					
99	0%	Test round1	5 days	Thu 10/10/24	Fri 10/18/24 98					
100	0%	Test round2	5 days	Fri 10/18/24	Fri 10/25/24 99					
101										
102	0%	<b>Workflow Items</b>	19 days	Wed 10/2/24	Tue 10/29/24					
103	0%	<b>Toolbox Configuration</b>	7 days	Wed 10/2/24	Fri 10/11/24					
104	0%	Confirm Toolbox Process Requirements and Workflow	2 days	Wed 10/2/24	Fri 10/4/24 11					
105	0%	Confirm/Finalize Queues	2 days	Fri 10/4/24	Tue 10/8/24 104					
106	0%	Confirm/Finalize Users	2 days	Fri 10/4/24	Tue 10/8/24 104					
107	0%	CRCs & Reason Codes	5 days	Fri 10/4/24	Fri 10/11/24 104					
108	0%	PTC & PKC Codes	5 days	Fri 10/4/24	Fri 10/11/24 104					
109	0%	<b>Routing Rules &amp; Exception Audits</b>	8 days	Tue 10/8/24	Fri 10/18/24					
110	0%	Obtain Rule Set or Workflow Reqts from Ops	1 day	Tue 10/8/24	Wed 10/9/24 105					
111	0%	Rules Review & Analysis	2 days	Wed 10/9/24	Fri 10/11/24 110					
112	0%	Rule Dev, Testing, Deploy	5 days	Fri 10/11/24	Fri 10/18/24 111					
113	0%	EA Config, Testing, Deploy	2 days	Fri 10/11/24	Tue 10/15/24 111					
114	0%	<b>Reports</b>	19 days	Wed 10/2/24	Tue 10/29/24					
115	0%	Gap Analysis	3 days	Wed 10/2/24	Mon 10/7/24 11					
116	0%	Confirm Reporting Requirements	2 days	Mon 10/7/24	Wed 10/9/24 115					
117	0%	Confirm / Finalize any necessary mock-ups	2 days	Wed 10/9/24	Fri 10/11/24 116					
118	0%	Submit Specs and Create Dev Ticket(s)	1 day	Fri 10/11/24	Mon 10/14/24 117					
119	0%	Development and QA (if needed)	10 days	Mon 10/14/24	Mon 10/28/24 118					
120	0%	Unit Testing (if needed)	1 day	Mon 10/28/24	Tue 10/29/24 119					
121	0%	<b>EORS</b>	7 days	Wed 10/2/24	Fri 10/11/24					
122	0%	Requirements Gathering	2 days	Wed 10/2/24	Fri 10/4/24 11					
123	0%	Confirm EOR Message Verbaige	2 days	Fri 10/4/24	Tue 10/8/24 122,11					
124	0%	Confirm EOR State Requirements	2 days	Fri 10/4/24	Tue 10/8/24 122,11					
125	0%	Submit Specs and Create Dev Ticket(s)	1 day	Tue 10/8/24	Wed 10/9/24 122,123,124					
126	0%	Setup & Config	1 day	Wed 10/9/24	Thu 10/10/24 125					
127	0%	Unit Testing	1 day	Thu 10/10/24	Fri 10/11/24 126					
128	0%	<b>Client Set-up &amp; Invoicing</b>	6 days	Wed 10/2/24	Thu 10/10/24					
129	0%	Requirements & Analysis	2 days	Wed 10/2/24	Fri 10/4/24 11					

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	October	November	December	January
130	0%	Setup & Config	3 days	Fri 10/4/24	Wed 10/9/24 129					
131	0%	Validation Testing	1 day	Wed 10/9/24	Thu 10/10/24 130					
132										
133	0%	System Configuration	21 days	Wed 10/2/24	Thu 10/31/24					
134	0%	SFTP	3.5 days	Wed 10/2/24	Mon 10/7/24					
135	0%	Determine File Transfer (Metadata or COSB to host)	0.5 days	Wed 10/2/24	Wed 10/2/24 11					
136	0%	Obtain/Send SFTP Credentials	1 day	Thu 10/3/24	Thu 10/3/24 135					
137	0%	Test Logins, Rights, etc.	2 days	Fri 10/4/24	Mon 10/7/24 136					
138	0%	Test Environment	20 days	Wed 10/2/24	Wed 10/30/24					
139	0%	Obtain User List, Access Requirements	2 days	Wed 10/2/24	Fri 10/4/24 11					
140	0%	Submit Setup Reqts and Ticket(s) to IT	2 days	Fri 10/4/24	Tue 10/8/24 139					
141	0%	Setup and Config of Test Env	5 days	Tue 10/8/24	Tue 10/15/24 140					
142	0%	IT Scripting	3 days	Tue 10/15/24	Fri 10/18/24 141					
143	0%	Install Initial Baseline Share Files	5 days	Fri 10/18/24	Fri 10/25/24 142					
144	0%	Setup Test Users/Access	2 days	Fri 10/25/24	Tue 10/29/24 143					
145	0%	Validation Testing	1 day	Tue 10/29/24	Wed 10/30/24 144					
146	0%	Production Environment	12 days	Tue 10/15/24	Thu 10/31/24					
147	0%	Submit Setup Reqts and Ticket(s) to IT	1 day	Tue 10/15/24	Wed 10/16/24 141					
148	0%	Setup and Config Prod Env	5 days	Wed 10/16/24	Wed 10/23/24 147					
149	0%	IT Scripting	2 days	Wed 10/23/24	Fri 10/25/24 148					
150	0%	Install Baseline Share Files	1 day	Fri 10/25/24	Mon 10/28/24 149					
151	0%	Setup Prod Users/Access	2 days	Mon 10/28/24	Wed 10/30/24 150					
152	0%	Validation Testing	1 day	Wed 10/30/24	Thu 10/31/24 151					
153										
154	0%	DELIVERY:	45 days	Wed 10/30/24	Wed 11/1/25					
155	0%	Cycle Testing	45 days	Wed 10/30/24	Wed 11/1/25					
156	0%	Create Testing Plan & Schedule (for send/recv files)	2 days	Wed 10/30/24	Fri 11/1/24 145					
157	0%	Testing	23 days	Mon 11/25/24	Thu 12/26/24					
158	0%	Test Cycle 1	11 days	Mon 11/25/24	Tue 12/10/24					
159	0%	Testing / Validation	5 days	Mon 11/25/24	Mon 12/2/24 156,14					
160	0%	Dev Rework & QA	5 days	Mon 12/2/24	Mon 12/9/24 159					
161	0%	Deploy / Release	1 day	Mon 12/9/24	Tue 12/10/24 160					
162	0%	Test Cycle 2	12 days	Tue 12/10/24	Thu 12/26/24					
163	0%	Testing / Validation	5 days	Tue 12/10/24	Tue 12/17/24 161					
164	0%	Dev Rework & QA	5 days	Tue 12/17/24	Tue 12/24/24 163					
165	0%	Deploy / Release	1 day	Tue 12/24/24	Wed 12/25/24 164					
166	0%	Validation/Acceptance Testing	1 day	Wed 12/25/24	Thu 12/26/24 165					
167	0%	History Conversion	6 days	Wed 11/20/24	Thu 11/28/24					
168	0%	Load Hx Conv Data into Prod	4 days	Wed 11/20/24	Tue 11/26/24 69					
169	0%	Data Validation	2 days	Tue 11/26/24	Thu 11/28/24 168					
170	0%	Training for Go-Live	2 days	Thu 11/28/24	Mon 12/2/24					
171	0%	Toolbox App Training	2 days	Thu 11/28/24	Mon 12/2/24 169					
172	0%	Go-Live	13 days	Thu 11/28/24	Tue 12/17/24					

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	November	December	January
173	0%	Hold Bills / Run-off	12 days	Thu 11/28/24	Mon 12/16/24	169			
174	0%	Go-Live Processing	1 day	Mon 12/16/24	Tue 12/17/24	173, 158			
175	0%	<b>Post Go-Live Tasks</b>	<b>10 days</b>	<b>Tue 12/17/24</b>	<b>Tue 12/31/24</b>				
176	0%	Load Gap History Data	1 day	Tue 12/17/24	Wed 12/18/24	174			
177	0%	Continue Training & Oversight	10 days	Tue 12/17/24	Tue 12/31/24	174			
178									
179	0%	<b>Post Go-Live Changes / Enhancements</b>	<b>10 days</b>	<b>Tue 12/17/24</b>	<b>Tue 12/31/24</b>				
180	0%	Placeholder 1	5 days	Tue 12/17/24	Tue 12/24/24	174			
181	0%	Placeholder 2	7 days	Tue 12/17/24	Thu 12/26/24	174			
182	0%	Placeholder 3	10 days	Tue 12/17/24	Tue 12/31/24	174			



## **ATTACHMENT C**

### **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 Risk Management Department (hereinafter Covered Entity) and Medata, Inc (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.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.

5. 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.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
7. 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.
8. 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.
9. 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.
10. 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, 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 Agreement.

### **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 one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
  - a) Date the Breach or suspected Breach occurred;
  - b) Date the Breach or suspected Breach was discovered;
  - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
  - d) Number of potentially affected Individual(s) with contact information; and
  - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
  - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
  - b) The unauthorized person who had access to the PHI;
  - c) Whether the PHI was actually acquired or viewed; and
  - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.

- a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
- b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

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

7. Amendment of PHI

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

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

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

10. Termination

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

11. Return of PHI

Upon termination of this 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. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this 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. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

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

#### 15. Direct Liability

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

#### 16. Indemnification

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

#### 17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security

or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

**18. Insurance**

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

**19. Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the 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 of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

**C. Obligations of CE**

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
  - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
  - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
  - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

**D. General Provisions**

**1. Remedies**

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

**2. Ownership**

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

**3. Regulatory References**

A reference in this 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.

**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. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. 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 CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this 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 BA shall comply with the more restrictive requirements.

8. Survival

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



## **ATTACHMENT D**

### **Campaign Contribution Disclosure (SB 1439)**

#### **DEFINITIONS**

Actively supporting 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 \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

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

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

By signing 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 \$250 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.