



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Strata Decision Technology, LLC
Contractor Representative	Kim Auerbach
Telephone Number	(312) 726-1227
Contract Term	Five Years from the Date of Execution
Original Contract Amount	\$2,116,067
Amendment Amount	N/A
Total Contract Amount	\$2,116,067
Cost Center	8510
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

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

- ☐ Attachment A – HARDWARE PURCHASE TERMS
- ☒ Attachment B – SOFTWARE USE AGREEMENT
 - ☒ Exhibit A – Programs and Fee Summary
 - ☒ Exhibit B – Hospitals
 - ☒ Exhibit C – Stratajazz Technical Requirements
 - ☒ Exhibit D – Excluded Entities
 - ☒ Exhibit E – Strata Technology Hosting Service Level Agreement
 - ☒ Exhibit F – Project Assumptions
- ☐ Attachment C – SOFTWARE SUPPORT AND MAINTENANCE TERMS
- ☒ Attachment D – CLOUD SERVICES TERMS
- ☒ Attachment E – BUSINESS ASSOCIATE AGREEMENT
 - ☒ Attachment E-1 – Business Associate Addendum for Cloud Services

☒ Attachment F – CAMPAIGN CONTRIBUTION DISCLOSURE

In the event of any inconsistency between this Contract and any forms, attachments, statements of works, or specifications which may be incorporated into this Contract, the following order of precedence shall apply: (i) this Contract; (ii) Attachments to this Contract, as indicated above; and (iii) price lists, SOWs, SLAs and other documents attached hereto or incorporated herein.

A. DEFINITIONS

Unless elsewhere defined in this Contract, the following capitalized terms shall have the meaning ascribed herein:

- A.1** “Affiliates”: collectively, municipalities, school districts, and other tax districts within County
- A.2** “County”: San Bernardino County
- A.3** “Contractor”: the individual or entity identified as providing the Products and/or Services
- A.4** “DRM”: County’s Department of Risk Management
- A.5** “Effective Date”: the date of execution of the Contract
- A.6** “EFT”: Electronic funds transfer.
- A.7** “P.O.”: a purchase order specifying the types and quantity of Products, Services or Software ordered, the method of delivery, the delivery date required and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.8** “Products”: goods in the technology and consumer electronics category
- A.9** “Services”: professional consulting, which may include implementation, design, customization, maintenance, help desk or other services necessary or desired by County as specified in an SOW.
- A.10** “Software”: shall have the same definition as “Programs” in Exhibit B.
- A.11** “SOW”: a statement of work or work order that identifies Services provided by Contractor, including a detailed task list or specifications, the estimated period of performance, the fixed price to be charged for the Services, together with any milestones and other information regarding the scope of work, as mutually agreed by the Parties.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

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

B.2 Contract Amendments

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

B.3 Contract Assignability

Neither party may assign this Contract, either in whole or in part, without the prior written consent of the other party, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Contractor may assign this Contract without such consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this Contract, provided that Contractor provides County with ten (10) days' prior written notice of such assignment, or if legally prohibited from providing prior notice, within 10 days after the effective date of the assignment and, if required by applicable law, If the assignment is not permitted by applicable law and cannot be remedied then Customer shall have the right to terminate this Agreement. Any assignment in contravention of this provision shall be void. This Agreement shall be binding upon the successors and permitted assigns of the parties.

B.4 Contract Exclusivity

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

B.5 Attorney's Fees and Costs

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

B.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. Contractor shall ensure that all individuals assigned to perform services under this Contract have undergone appropriate background checks, based on the scope of Services, consistent with Contractor's internal policies and applicable law. Upon request, Contractor shall confirm in writing that such checks have been completed, but shall not disclose the results of any individual's background check. 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 36-month period. Contractor personnel who do not meet the criteria outlined in this section, 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.

B.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.

B.8 Choice of Law

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

B.9 Compliance with County Policy

In performing the 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.

B.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 E). 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.

B.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries related to the terms and conditions of this Contract within two (2)

business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

B.12 County Representative

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

B.13 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.

B.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.

B.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:

B.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

B.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.

B.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.

B.16 Duration of Terms

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

B.17 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.

B.18 RESERVED.

B.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall 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.

B.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.

B.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.

B.22 Legality and Severability

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

B.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the 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.

B.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has materially breached this Contract, this Contract may be terminated should Contractor fail to cure such material breach. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

B.25 Mutual Covenants

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

B.26 Nondisclosure

Contractor 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. For purposes of this provision, confidential information means 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.

B.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.

B.28 RESERVED

B.29 RESERVED

B.30 RESERVED

B.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records 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, Services/Scope of Work 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.

B.32 Relationship of the Parties

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

B.33 Release of Information

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

B.34 Representation of the County

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

B.35 Strict Performance

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

B.36 Subcontracting

Contractor shall obtain County's written consent, which County may not unreasonably 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 E. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel. For any subcontractor, Contractor shall:

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

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

B.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. General Contract Requirements and Section E. Insurance and Indemnification.

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.

B.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.

B.38 Termination by the County for Non-Appropriation of Funds

The County reserves the right to terminate the Contract in the event funds are not appropriated by the legislature or applicable public governing body for fees due to Contractor hereunder with a thirty (30) day written notice of termination. The County shall provide reasonable documentation evidencing such non-appropriation to the extent not prohibited by law. 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 up to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the parties mutually agree otherwise.

B.39 RESERVED

Intentionally Deleted.

B.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. 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, County of San Bernardino, San Bernardino District.

B.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. 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.

B.42 Former County Administrative Officials

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

B.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. 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.

B.44 RESERVED

Intentionally Deleted.

B.45 RESERVED

Intentionally Deleted.

B.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.

B.47 RESERVED

B.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).

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or

is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

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

Contractor has disclosed to the County using Attachment F- Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C. TERM OF CONTRACT

This Contract is effective as of Date of Execution (the "Effective Date") and expires five (5) years thereafter but may be terminated earlier in accordance with provisions of this Contract.

D. FISCAL PROVISIONS

- D.1** The maximum amount of payment under this Contract shall not exceed \$2,116,067, of which \$2,116,067 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided in Attachment C, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- D.2** Invoices shall be issued with a net thirty (30 day payment term with corresponding Purchase Order number stated on the invoices.
- D.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- D.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- D.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- D.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- D.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.

E. INDEMNIFICATION AND INSURANCE REQUIREMENTS

E.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for

infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) arising out of the County's authorized use of the Products or Services provided by Contractor under this Contract. 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, such consent shall not be unreasonably withheld) 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.

E.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements including 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. Such additional insured coverage shall be at least as broad as the current version of Additional Insured endorsement form ISO, CG 2010 and CG 2037.

E.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.

E.4 Policies Primary and Non-Contributory

Where included as an additional insured, all policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E.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.

E.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 (10 days for non-payment) to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. .

E.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 or with an eligible surplus lines insurer and with a minimum "Best" Insurance Guide rating of "A- VII".

E.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 are noted below:

General Liability has self-insured retention of \$200,000
Auto liability has deductible of \$250,000
Work Comp has deductible of \$350,000
Professional and Cyber has self-insured retention of \$150,000

E.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.

E.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.

E.11 Types and Limits

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:

E.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.

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

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.

- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

- E.11.3 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.
- E.11.4 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities but only for the acts or omissions of Strata that result in a breach, security failure or privacy event and cover breach response cost as well as regulatory fines and penalties.
- E.11.5 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.
- E.11.6 Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

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

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

F. RIGHT TO MONITOR AND AUDIT

- F.1** Upon sixty (60) day prior notice to Contractor or other time period where set forth in applicable law, 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. Such audit shall occur no more than once (1) per year and at County’s sole expenses.
- F.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.

G. CORRECTION OF PERFORMANCE DEFICIENCIES

- G.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract may be a material breach of this Contract. In the event of such breach and where such breach can be cured, the County shall provide written notice describing the deficiency in reasonable detail, and Contractor shall have thirty (30) days from receipt of such notice to cure the breach.
- G.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:
- G.2.1** Afford Contractor thereafter an additional time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - G.2.2** 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
 - G.2.3** Withhold funds pending duration of the breach; and/or

G.2.4 Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or

G.2.5 Terminate this Contract upon written notice to Contractor.

H. NOTICES

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

*San Bernardino County
Arrowhead Regional Medical Center
400 N. Pepper Ave
Colton, CA. 92324
Attn: ARMC Chief Executive Officer*

*Attn: General Counsel
Strata Decision Technology, LLC
200 E. Randolph, 49th Floor
Chicago, IL. 60601*

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

I. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete 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.

K. ELECTRONIC SIGNATURES

This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

[SIGNATURE PAGE FOLLOWS]

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

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

By _____
Deputy

STRATA DECISION TECHNOLOGY, LLC

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

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

Name John Martino _____

Title CEO _____

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Bonne Uphold, Supervising Deputy County
Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Andrew Goldfrach, ARMC Chief Executive
Officer

Date _____



Contract Number

SAP Number

ATTACHMENT A

RESERVED

EXHIBIT A-1

RESERVED



Contract Number

SAP Number

ATTACHMENT B

SOFTWARE USE AGREEMENT

THIS SOFTWARE USE AGREEMENT ("Agreement") is attached to and incorporated into the Contract entered into on August 5, 2025 by and between Strata Decision Technology LLC, an Illinois Limited Liability Company with principal offices at 200 East Randolph Street, 49th Floor, Chicago, Illinois 60601 ("Strata") and San Bernardino County on behalf of Arrowhead Regional Medical Center, a political subdivision organized and existing under the laws and constitution of the State of California having a facility located at 400 N. Pepper Avenue, Colton, CA 92324 ("Customer").

WITNESSETH:

WHEREAS, Strata desires to grant to Customer, and Customer desires to obtain from Strata, a non-exclusive right to use the computer software and related materials described below, all on the terms and conditions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. As used in this Agreement, the following definitions will apply:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. Customer Affiliates include local government agencies, departments and Board-governed special districts, or other local governmental body or corporation, including applicable K-12 schools and community colleges, where County is authorized and empowered to expend public funds for such entity located within San Bernardino County's applicable jurisdictional and geographical boundaries. For the avoidance of doubt, the only Customer Affiliate authorized to use the Programs under this Agreement is listed in Exhibit B. Additional Customer Affiliates may be added to this Agreement for fees that are agreed upon by both parties.

"Annual Consulting Days" means the annual consulting support that will be provided to Customer to be used as Customer sees fit, including, but not limited to, training (on-site or web based), process support meetings, database rollovers or additional services that are not included in the project assumptions contemplated under this Agreement. Each Annual Consulting Day equals eight (8) hours;

"Authorized User" means a party granted the right to use the Program Assets at the Affiliates, including and limited to only the following: (a) Customer and its employees and authorized agents; (b) nurses, physicians and technicians or staff otherwise affiliated with Customer, including, without limitation, the medical staff members; (c) Third Party consultants and other independent contractors performing services for Customer; and (d) any governmental bodies lawfully requesting or requiring access. Notwithstanding the foregoing, the entities listed in Exhibit D, their respective personnel, and their respective Affiliates shall at no time be deemed to be an Authorized User;

"Contract Year" means each successive 12-month period after the Effective Date of this Agreement;

"Hospital" means a healthcare provider of inpatient and other healthcare services with a single National Provider Identifier (i.e., Medicare number) without regard for sub-provider identifiers which are identified in Exhibit B of this Agreement;

"Input Data" means all data entered into the Programs by the Customer and/or its Affiliates;

"Programs" means the computer software identified in Exhibit A to this Agreement, which is hereby incorporated by reference and made a part of this Agreement, and also includes any subsequent upgrades provided by Strata;

“Program Assets” means the Programs and the User Documentation;

“Proprietary Assets” means the copyright, patent, trade secret and other proprietary rights of Strata included in the Program Assets, including, without limitation, Strata’s Confidential Information and materials identified in Section 9.2;

“Report User” means individual user of the Programs with a specified name with a unique Windows or network logon name or ID who has read only report viewing access to the Programs;

“System User” means an individual user of the Programs with a specified name with a unique Windows or network logon name or ID who has full access to the Programs;

“User Documentation” means the guides, manuals, user documentation materials, including online help and PDF guides provided by Strata to Customer pursuant to the terms of this Agreement which embody, represent, describe or specify the Programs or their uses, operations or applications;

Other defined terms are contained in the body of this Agreement.

2. Customer Rights Under Agreement.

2.1 In accordance with the terms of this Agreement, Strata grants to Customer, and Customer accepts from Strata, a limited, non-transferable, non-exclusive right to use the Programs (or any version thereof provided to Customer pursuant to this Agreement) via Strata’s hosted application environment. Notwithstanding the foregoing, Strata acknowledges that part of Customer’s business may involve operating in a shared resource and/or service bureau environment, and in connection with such business, Customer will have, subject to the requirements set forth in this Agreement, the right to use the Programs for itself and its Affiliates, such right of use will include a right of access and direct use of Customer’s Authorized Users.

2.2 Customer will have the right to modify the Program Assets and/or merge the same into other programs and materials to form an updated work for its own use.

2.3 Strata has, upon the execution of an amendment, the right to increase fees outlined in this Agreement should (1) Customer acquire another healthcare entity after the Effective Date which has one or more Hospitals (the list of Hospital Affiliates as of the Effective Date are listed in Exhibit B); or (2) Customer needs additional System or Report Users for the Programs.

2.4 Customer must prevent use or access of the Program Assets by anyone other than Customer or other Authorized Users. Customer acknowledges that any use of the Program Assets in violation of this Section constitutes a material breach of the terms of this Agreement. Customer and Authorized Users are permitted to access the software from remote sites, so long as such access conforms to the Customer’s policies for remote access to confidential information.

2.5 Customer is responsible for properly managing its System User and Report User accounts in a manner that protects Strata’s Confidential Information and the Input Data. Customer will (1) immediately notify Strata of any unauthorized use of System User or Report User accounts and (2) cooperate with Strata’s reasonable investigation should Customer notify Strata of any unauthorized use of System User or Report User accounts.

2.6 User Documentation shall be provided to Customer under the licenses customarily provided by Strata to the public relating to the Program Assets.

3. Term.

The Term of this Agreement runs concurrently with the Contract.

4. Delivery; Installation; Consulting Support.

4.1 Strata will provide the Program access credentials to Customer (the "Installation Date") within fifteen (15) days of the Effective Date of this Agreement. If Customer does not agree that the Programs are accessible in accordance with the System Technical Requirements set forth on Exhibit C it will so advise Strata in writing within thirty (30) days of the Installation Date. Strata will then take corrective action to remedy the situation.

Strata will, at no additional cost, provide training for up to two (2) Customer employees designed to allow such employees to operate, administer and maintain the Program Assets. Customer employees sent to training will possess a sufficient level of competence and skill to allow the employee to effectively participate in such training.

4.2 Implementation Consulting Support: Strata shall provide implementation consulting support for the Programs in accordance with a mutually agreed upon project assumptions attached as Exhibit F. The corresponding fees and the billing terms for those fees are outlined in Exhibit A to this Agreement (excluding travel and any other direct expenses which will be billed separately as they are incurred). Additional consulting services beyond the effort outlined in the project assumptions in Exhibit F are not included in Strata's support duties under this Agreement, but are available to Customer to purchase via an engagement letter which will be executed by both parties.

4.3 Annual Consulting Days: Strata shall make its resources available to Customer for a specified number of ongoing Annual Consulting Days pursuant to the details outlined in Exhibit A to be used toward consulting engagements outside of the project assumptions. These Annual Consulting Days will be provided to Customer at no additional charge. The allotment of person-days for a given Contract Year is to be used within one year, and will not carry over from year to year.

5. Charges.

5.1 Customer will pay Strata the fees set forth in Exhibit A, in accordance with the Payment Schedule set forth therein. Any and all other charges due under this Agreement will be due and payable as set forth in Section D.2 of the Contract.

5.2 Customer will be responsible for the payment of all taxes levied or based on this Agreement or the Program Assets, including state and local privilege or excise taxes; provided that Customer will not be responsible for the payment of taxes based on the net income of Strata.

6. Annual Fees / Renewals / Upgrades / Tech Support.

6.1 Subject to Section B.38 of the Contract, Customer has made a commitment to use the suite of Program Assets for a minimum of five (5) years from the Effective Date (i.e., the

“Commitment Period”). This Agreement shall not auto renew, and renewal terms will be negotiated by the parties at the end of the Commitment Period.

6.2 Customer must pay the annual fees outlined in Exhibit A for continued use of the suite of Program Assets beyond the first Contract Year. In the event that Customer fails to pay the annual fees outlined in Exhibit A, Customer’s access to the Program Assets will be terminated, and Customer must immediately cease and desist from using the suite of Program Assets.

6.3 Payment of the subscription fees outlined in Exhibit A entitles Customer to receive upgrades of the Programs in use that are of the same software and analytics platform and free Technical Support for unlimited support incidents for resolving incidents where software functionality does not perform in accordance with User Documentation. Technical Support is defined to include, but not be limited to, the following: software system-related error messages, system performance issues, troubleshooting specific to system issues or error messages, software system errors. Support personnel will assist Customer in resolving issues with the use of the Program Assets and answer related general questions. For this Technical Support, Strata’s hours of operation are Monday through Friday, 7:00 a.m. to 7:00 p.m. United States Central Time.

6.3(a) Technical Support is available to Customer in the following way through the following communication:

Telephone: 312-726-1227 and select the technical support option.

E-Mail: Send messages to support@stratadecision.com

6.3(b) Strata will enter Technical Support incident reports provided by Customer into Strata’s call tracking system, and prioritize requests using the following categories:

Category 1 – Program malfunction that prevent substantial numbers of Customer’s users from using Programs for substantially all normal functions using normal procedures.

Category 2 – Same as Category 1, except that malfunction prevents some of Customer’s users from using some normal functions using normal procedures.

Category 3 – All normal functions of the Programs are operational and can be productively used, but one or more functions are degraded as a result of a malfunction.

Category 4 – Cosmetic issues and other minor issues that do not result in degraded performance or otherwise materially affect use or functionality of the Programs.

Strata will use commercially reasonable efforts to provide the following Response and Resolution times for the Categories. Response and Resolution times are measured from the time that the report is received by Strata Technical Support staff:

Standard Business Hours		
Category	Response Time	Resolution Time

1	2 business hours	1 business day
2	4 business hours	2 business days
3	8 business hours	5 business days
4	8 business hours	15 business days

Strata will use commercially reasonable efforts to either fix or provide a workaround procedure for any material breach of functionality as described in the then current User Documentation as long as the Program Assets are used with software and operating systems that match then-current Strata technical standards. Resolution times are measured from the time a problem is reported until the time that Customer is sent notification that a solution has been tested and verified by Strata staff, and does not include time required for the Customer to verify that solution. Resolution times exclude any time waiting for completion of reasonable requests from Strata staff for testing, additional information, or completion of problem resolution procedures when those steps must be carried out by Customer's employees or third-party product and service providers.

Strata will be in material breach pursuant to Section 10.1 of this Agreement should Customer report a software system-related error or issue which is classified as a Category 1 and Strata does not provide a fix or workaround procedure that addresses such system-related error or issues within 10 business days.

6.5 Strata shall host one (1) production version of the Programs and provide access to the Programs to Customer's System Users for the duration of the Commitment Period. Strata's Hosting Service Level Agreement is attached as Exhibit E. Strata reserves the right to purge data after seven (7) years from the date the data was entered into the Programs. The first five (5) years of data (defined as five (5) prior year actuals, year to date actuals, and current year budget where applicable) shall be stored within the Programs while the last two (2) years of data shall be securely stored outside of the Programs but is available to Customer for reporting needs within forty-eight (48) business hours' notice to Strata.

6.6 As part of the subscription fee outlined in Exhibit A, Strata will provide Customer with eLearning to be used for end user training on the Programs for the duration of Customer's Commitment Period for all System Users for the Programs.

6.7 Customer has agreed to purchase a limited-use Sg2 Care Grouper from Strata in exchange for the fees outlined in Exhibit A. Customer understands that the use of the Sg2 Care Grouper is a limited use license and may only be used inside the Programs. The fee for using the Sg2 Care Grouper inside the Programs shall be fixed for Customer's Commitment Period. After the Commitment Period, the fees for the Sg2 Grouper are subject to change based on (1) changes in Customer's Net Patient Revenue (as defined in Definitive Healthcare) or (ii) increases imposed by Sg2 to Strata for the use of the Sg2 Grouper (and any such increase will not be more than 25%). Customer will not reverse engineer the Sg2 Care Grouper or attempt to use to group data outside the Programs (e.g. an EDW) in any manner. Customer will be obligated to pay Sg2 the full Sg2 Care Grouper list price should it attempt such use.

6.8 Customer has elected to purchase the groupers set forth in Exhibit A and shall be payable on the dates set forth in Exhibit A. The grouper fees are subject to change based on the following:

(a) increases in fees from any third parties which Strata utilizes to provide the grouper; (b) annual increases pursuant to the Agreement or (c) increases in Customer's admissions and/or outpatient visits as reported by the American Hospital Association.

6.9 Strata will provide updates to Program Assets, such as bug fixes and security patches that are generally made to its government and/or commercial licensees at no additional cost to Customer. Updates do not include any options, upgrades or future products which Strata charges for as a separate product or where Strata gives County a written end-of-life notice.

7. Strata Warranties.

7.1 During the one-year period following the Effective Date (the "Warranty Period"), Strata warrants that the Programs will operate properly when used in the manner specified in the User Documentation to be provided by Strata and be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Program Assets. The extent of Strata's obligations under the foregoing warranty will be limited to correcting or replacing defective Programs and User Documentation, so as to satisfy such warranties, provided that, if Strata fails to do so, at Customer's election, Customer may terminate this Agreement/Contract, and thereafter Customer will have no further obligations to make any payments under this Agreement and the parties will have no further rights or obligations under this Agreement except as set forth in Section 10.4 below. Notwithstanding anything to the contrary contained in this Agreement, the foregoing warranty will not apply to malfunctions not promptly reported by Customer during the Warranty Period or from: (i) unapproved alteration or modification of the Programs or any component thereof by Customer or others (any update provided by Strata is considered for this section an approved alteration or modification of the Programs), or (ii) use of the Programs in conjunction with software obtained from another source not indicated by Strata to be compatible with the Programs.

7.2 EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, STRATA MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAMS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STRATA DOES NOT WARRANT THE RESULTS OF ANY PROGRAM OR SERVICE OR THAT ANY ERRORS IN ANY PROGRAM WILL BE CORRECTED, OR THAT THE FUNCTIONALITY CONTAINED IN THE PROGRAMS WILL MEET CUSTOMER'S REQUIREMENTS.

7.3 EXCEPT FOR CLAIMS ARISING PURSUANT TO INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE, VIOLATION OF LAW, OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED THE GREATER OF \$2,000,000 OR THE TOTAL AMOUNT PAID UNDER THE CONTRACT AND THIS AGREEMENT.

8. Reserved.

9. Ownership, Confidentiality and Protection of Proprietary Information.

9.1 It is agreed and understood by Customer that the Proprietary Assets are the sole property of Strata; provided however that all Input Data, in all file formats, will be the sole and exclusive property of Customer.

9.2 During the course of this Agreement, each party and its Authorized Users will have access to the other party's "Confidential Information". "**Confidential Information**" means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005). Confidential Information may include the User Documentation, information pertaining to customer lists, services, methods, processes, profits, and operating procedures. Each party will, to the extent and in accordance with its policies used to protect its own Confidential Information, use commercially reasonable efforts to refrain from and prevent the use or disclosure of any such Confidential Information disclosed or obtained by it while performing its obligations under this Agreement, except where such use or disclosure is for internal purposes, is required pursuant to the governmental authority listed in Exhibit A, or by any other governmental authority. Notwithstanding the foregoing, each party's obligations to protect the confidentiality of any such Confidential Information will terminate if the same falls into the public domain without breach by such party of its obligations under this Agreement and such materials, but only such materials, will thereupon cease being Confidential Information. In addition, the foregoing obligations of the parties will not apply to information which is disclosed to a party by a third party with the right to do so.

10. Termination and Remedies.

10.1 Reserved

10.2

10.3 Immediately following the termination of this Agreement pursuant to Section 10.1 above, Customer will cease to use the suite of Program Assets in the conduct of its business except to make an archival copy of data previously processed using the suite of Program Assets and to convert such data so that it may be processed by the software used to replace the Programs.

10.4 The provisions of Sections 6.4, 7.2, 7.3, 8, 9, and 10.3 will survive the termination of this Agreement.

11. Data Security.

11.1 "Customer Data" means any data and information, that is stored in Strata's system or software, provided by Customer and its users to Strata, or otherwise obtained by Strata from Customer and its users in connection with this Agreement.

11.2 Strata and its Affiliates shall not gather, retrieve or utilize Customer Data for any purpose other than as expressly authorized by the Agreement or in writing by an authorized official of Customer. Notwithstanding anything to the contrary, Customer (1) authorizes Strata and its Affiliates to use Customer Data for use in Strata, or Strata Affiliated, developed or integrated software enhancements, algorithms, models, or analytics products or services (collectively, "Strata Products") and (2) agrees that Strata will own all right, title, and interest in such Strata Products and any derivative works created therefrom. The Strata Products will not disclose or

otherwise expose Customer Data or Input Data to any customer or user (other than Customer's users) in a format or structure that allows that data to be reidentified or otherwise attributed to Customer. If Strata utilizes third-party services to deidentify any PHI within Customer Data for use in Strata Products, Strata will only do so pursuant to a valid Business Associate Addendum. Strata will not export any Customer Data outside of the United States or its territories. Notwithstanding anything to the contrary, the outputs of any Strata Products (including any results, analysis or derivative works of such outputs) contain Confidential Information of Strata and may only be used internally by Customer and may not be publicly shared or used for the benefit of a third party.

11.3 With respect to system security as it pertains to Customer and Customer Data, Strata agrees to:

(a) segment Customer Data away from Strata's internal users, so that only authorized employees of Strata with a need to know such information can access it;

(b) encrypt all back-up media, laptops, and similar devices that interact with and/or store Customer Data ("Devices"), and keep audit logs of such Devices to verify, in the event of the loss of a Device, that such Device was encrypted;

(c) put into place all other external controls on Customer Data necessary to prevent such data from being obtained, viewed, altered, or otherwise accessed by unauthorized users, and to prevent its systems from being compromised or breached (i.e., electronic defenses, Access Control Lists (ACLs) on routers, firewalls, etc.);

(d) not use or permit generic account logins for multiple persons or generic root access to its information systems; i.e., all of Strata's system administrators of information systems must have their own logins so they can be tracked and audited individually;

(e) have adequate physical security controls in place at its data center and in all other areas or locations (physical or virtual) where Customer Data is stored or processed (voice, video, data, logs, etc.);

(f) have company security policies documented and all of those policies implemented, and require that any subcontractors of Strata adhere to such security policies;

(g) use adequate logical security controls to separate Customer Data from other customers' data;

(h) encrypt data transmissions between Strata and Customer using HTTPS, VPN, Secure FTP or other mutually approved method of encryption;

(i) permit any and all off-site storage or backups of Customer Data only in a secure storage facility that meets industry standard requirements; and

(j) ensure that its agents, subcontractors, third party providers, and users who have access to Customer Data are bound at least as stringent as those applicable to Strata under this Agreement, with respect to data security and protection and non-use of Customer Data.

11.4 Destruction of Data Standards. Upon termination of this Agreement, Strata will destroy all identifiable Customer Data. If Strata believes it is not feasible to destroy all identifiable Customer Data, Strata will promptly notify Customer and propose a plan for safeguarding the confidentiality

and security of retained identifiable Customer Data. Upon Customer's agreement that the destruction of identifiable Customer Data is infeasible and its consent to Strata's plan, Strata may retain such identifiable Customer Data for a mutually agreeable period of time. For the avoidance of doubt, any Customer Data or derivatives thereof which have been de-identified or anonymized in conjunction with this Agreement shall still be available for Strata's use beyond termination of this Agreement and consent for further use is not required.

12. Data Submission.

12.1 Customer agrees to forward all data files to Strata using secure file transfer protocol (SFTP) to Strata's SFTP server. A unique SFTP account will be provided to the Customer. Strata shall assume no responsibility for any data file until receipt and unless sufficient security is maintained to protect the confidentiality and integrity of all data.

12.2 Reserved.

13. General Provisions.

13.1 Reserved

13.2 Customer specifically recognizes that (i) Strata owns the Proprietary Assets, (ii) the Proprietary Assets are of value to Strata, and (iii) any unauthorized disclosure or use of the Program Assets will cause irreparable injury to Strata and that actual damages may be difficult to ascertain, and in any event, may be inadequate. Accordingly, Customer agrees that in the event of any such unauthorized disclosure or use, Strata will be entitled to injunctive relief, without bond, in addition to such other legal and equitable remedies that may be available.

13.4 Reserved.

13.5 This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

13.6 If any provision of this Agreement is not enforceable in whole or in part, the remaining provisions of this Agreement shall not be affected. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege under this Agreement.

13.8 Reserved

13.9 The parties acknowledge and agree that nothing in this Agreement can be construed to create an employer/employee, agency or joint venture relationship between the parties.

13.10 Customer agrees to have at least one (1) Customer employee complete the following online surveys related to their experience with Strata: (i) one post-implementation survey and (ii) semi-annual customer satisfaction surveys throughout the length of the Commitment Period.

13.11 The prices in this Agreement reflect discounts. To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, Customer must fully and accurately reflect in cost reports or other submissions

to federal healthcare programs all such discounts and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to Customer by Strata concerning the discounts. Strata shall provide all documentation and information requested by Customer relating to such discounts to enable Customer to comply with its reporting obligations.

13.12 Strata shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

13.13 Customer understands that Strata is subject to the U.S. Foreign Corrupt Practices Act of 1977 (as amended) (the "FCPA") and therefore risks serious civil and criminal penalties if Strata becomes involved in making payments in cash or in kind to foreign government officials, political candidates or political parties to obtain and maintain business. Customer acknowledges that it has reviewed and understands the FCPA as it relates to the Programs. Accordingly, Customer shall not offer, promise, or pay any money, gift or any other thing of value to any person for the purpose of influencing official governmental actions or decisions in obtaining or retaining business for Strata or take any other action which would violate the FCPA. If Customer becomes aware of any violation of the FCPA related to the Programs, Customer hereby covenants and agrees to promptly report the details of such violation to Strata.

13.14 The parties agree that they will conduct an executive level call at least once every six (6) months during the Commitment Period to discuss project goals, objectives and expectations to the organization.

EXHIBIT A

Programs:

StrataJazz Operating Budgeting & Management Reporting for 200 System Users

StrataJazz Cost Accounting for 50 System Users

Fee Summary:

The fees shown below shall be due in accordance with the following schedule:

- All Year 1 Fees shall be billed upon the Effective Date
- All Year 2 Fees shall be due one (1) year after the Effective Date
- All Year 3 Fees shall be due two (2) years after the Effective Date
- All Year 4 Fees shall be due three (3) years after the Effective Date
- All Year 5 Fees shall be due four (4) years after the Effective Date
- All Implementation and Advisory Services fees shall be billed upon the Effective Date

Description	UOM			Total Amount
*Annual Subscription Fee Operating Budgeting & Management Reporting	300 Users			Year 1: \$102,750 Year 2: \$105,833 Year 3: \$109,008 Year 4: \$112,278 Year 5: \$115,646 Total: \$545,515
*Annual Subscription Fee Decision Support-Costing	50 Users 100 Report users			Year 1: \$133,123 Year 2: \$137,118 Year 3: \$141,231 Year 4: \$145,468 Year 5: \$149,831 Total: \$706,771
Included with Annual Subscription Fees <ul style="list-style-type: none"> • Cloud Hosting, including scalability for future growth • Software Module Access, for a defined number of named users • Upgrades, provided monthly with no IT intervention • Maintenance, provided monthly as part of upgrade process • Technical Support, SMEs to help assist your Administrators with issue resolution • Interactive Help Center, for continuing education of your end-users • Annual Optimization Days, to be used for system or user optimization and advancement • Customer Success Manager (CSM), customer roadmap to prioritize optimization efforts 				
*SG2 Grouper Annual Subscription	Fixed Fee			Year 1: \$9,960 Year 2: \$10,259 Year 3: \$10,567 Year 4: \$10,884 Year 5: \$11,211

				Total: \$52,881
**Implementation Fee	Fixed Fee			\$550,800
Included with Implementation Fees <ul style="list-style-type: none"> • Project Management • Data Integration <ul style="list-style-type: none"> ▪ Assumes an initial implementation with Meditech while the new ERP is being implemented ▪ Includes cost for conversion to new ERP when it is completed • Requirements gathering, build, validation, testing of all purchased products • Training and implementation of all purchased StrataJazz modules 				
**Staff Assessment and Training				
Advisory Services – Design & Adoption for Cost Accounting, Team Definition	Fixed Fee			\$260,100
Included with Advisory Services - Design & Adoption for Cost Accounting, Team Definition <ul style="list-style-type: none"> • Configuration and design of cost model • Process Design – Governance, workflows, roles for costing team, maintenance processes • Change Management – Stakeholder alignment, communication plan & materials, training strategy 				

**Annual fee pricing assumes a 5-year term with a 3% annual increase as detailed on the next page*

***Implementation and Advisory Services are best estimates based on RFP information. If Strata is selected, we will work with the ARMC team to refine the scope of work for this project. All services are provided remotely unless required by ARMC.*

Implementation Fees:

The Implementation Fee outlined in this Exhibit A represents a fixed fee implementation. Any additional consulting services required for services that are part of the project assumptions attached as Exhibit F will be provided at no additional charge. Additional consulting services for services not included in the project assumptions are not included as part of this Agreement. Should Customer need additional consulting services for implementation work that is due to a delay in the implementation caused by Customer (including changes in project scope), Strata shall meet and confer with Customer and obtain Customer's approval for such extra consulting work.

Annual Consulting Days:

Customer is entitled to the following consulting days on an annual basis by Program:

<u>Description</u>	<u>Number of Days</u>
Operating Budgeting & Management Reporting	3 Days
Cost Accounting	2 Days

Billing Information:

Charges for travel and other direct expenses will be invoiced as they are incurred

Customer's sales tax exemption information:

Customer agrees to send Strata their tax exemption certificate within fifteen (15) days following execution of this Agreement.

Strata will send invoices related to this Agreement to the following address:

Accounts Payable - ARMC

400 N. Pepper Ave.

Colton, CA 92324

Access to Books and Records.

Notwithstanding any other terms of this Agreement, Customer and Strata will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of the services rendered hereunder to the full extent required by the Centers for Medicare and Medicaid Services implementing Section 952 of the Omnibus Reconciliation Act of 1980 at 42 U.S.C. Section 1395 (x)(v)(1)(I). If Strata carries out its duties under this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organizations books and records.

If any service under this Agreement is in furtherance of a U.S. Government contract or subcontract or is otherwise subject to the provisions of the Equal Opportunity Clause as promulgated by Section 202 of Executive Order 11246, dated September 24, 1965, or to 41 C.F.R. 60-250 (requiring affirmative action to employ certain handicapped veterans), or to 41 C.F.R. 60-741 (requiring affirmative action to employ certain handicapped individuals) or to any other federal law, rule or regulation applicable to Customer or its Affiliates as U.S. Government contractors or subcontractors (including but not limited to any applicable Section of 48 C.F.R. Chapter 1), the contract provisions required therein are hereby incorporated by reference. Strata also agrees to comply with all applicable local, state and federal laws and executive orders and regulations that are applicable to Customer and Affiliates as U.S. Government contractors or subcontractors.

EXHIBIT B

HOSPITALS

Hospitals:

Arrowhead Regional Medical Center

400 N. Pepper Avenue

Colton, CA 92324

EXHIBIT C

STRATAJAZZ TECHNICAL REQUIREMENTS

Workstation Requirements

Workstation Setting	Supported
Operating Systems	Microsoft Windows Apple macOS
Microsoft Excel	Microsoft Office 365
Web Browser	Google Chrome Microsoft Edge Mozilla Firefox Apple Safari
Screen Resolution	1280x1024 or above

eLearning Requirements

Browser/System Setting	Description
Trusted Sites	myabsorb.com
Adobe Acrobat Reader	Adobe Acrobat Reader 6.0 or above

System Upgrades

The requirements listed above are valid for the current release of the StrataJazz system. Future upgrades or releases of the software may require additional software components, service packs, network exceptions, or additional system hardware. If this occurs, any new or additional system requirements will be provided to Customer in advance of the upgrade.

Specific details about technical requirements can be provided upon request by Customer. The Technical Requirements listed above are subject to change for future product releases.

EXHIBIT D

EXCLUDED ENTITIES

The following entities, their respective personnel, and their respective parents, subsidiaries, and affiliates shall at no time be deemed to be an Authorized User:

- 1) *Adaptive Insights, Inc.*
- 2) *Anaplan, Inc.*
- 3) *Attainia, Inc.*
- 4) *Avant-Garde Health*
- 5) *Chartis Group*
- 6) *Change Healthcare*
- 7) *Cognos, Inc., a subsidiary of IBM Inc.*
- 8) *CostFlex Systems, Inc.*
- 9) *Craneware, Inc.*
- 10) *Experian Information Solutions, Inc.*
- 11) *FinThrive*
- 12) *Harris Healthcare*
- 13) *Health Catalyst, LLC*
- 14) *Infor*
- 15) *Kronos Inc.*
- 16) *McKesson Corporation*
- 17) *MedAssets, Inc*
- 18) *MedeAnalytics*
- 19) *Medical Information Technology, Inc. (Meditech)*
- 20) *Med-Metrix, LLC*
- 21) *MD Buyline, Inc.*
- 22) *Microsoft Inc.*

- 23) *nThrive*
- 24) *Optum, Inc.*
- 25) *Oracle Corp.*
- 26) *Organizational Intelligence (OI Health)*
- 27) *Pamplona Capital Management LLP*
- 28) *Parallon*
- 29) *Premier, Inc. / Healthcare Insights, LLC*
- 30) *PMMC*
- 31) *SAP AG*
- 32) *Truven Health Analytics*
- 33) *Vena Solutions*
- 34) *VFA, Inc.*
- 35) *Vizient, Inc.*
- 36) *Workday, Inc.*
- 37) *Any person or entity that Strata subsequently designates and Customer approves in writing, which approval shall not be unreasonably withheld or delayed*

EXHIBIT E

Strata Technology Hosting Service Level Agreement

Business Hours

Strata's servers are available 24 hours a day, 7 days a week, 365 days a year excluding scheduled downtime for maintenance. The standard business week for Strata is defined as Monday through Friday, 7:00 a.m. – 7:00 p.m. United States Central Time, excluding national holidays.

Scheduled Maintenance & Software Upgrades

Scheduled maintenance shall mean any maintenance in the Strata data center at which the Customer's data is located (a) of which the Customer is notified at least 24 hours in advance, or (b) that is performed during the standard maintenance window of Tuesday from 8pm to 12am US Central Time (this time is subject to change with advance notice). Notice of scheduled maintenance will be provided to the Customer's account contact(s) via email, fax, or phone.

As part of the Hosting Service, Strata shall install, at no additional cost, any Updates to the Software, including code changes, which are developed or published by Strata and which Customer is entitled to receive under Customer's Software Use Agreement.

Network Uptime

Strata's network experience over the last twelve months has been the following: network uptime has been approximately 99.8% during Strata business hours excluding scheduled maintenance. Downtime is defined as a period of time or a percentage of a timespan that the hosted application is offline or not functioning as a result of failure of software, servers, or network systems controlled and maintained by Strata (such as a crash or malfunction). Downtime does not include times when the system is unavailable for Scheduled Maintenance, provided that Strata announces the scheduled maintenance period at least 24 hours in advance. Downtime does not include times when the hosted application is unavailable due to circumstances or conditions that arise on systems or networks controlled and maintained by the Customer or third parties, including widespread Internet failures.

Network uptime includes functioning of all Strata network infrastructure, including routers, switches and cabling, but does not include applications or services running on Customer's servers nor does it include general Internet outages beyond Strata's ISP's local points of presence. Network downtime exists when (1) the Customer's server is unable to transmit and receive data due to a problem with the Strata network infrastructure; (2) Strata determines in its reasonable commercial judgment that a network outage does indeed exist; and (3) the Customer has opened a support incident with Strata's Customer Support. Network downtime is measured from the time a support incident is opened by the Customer to the time the network outage is resolved.

Hardware Guarantee

Strata represents the operability of all hardware components and will replace at no cost to the Customer any failed components. Hardware replacement for critical failures will begin

upon identification of the problem. Hardware replacement for non-critical failures may be delayed until a Scheduled Maintenance period, at Strata's sole discretion.

Force Majeure

Neither party shall be in default of this Agreement or be liable for any delay or failure in performance resulting directly or indirectly from any cause beyond its reasonable control; provided however, that either party who fails because of force majeure to perform its obligations hereunder shall, upon the cessation of the force majeure, take all reasonable steps within its power to resume compliance under this Agreement with the least possible delay.

EXHIBIT F

PROJECT ASSUMPTIONS

Summary of Implementation Statement of Work

The following statement of work outlines deliverables for implementations of StrataJazz solutions and services.

Modules

- Operating Budgeting
- Management Reporting
- Cost Accounting

Services

- Project Management
- Data Integration
- Advisory Services

Project Management

Objectives

- Successful coordination and deployment of a project through initiation, planning, execution, and go-live
- Guidance of the project team's operations towards achieving all the agreed upon goals within the set scope and timeline

Scope of Work

- Project planning and scheduling
- Coordination with technical and business stakeholders
- Project risk and issue tracking
- Scope management and change request facilitation
- Status reporting and stakeholder communication
- Go-live planning and execution

Meetings

The Strata Project Manager will lead a Project Kickoff meeting to help your organization understand expectations for Strata Decision Technology implementation projects provided at the beginning of the Strata implementation.

The Strata Project Manager will lead a Strata Sponsor introduction meeting.

The Strata Project Manager will participate in a remote Module Launch Meeting (for each module implementation) to review the agreed upon implementation plan and additional project kick-off topics.

Weekly Project Management Status Meetings: The Strata Project Manager will lead a weekly project management call (up to 30 min/week) for the duration of the project as established by the initially agreed upon roadmap and work plans. Additional project management meetings requested by the customer and/or an extension to the overall platform roadmap may incur additional scope.

Project Sponsor Meetings: The Strata Project Manager (along with the Strata Sponsor) will participate in a monthly project sponsor meeting (up to 30 minutes/month) for the duration of the project as established

by the initially agreed upon roadmap and work plans. Additional meetings requested by the customer and/or an extension to the overall platform roadmap may incur additional scope.

Weekly Technical/Module Working Sessions: Attendance of these meetings by the Strata Project Manager is optional and will not always be in attendance. Full attendance at these meetings requested by the customer would incur additional scope.

Deliverables

The Strata Project Manager will assist in reconfirming the appropriate project sequencing and timeline prior to kicking off the implementation.

The Strata Project Manager will provide recommendations in the broader project planning discussions and documentation including the governance structure and project team structure.

Workplan Management: The Strata Project Manager will provide a detailed work plan for task tracking, designed per the scope, standard Strata timelines, and project durations, electronically for each project at the onset of the platform implementation and weekly throughout the implementation.

Status Reporting: The Strata Project Manager will provide weekly project status updates using Strata's standard project reporting format.

Planning Materials: The Strata Project Manager will provide one (1) training and communication plan and one (1) security overview document to the Customer and will review with Customer Project Manager at the start of your Strata implementation. Customization to these materials is out of scope without the addition of Advisory Services.

The Strata Project Manager will perform the following for the duration of the project for Strata responsibilities and resources as established by the initially agreed upon work plan:

- a) Monitor and ensure timely completion of all Strata deliverables
- b) Project Workplan Management
- c) Manage the Strata Scope and Statement of Work, including milestone signoffs
- d) Risk management and mitigation support (including change requests, facilitating implementation escalations and milestone sign-offs). Participate in scope change request evaluations
- e) Lead coordination of Strata efforts across Strata Solutions
- f) Confirm and manage the staffing of Strata resources to execute the workplan
- g) Contribute to assessments of readiness to go-live and participate in cutover plan and go-live support plan development
- h) Note: Per module project, Strata consultants will own the requirements workbooks, test plans and execution tracking, and open items lists (including applicable defect tracking)

Data Integration

Objectives

- Integrate Customer's ERP and EHR data into StrataJazz including historical data and establishing automated data feeds.
- Ensure all historical is validated and processes are developed to validate automated data feeds going forward.
- The Customer team is trained to manage and maintain data processes going forward.

Deliverables

1. Source System Integration
 - a. The Following table outlines source systems the Strata Data Integration team will integrate into StrataJazz
 - b. It is the customer's responsibility to produce extracts from source systems identified below

Data Set	Source System(s)
----------	------------------

General Ledger:	Meditech; moving to Multiview (ERP conversion)
Payroll:	SAP
Statistics:	Meditech; moving to Multiview (ERP conversion)
Operating Budget Physician Volumes:	TBD
<i>Decision Support Only</i>	
Hospital Billing:	Epic
Professional Billing:	Epic
Supplemental Home Health and Hospice Source System (not included in Hospital Billing source):	Out of scope
Supplemental SNF Source System (not included in Hospital Billing source):	Out of scope
340b Accumulator Dispensation Report:	Out of scope
Supplemental NDC Price Cost Dictionary (if unable to provide in HB Source System File)	Out of scope
Supplemental Supply Acquisition Cost System (not included in Hospital Billing source):	Out of scope
Surgical Time Detail System:	Epic
Historical Cost Import	Out of scope

2. Source System Integration Scope Assumptions

Data Integration Scope Summary	
Deliverable	Include in Scope ?
Configuration of an automated Data Integration Interface for historic data from the source systems listed in the associated chart in one (1) file format per data specifications provided: <ul style="list-style-type: none"> • Each data file will contain the required fields as defined in the data specifications document • Data queries from source systems should be created by the Customer to allow for automated extraction and transfer • Historical Data is defined as two (2) years of history (2 prior year actuals, Year to date actuals, and current year budget where applicable), unless otherwise noted • Source systems are assumed to remain the same unless previously noted. Please refer to the chart above for details • Each data file, within a Data Set, is assumed to be in the same format for all entities, unless otherwise noted • Data files are reconciled in three phases • Strata will configure all data sets to be imported on an automated schedule based on data extract format signed off on by Customer 	Yes
Weekly Technical Meetings: Strata will conduct a one (1) hour weekly technical call for the duration of the project as established by the initially agreed upon work plan up to twelve (12) weeks (or up to sixteen (16) weeks if HB/PB clinical data is in scope) following the Data Discovery call(s). Additional weekly meetings requested by the customer and/or an extension to the overall workplan duration may incur additional scope.	Yes
Training includes: 1. Data Management Training	Yes

User Defined Fields: Up to thirty (30) user defined fields (UDFs) in total across both Hospital Billing and Professional Billing data extracts during implementation. UDFs are defined as fields outside the Strata Decision Technology data specifications. Additional UDFs can be added post implementation per the normal optimization process. If only one of HB and PB is in scope the limit for UDFs is 15 fields across all extracts defined as Hospital Billing or Professional Billing per the Strata Decision Technology data specifications	Yes
Additional Historical Data: How many years of additional history will the customer import in addition to the standard scope? Standard scope is: Current Year + 2 Prior Years and CY Budget for GL/Payroll/Stats	
General Ledger:	0
Payroll:	0
Statistics:	0
Hospital Billing:	0
Physician Billing:	0
Post Go-Live Support: 4 weeks of post go-live support up to one hour per week of call and email support	Yes
The following items are considered out of scope: <ul style="list-style-type: none"> • Data outside of the data specifications guidelines provided • A different Chart of Accounts and/or different file formats per entity • Changing file extract formats after the sample extract has been finalized and database configurations have been built • The manual deletion/manipulation of data sets once imported (files that need to be adjusted) • More than three (3) file iterations prior to file format finalization milestone with One (1) full historical reimport prior to the historical sign-off (reimports after historical data sign-off will incur additional fees) • Source system conversions. If a conversion is necessary, Strata will work with your IT team to determine the impact to your implementation as it relates to budget and timelines 	No

3. ERP Conversion Scope Assumptions

ERP Conversion Scope Summary	
Deliverable	Include in Scope?
Strata will configure a new automated Data Integration Interface for General Ledger data out of Source System in one (1) file format per data specifications provided, including: <ul style="list-style-type: none"> - One (1) Master Definition file format per Dimension extract (Department, Account, Job Code, Pay Code, and Employee) - One (1) Income Statement Summary file format extract and one (1) Balance Sheet Summary file format extract or one (1) Combined Income Statement and Balance Sheet file format extract for Actual and Budget Data - One (1) file format for Statistic extract for Actual and Budget Data - One (1) file format for General Ledger Detail extract for Actual Data - One (1) file format for Inventory Detail extract for Actual Data - One (1) file format for Accounts Payable extract for Actual Data 	Yes

<p>The following is considered out of Scope:</p> <ul style="list-style-type: none"> - More than one (1) file format per extract listed above - Data outside of the data specifications guideline provided - Data field request changes after data requirements finalization may be considered out of scope and will require a change request - Different Chart of Account and/or different file formats per entity is out of scope - Changing file extract formats after the sample extract has been finalized and database configurations have been built - The manual deletion/manipulation of data sets once imported (files need to be adjusted) 	
<p>Strata will work with the Customer to review the below extracts and configurations to align to the new coding structure for new source system in Round 1 and 2 of the test database.</p> <ul style="list-style-type: none"> - GL Summary - GL Detail - AP Detail - Inventory - Statistics by Month - Provider (Planning/Budget) - Charge (no reloads) 	Yes
<p>Configuration of Data Integration meeting the following requirements:</p> <ul style="list-style-type: none"> - Each data file will contain the required fields as defined in the data specifications document - Data queries from source systems should be created to allow for automated extraction and transfer - Historical Data is defined as data from Source System - Strata Decision will perform data transformations to normalize where possible and seamlessly integrate into Strata Jazz data tables - Each data file, within a data set, is assumed to be in the same format for all entities, unless otherwise noted - Data files are reconciled in three phases; <ol style="list-style-type: none"> 1. By customer after extraction from the source of the extract to the source system 2. By Strata after import of the extract to the extract provided by the customer 3. By customer after import of the import to the source system and reports provided by the customer - Customer iterations on file extraction are completed within mutually agreed upon timeline and with no more than 3 file iterations per extract prior to file format finalization milestone. Reimports after sign off will incur additional fees. 	Yes
<p>Strata will configure of all data sets to be imported on an automated schedule based on data extract format signed off on by customer.</p>	Yes
<p>Configuration of Data Integration meeting the following requirements:</p> <ul style="list-style-type: none"> - Each data file will contain the required fields as defined in the data specifications document - Data queries from source systems should be created to allow for automated extraction and transfer - Historical Data is defined as data from Source System - Strata Decision will perform data transformations to normalize where possible and seamlessly integrate into Strata Jazz data tables - Each data file, within a data set, is assumed to be in the same format for all entities, unless otherwise noted - Data files are reconciled in three phases; <ol style="list-style-type: none"> 1. By customer after extraction from the source of the extract to the source system 2. By Strata after import of the extract to the extract provided by the customer 3. By customer after import of the import to the source system and reports provided by the customer - Customer iterations on file extraction are completed within mutually agreed upon timeline and with no more than 3 file iterations per extract prior to file format finalization milestone. Reimports after sign off will incur additional fees. 	Yes

<p>Conversion work includes:</p> <ul style="list-style-type: none"> - Customer to provide mappings/crosswalks between the legacy source system dimension tables and new Source System dimension tables with a 1 to 1 or Many to 1 relationship mapping between dimensions. Including: <ul style="list-style-type: none"> - Entity Mapping - Department Mapping - Account Mapping - Strata to use the mappings/crosswalks provided to update dimension data fields to the new ERP structure. - Strata to use the mappings/crosswalk to update historical financial fact data - Strata will load production historical financial fact data if desired and limited to 2 iterations in production only - Reloading of clinical data specifically the charge data is out of scope and will incur additional cost - No more than 3 iterations of the dimension crosswalk mappings - 2 for conversion testing and 1 for the production conversion. Additional iterations will incur additional cost - No more than 2 round of crosswalk testing will be conducted in test databases. Additional testing rounds will incur additional cost 	Yes
<p>Additional Conversion work includes</p> <ul style="list-style-type: none"> - Strata to work with the customer to update Historical Data including: <ul style="list-style-type: none"> - GL Summary - GL Detail - AP Detail - Inventory - Statistics by Month - Provider (Planning/Budget) - Charge (no reloads) - Adding data fields and reloading historical DS data from prior years are out of scope 	Yes
A copy of the production database will be taken a night prior to the production conversion for reference of the database in the old coding structures. This database will be kept for 6 months after the copy is taken the night of the production conversion.	
Strata will conduct weekly Technical Meetings: one (1) hour call per week for the duration of each phase as established by the initially agreed upon work plan(s)	Yes

Operating Budgeting

Objectives

- Standardization of data and processes across the health system entities
- Automation of processes: more efficient, less manual work effort for a target-based approach to planning
- Provide a user interface for administrators and one for department managers to grow manager financial accountability.
- More accurate budgets and forecasts with visibility into administrator updates and better tracking of adjustments

Deliverables

Operating Budgeting Scope Summary	
Deliverable	Include in Scope?
<p>Configuration of:</p> <ol style="list-style-type: none"> 1. A standard Departmental Budget template 2. Staffing and salaries budget at a job code and/or job code/pay type level 3. Financial statement to match one (1) customer reporting format for the Income 	Yes

statement 4. Forecasted detail model (org structure, payor classes, job code groups, accounts)	
Training includes: 1. Admin training up to sixteen (16) hours 2. Train the Trainer up to two (2) hours and end user training materials	Yes
Strata Led End User Training: Two (2) hour training for up to forty (40) end users per session. If yes, how many sessions?	No 0
Weekly Technical Meetings: Strata will conduct a 1-hour weekly technical call for the duration of the project as established by the initially agreed upon work plan (up to 15 weeks following the Module Launch). Additional weekly meetings requested by the customer and/or an extension to the overall workplan duration may incur additional scope	Yes
Post Go-Live Support: 8 weeks of post go-live support up to one hour per week of call and email support	Yes
Service line modeling – Entity level encounter planning by service line, departmental charge code flexing from encounter to charge ratios, departmental volume planning based on a charge to statistic account definition. Gross charges modeling by charge code and charge to revenue account mapping NOTE: StrataJazz Cost Accounting module must be implemented	No
Reimbursement budgeting - Entity level net revenue calculations; enables the ability to export rates for outpatient and inpatient modeling, specifying the projection method by payor group, and ability to map the payor group/patient class allocation % to the accounts NOTE: StrataJazz Cost Accounting module must be implemented	Yes (GL Reimbursement) – Phase 1
Provider/Physician planning - Ability to budget provider-level volumes and compensation. Compensation can be fed in via staffing data or a supplemental file. Volumes can be fed in via Decision Support or a supplemental file. If choosing via Decision Support, the module must be implemented	Yes – Phase 1
Employee-level budgeting - Ability to budget fixed FTEs by employee by department	Yes – Phase 1
System-generated (charge based or encounter-based) statistics: Automated statistics generated from the EHR billing data NOTE: Decision support module must be implemented	No
Roster budgeting – Ability to budget physician FTEs by employee (outside of provider compensation model)	No

Operating Budgeting ERP Conversion Scope Summary	
Deliverable	Include in Scope?
Strata will identify and provide recommendations that have a downstream impact to the Planning and Performance modules based on your ERP conversion changes that are impacting any of the following areas: - Department dimension - Account dimension - Pay code dimension - Job code dimension	Yes

<p>Guidance on the Strata standard reporting updates for the applicable modules in scope.</p> <p>Data reconciliation and testing issue support will be provided where a module is not working as intended post data conversion.</p> <p>Out of scope: Strata led configuration and reconciliation of dimension and/or report updates.</p>	
<p>Customer Responsibilities</p> <ul style="list-style-type: none"> - Review dimensions (Pay Code, Account, Department, Job Code, etc.) and map attributes for new dimension members - Review and rebuild security across all financial planning modules - Review and rebuild all impacted reporting - Data reconciliation in modules, including but not limited to financial statements, extract reports, "Working Hours per Month" FTE conversion factor, etc. - Testing of modules 	Yes
<p>Operating Budgeting scope includes:</p> <ul style="list-style-type: none"> - Troubleshooting issues with client owned tasks: dimension attribute updates, budgeted department setup, payroll to general ledger link, primary statistics, system generated statistics, and reporting updates - Configuration of default pay codes for pay code groups 	Yes
<p>Strata will conduct weekly Technical Meetings: One (1) 30-minute call per week up to eight (8) weeks, starting the week prior to production conversion. Additional weekly meetings will be considered out of scope and if requested, may incur additional funds.</p>	Yes

Management Reporting

Objectives

- Provide a running commentary on budget variances so that department managers and administrators can work together to get the forecasted budget back on track
- Track target variances through monthly reports and communicate critical information to department managers, directors, and vice presidents across the organization
- Align organizational goals and ensure implementation of action plans and strategies in a timely manner
- Adjust the targets to account for changes in the volume of activity in departments, commonly known as Flexing
- Analyze actual monthly performance against the operating budget and flex budget values
- Define metrics that the organization will use to measure, track, and evaluate performance for various levels of the departmental hierarchy

Deliverables

Management Reporting Scope Summary	
Deliverable	Include in Scope?

Configuration of: 1. Metric definitions, variance rules, and commentary requirements based on customer specifications. 2. A selected predefined system-wide target source (including Current Year Budget, Prior Year Actuals, or Rolling Monthly Average (up to twelve (12) months)) to measure, track, and evaluate performance. 3. A primary statistic for each department based on monthly or system generated statistics to drive target and flex calculations. 4. Standard organizational hierarchy that includes up to six (6) levels that start with departments and roll up to a single organization or system. 5. Financial statement to match one (1) customer reporting format for the income statement. 6. Detail Data Configuration (AP, Inventory, GL)	Yes
Training includes: 1. Admin training up to eight (8) hours 2. Train the Trainer up to two (2) hours and end user training materials	Yes
Strata Led End User Training: Two (2) hour training for up to forty (40) end users per session. If yes, how many sessions?	No 0
Weekly Technical Meetings: Strata will conduct a one (1) hour weekly technical call for the duration of the project as established by the initially agreed upon work plan (up to eleven (11) weeks following the Module Launch). Additional weekly meetings requested by the customer and/or an extension to the overall workplan duration may incur additional scope	Yes
Post Go-Live Support: 4 weeks of post go-live support up to one hour per week of call and email support	Yes
Department Rollup Level Primary Statistics: Configuration for rollup level target flexing, per UOS metric calculation, or volume metric calculation	Yes
Flex Target Configuration: Allows the ability to flex a baseline target up/down by factoring in actual monthly volumes. Baseline targets are based on prior year actuals, current year budget, or a rolling monthly average based on primary statistic(s) configuration and definitions	Yes
Unique metric definitions: Ability to have different metric definitions and commentary requirements across the organization. If unique, how many distinct entities?	Standard 0
System-generated (charge based or encounter-based) statistics: Automated statistics generated from the EHR billing data NOTE: StrataJazz Cost Accounting module must be implemented	Yes
Provider based metrics: Metrics based on provider level detail for variance commentary NOTE: StrataJazz Cost Accounting module must be implemented	No
Monthly Balance Sheet, Cash Flow and Change in Net Assets Reports: One standard set of balance sheet, cash flow and change in net asset reports based on monthly actuals. Cash flow and change in net asset report is calculated based on a combination of balance sheet and income statement line items	Yes

Decision Support - Cost Accounting

Objectives

- Engage key stakeholders to inform a manageable, accurate cost model and analytics ecosystem that meets the needs of critical operational teams and initiatives.
- Configure cost models according to design decisions and stakeholder input.

- Configure analytics according to design decisions and stakeholder input.
- Validate and reconcile costing results and analytics output.
- Train the Customer team on system maintenance, the monthly costing process, and on analytics tools in StrataJazz
- Facilitate adoption and deployment of StrataJazz and key metrics into the Customer's operational reviews and processes.

Deliverables

Cost Accounting Scope Summary	
Deliverable	Include in Scope?
Configuration of: <ol style="list-style-type: none"> 1. Prior and current fiscal year cost models based on go-live fiscal year for scoped sites of care areas purchased (ex. Hospital, Physician, Home Health, etc.) 2. Up to five (5) lump sum or GL dollar allocation amounts using the Allocation Manager tool, to targeted patient populations based on the Customer data model and requirements using a StrataJazz® defined patient population and spread driver 3. Up to five (5) activity codes and cost allocations configuration to supplement charge master detail based on the Customer data model and requirements 4. Up to ten (10) base or readmission patient populations based on the Customer data model and requirements 5. Two (2) service line hierarchies based on Customer data model and StrataJazz® standard functionality 6. Five (5) Customer defined Calculated System Fields, with up to ten (10) conditions each, based on Customer data model and StrataJazz® standard functionality 7. Up to two (2) StrataJazz® standard practice dashboards based on the Customer data model and requirements 8. Up to one (1) standard cost extract during the implementation with automated SFTP integration. The extract can include the following fields: Patient, Department, Activity Code, Cost Type, and Cost Component 	Yes
Physician Cost Accounting	Yes
Training includes: <ol style="list-style-type: none"> 1. Admin training up to sixteen (16) hours 2. Train the Trainer up to two (2) hours and end user training materials 3. Super User Training up to four (4) hours 	Yes
Weekly Technical Meetings: Strata will conduct a 1-hour weekly technical call for the duration of the project as established by the initially agreed upon work plan (up to 25 weeks following the Module Launch). Additional weekly meetings requested by the customer and/or an extension to the overall workplan duration may incur additional scope	Yes
Post Go-Live Support: 4 weeks of post go-live support up to one hour per week of call and email support	Yes
Advanced Costing Functionality: The below outlines the inclusion of advanced costing functionality as part of the implementation phase. The successful integration of this functionality is contingent upon the availability and quality of the necessary data. If the data is available and meets quality standards during the data integration historical file validation phase, the advanced costing functionality will be integrated into the agreed upon implementation timeline. Should the data quality not support advanced costing methodologies during the implementation timeline, Strata will configure the best methodology available <i>HB Clinical Data</i> Supply Costing Pharmacy Costing	Yes

Time-Driven Costing <i>PB Clinical Data and Payroll Data</i> Physician Compensation	
RVU Studies 1. Pilot Approach - Strata completes RVU Studies for 2 functional areas, with up to 10 departments in each functional area 2. Larger RVU Study - Strata completes RVU Studies for 5 functional areas, with up to 10 departments in each functional area 3. No RVU Studies - RVU studies do not need to be completed as part of the implementation and can be scoped and completed post-implementation	No RVU Studies

Cost Accounting ERP Conversion Scope Summary	
Deliverable	Include in Scope?
Strata will provide best practice cost accounting recommendations as part of the project. Strata will configure and validate the current year cost model based on the ERP conversion approach. Strata will validate any previous costing methodologies included in the previous ERP setup. Any re-implementation or optimization of previous costing methodologies is considered out of scope and would require a change request.	Yes
Strata will provide proactive support for the customer in regards to analytics. Strata will provide a list of dimensions leveraged across Strata's database and Strata will also update the configuration within the analytics toolsets. Strata will update up to 1 Service Line, 5 Patient Populations, 5 Calculated System Fields, and 5 Allocation Manager configurations.	Yes
Strata will conduct weekly Technical Meetings: One (1) 60-minute call per week up to eight (8) weeks, starting the week prior to production conversion. Additional weekly meetings will be considered out of scope and if requested, may incur additional funds.	Yes

Decision Support Cost Model Design Services

Current State Assessment Deliverables:

1. Data analysis and interview summaries with overall current state assessment report out with recommendations for upstream data adjustments or sequencing and design considerations related to Direct/Indirect breakdowns, cost to charge ratios, revenue and expense alignment, cost categorization, maintenance pain points, indirect expense and charge allocation methodology.
2. Change management considerations, risks, opportunities, and critical components to successful buy-in and adoption across finance and non-finance teams.

Design Deliverables:

Design sessions with key operational stakeholders and key decision support/finance representatives to explore options and industry adopted recommendations for key cost model design decision points. Cost Model Activities will focus on capturing configuration requirements of the below items in sprint format that allows for two (2) iterations per sprint (Note: Sprint length will vary by customer, based on multiple factors. IE size and complexity). Strata to deliver Comprehensive Cost Model Blueprint and

Requirements workbook, outlining all design decisions, including context and future state considerations, as needed.

1. Sprint #1
 - a. Cost Model Overview:
 - i. Determination of which fiscal years and entities are to be included in the Cost Model
 - ii. Determination of which overhead allocation methodology to use in the Cost Model
 - iii. Determination of whether payroll data will be included in the Cost Model (viability dependent on availability of data and alignment to general ledger)
 - b. Categorize:
 - i. Department categorization design capturing department type (Direct vs Indirect vs Excluded) for active departments in the Fiscal Years being costed
 - ii. Cost Component design identifying opportunities for granularity and alignment with current Strata recommendations including opportunities to maximize usage of functionality
 - iii. Mapping of General Ledger (GL) Accounts to defined Cost Components for active accounts in the Fiscal Years being costed
 - iv. Mapping of Payroll Job Codes to defined Cost Components for active job codes in the Fiscal Years being costed
 - v. Variability Assignment at the Cost Component or Account/Job Code level categorizing as Fixed or Variable
 - vi. Statistic Driver definition design to determine which statistic drivers are needed for use throughout the cost model with focus on maximizing dynamic statistic capability
2. Sprint #2
 - a. Align
 - i. Design Reclassifications needed to align revenue and expense within the Cost Model with a focus on adjusting cost to charge ratios (CCR) for top 80% of revenue departments
 - ii. Design Overhead Allocation methodology, including Statistic Drivers and Allocation targets, for active indirect departments in the Fiscal Years being costed
3. Sprint #3
 - a. Allocate
 - i. Review Activity Code configuration to align build and output with current Strata recommendations including identifying opportunities for additional activity codes
 - ii. Design Activity Code definitions for chargeable activity that lives outside of the CDM for up to 5 Activity Codes
 - iii. Evaluate Cost Allocation methodologies currently used comparing build and output with current Strata recommendations including identifying opportunities to leverage additional advanced costing methods and design needed for those methodologies included in configuration statement of work
 - iv. Design Cost Allocation methodologies needed to allocate department activity to charges within the cost model
4. Sprint #4
 - a. Validate
 - i. Strata led cost model validation and refinement through four (4) weekly iterations with focus on addressing unallocated expense, aligning top 80% of revenue departments to industry standard cost to charge ratio as well as direct/indirect percentages
5. Spring #5
 - a. Cost Model Maintenance Process Design
 - i. Define the workflows, processes, tools, and roles/responsibilities for nuanced cost model maintenance. Design decisions to be made include:

Roles/responsibilities across decision support team, monthly process for maintaining configuration for categorize, align, allocation, stakeholder alignment and costing activities calendar

6. Spring #6
 - a. Cost Model Change Management
 - i. Cost model governance & stakeholder alignment; Communication plan & materials; Change Agent Strategy; Training strategy & materials. Cost model governance will establish cost model standards to ensure proper process for the incorporation of new mappings, methodologies, etc and ensure ongoing high cost model data integrity

Customer Responsibilities

Project Management

- Customer will provide a project manager for the overall Strata implementation both for internal business and IT efforts
- Customer Project Manager will be responsible for oversight of all Customer related activities before, during, and after implementation
- Customer Project Manager will be responsible for managing Customer resources needed, Customer work effort, risk identification and mitigation, change requests, overall timeline and scope
- Customer Project Manager will schedule necessary meetings, working sessions, validation and training efforts, and any internal approval meetings within the specified timeframes of this engagement

Data Integration

- Customer will create and test extracts from source systems to integrate into StrataJazz
- Customer will develop automation to place files on Strata's hosted SFTP server
- Customer will produce validation reports from source systems to assist Strata in reconciling data in StrataJazz
- Strata will integrate extract files from source systems into StrataJazz
- Strata will develop automation to pick up files from SFTP server
- Strata will validate that historical data loaded during the implementation reconciles to extract files and will assist Customer in reconciling to source system reports
- Strata will set up and establish a SFTP server for the implementation and ongoing automation of data from Customer's source systems into StrataJazz
- Customer agrees to escalate to Strata project leadership any issues, concerns, critical or time sensitive communications

Modules

- Customer is responsible for identifying resources and assuring capacity needed both from IT and business groups prior to project beginning to support, planning, requirements/design, configuration, testing, training and maintenance, training and roll-out.
- Customer is responsible for ensuring all system environments necessary to complete this project are available and accessible via the Strata-supported remote connection protocol
- Customer is responsible for ensuring all work and access aligns with any specifications as determined between the Customer and Strata

- Customer understands change requests must be approved by Customer prior to work beginning by Strata, and that delays in Customer approval of change requests may result in further delays and impact to original agreed upon scope, cost, and timeline
- Customer agrees to review draft deliverables and provide feedback in advance of deliverable due dates
- Customer agrees to escalate to Strata project leadership any issues, concerns, critical or time sensitive communications
- Customer agrees to transition to technical consulting for any new potential issues that may arise upon completion of post-go live support

ATTACHMENT C

RESERVED

ATTACHMENT D

CLOUD SERVICES TERMS

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

A. DEFINITIONS

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

- A.1** “CISO”: County Chief Information Security Officer or other County-designated officer responsible for cyber-infrastructure security.
- A.2** “Cloud Service”: Generally, SaaS, PaaS, and/or IaaS depending on what Service Provider is offering under this Contract.
- A.3** “CSP”: Cloud Service Provider is the contracted derivative or direct provider of Cloud Services.
- A.4** “CONUS”: Continental United States
- A.5** “County Data”: Any information, formulae, algorithms, or other content that County, County’s employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. County Data also includes user identification information, personally identifiable information, and metadata which may contain County Data or from which County Data may be ascertainable.
- A.6** “Data Breach”: Any access, destruction, loss, theft, use, modification or disclosure of County Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- A.7** “IaaS” (Infrastructure as a Service): Service Provider provides the underlying cloud infrastructure for processing, storage, networks, and other fundamental computing resources that the customer does not manage or control, but the customer has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- A.8** “PaaS” (Platform as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider that are client-created or acquired using programming languages and tools supported by the Service Provider, but deployed onto the cloud infrastructure and controlled by client.
- A.9** “Recovery Point Objective (RPO)”: The point in time at which County Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of County Data immediately preceding the interruption. The RPO is detailed in the SLA.
- A.10** “Recovery Time Objective (RTO)”: The period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.
- A.11** “SaaS” (Software as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider including network, servers, operating systems, or storage, that are accessed by client devices through a thin client interface such as a web browser.
- A.12** “SLA”: Service Level Agreement which is attached as Exhibit E of Attachment B and is hereby incorporated herein.
- A.13** “Service Provider”: Contractor, as defined in the General Terms or the individual or entity that is the owner

of the rights to the Software.

B. CLOUD SERVICE AND DATA AVAILABILITY

The Cloud Service and County Data shall be available twenty-four (24) hours per day, 365/366 days per year. If Cloud Service and County Data monthly availability averages less than 99.8% during Strata business hours (excluding scheduled maintenance as defined in Exhibit E of Attachment B), County shall be entitled to a credit according to the schedule below.

To be eligible for a credit outlined in this Section, County must notify Contractor in writing within thirty (30) days of the end of the calendar month in which County believes a credit is due. If County requested such credit within the timeframe mentioned in the preceding sentence, and Contractor confirms that a credit is due, then Contractor will apply the applicable credit to County's next invoice. If the Agreement expires or terminates before such credit is applied, then Contractor shall issue a refund to County of the credited amount.

Uptime Breach Subscription Credit Schedule:

Average Network Uptime over a one (1) month period	100% to 99.8%	< 99.8% to ≥ 99.0%	< 99.0% to ≥ 97.0%	< 97.0% to ≥ 95.0%	< 95.0%
Subscription Fee Credit	N/A	25% of one month's Subscription Fee credited	60% of one month's Subscription Fee credited	80% of one month's Subscription Fee credited	100% of one month's Subscription Fee Credited

If Strata's Network Uptime falls below ninety-nine percent (99%) for any three month consecutive period or for six months during any rolling twelve month period, in addition to the credits, Customer may terminate this Agreement for material breach.

If Cloud Service monthly availability averages less than 99.8% (excluding scheduled maintenance as defined in Exhibit E of the Agreement), for six (6) or more months in a rolling twelve-month period, County may terminate the contract for material breach. Service Provider shall provide advance written notice to County of any major upgrades or changes that will affect the Cloud Service availability.

C. DATA AVAILABILITY

Reserved.

D. SaaS and SECURITY

D.1 Certification

Service Provider shall certify:

- A.1.1** the sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract, and, if requested by County, provide a copy of its Statement on Standards for Attestation Engagements (SSAE) 18 Service Organization Control (SOC) 2 Type II audit results;
- A.1.2** its compliance with the California Information Practices Act (Civil Code Sections 1798 et seq.);
- A.1.3** its compliance with privacy provisions of the Federal Privacy Act of 1974; and
- A.1.4** its compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCI/DSS Cloud Computing Guidelines.

D.2 Safeguards

Service Provider shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section D.1.a above at all times during the term of this Contract to secure County Data from Data Breach, protect County Data and the SaaS from hacks, introduction of

viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt and/or compromise County's access to County Data.

D.3 High-Availability and Redundancy

Service Provider shall have a high-availability and a redundant environment, where the minimum requirements are:

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

D.4 Physical

Service Provider shall have a reasonable physical security environment, where the minimum requirements are:

- D.4.1** Physical access to facility, data center(s), and/or server room(s) is restricted using an access control system that utilizes iCLASS SE or multiclass SE readers.
- D.4.2** Access control system must be capable of restricting access by time of day and groups
- D.4.3** Access control system must be auditable providing customize reports on demand for inspection by the County
- D.4.4** Access control system components and batteries must be inspected annually.
- D.4.5** Access control system batteries must be replaced every 3 years or when they fail
- D.4.6** Vendor must be able retain access control history for a minimum of 3 years or as required by law
- D.4.7** Alerts are generated when physical security has been breached by the access control system or intrusion detection system
- D.4.8** Intrusion detection systems must be inspected and tested quarterly with signals sent to the central station. Testing reports must be retained for 3 years and provided on demand by the County.
- D.4.9** Intrusion detection batteries must be inspected annually and replaced every 3 years or when they fail.
- D.4.10** Facility, data center(s), and server room(s) have an appropriate Video Surveillance System in-place for surveillance.
- D.4.11** Video surveillance system must have the capability to interface with the access control system and intrusion detection system
- D.4.12** Video surveillance system must archive video as per California Government Sections § 26202.6, § 34090.6 and § 53160
- D.4.13** All access control systems, intrusion detection systems and video surveillance systems must be on the facilities emergency power system and protected by UPS.
- D.4.14** Data center have protections in-place that minimize environmental issues such as temperature, fire, smoke, water, dust, electrical supply interference, and electromagnetic radiation.
- D.4.15** A chemical fire suppression system installed in the data center as per NFPA 2001.

- D.4.16** The chemical fire suppression system must be inspected semiannually as per NFPA 2001 §8.3
- D.4.17** Smoke detectors.
- D.4.18** Water detection system.
- D.4.19** Facility must be protected 100% by an automatic fire sprinkler system with the data center being protected with an automatic pre-action fire sprinkler system.
- D.4.20** Facility automatic fire alarm system must be tested and inspected as per NFPA 25

D.5 Verification

Upon request, Service Provider shall provide a Statement on Standards for Attestation Engagements 16 (SSAE16) Service Organization Controls Report (SOC) 1 and SOC 2 Type I and Type II Reports on an annual basis. Based on the report(s), its findings and remediation planned or accomplished shall be provided to the County CISO in terms of an attestation letter. Service Provider shall also provide statistics specific to SaaS environment on a mutually agreed upon frequency with County that includes without limitation to performance, information security, network, and other pertinent SaaS data related to the Contract, at no cost to County.

D.6 Security

Service Provider assumes responsibility for the security and confidentiality, integrity, and availability of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Service Provider other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by CISO. When data is destroyed or disposed, it shall be in accordance with the National Institute of Standards of Technology (NIST) Special Publication 800-88 published by the U.S. Department of Commerce. The incorporation of the Defense of Department (DoD) standard 5220.2-M wipe method shall be used when using data destruction programs, file shredders, etc. Upon request, a confirmation of this process will be provided to the County CISO within a reasonable timeframe of the destroyed/disposed data. Remote access to County Data from outside the CONUS, including remote access to County Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the CISO.

E. ENCRYPTION

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

E.1 Data In Motion

All transmitted County Data require encryption in accordance with:

- E.1.1** NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- E.1.2** NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific
- E.1.3** Key Management Guidance; and
- E.1.4** Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

E.2 Data At Rest

All County Data at rest require encryption in accordance with:

- E.2.1** Federal Information Processing Standard Publication (FIPS) 140-2; and
- E.2.2** National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); and
- E.2.3** NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for

E.2.4 Key Management Organization; and

E.2.5 NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

E.2.6 Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

F. DATA LOCATION

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

G. RIGHTS TO DATA

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

H. RESERVED

I. DATA BREACH

I.1 Notification

Upon discovery or reasonable belief of any Data Breach, Service Provider shall notify the CISO by the fastest means available and in writing to the County Notices contact within seventy-two (72) hours after Service Provider reasonably believes a Data Breach has occurred. At a minimum, the notification shall include:

I.1.1 the nature of the Data Breach;

I.1.2 County Data accessed, used or disclosed;

I.1.3 any evidence of County Data extricated;

I.1.4 the identity of the person(s) who accessed, used, disclosed and/or received County Data (if known);

I.1.5 the law enforcement agency(ies) contacted; and

I.1.6 actions taken or will be taken to quarantine and mitigate the Data Breach; and

I.1.7 corrective action taken or will be taken to prevent future Data Breaches.

I.2 Investigation

Service Provider shall conduct an investigation of the Data Breach and shall share the report of the investigation with the CISO. If required by law, County and/or its authorized agents shall have the right to lead or participate in the investigation, in its sole discretion. Service Provider shall cooperate fully with County, its agents and law enforcement.

I.3 Post-Breach Audit

Upon advance written request, Service Provider agrees that the County or its designated representative shall have access to Service Provider's SaaS, operational documentation, records and databases, including online inspection, that relate to the SaaS that experienced the Data Breach. The online inspection shall allow the County, its authorized agents, or a mutually acceptable third-party to test that controls are in-place and working as intended. Tests may include, but not be limited to, the following:

I.3.1 Operating system/network vulnerability scans,

- I.3.2** Web application vulnerability scans,
- I.3.3** Database application vulnerability scans, and
- I.3.4** Any other scans to be performed by the County or representatives on behalf of the County.

J. DISASTER RECOVERY AND BUSINESS CONTINUITY

J.1 Notification

In the event of disaster or catastrophic failure that results in significant loss of County Data or access to County Data, Service Provider shall notify County by the fastest means available and in writing, with additional notification provided to the CISO. County will be notified within a reasonable timeframe, and establish a communication cadence to provide regular updates to County. In the notification, Contactor shall inform County of:

- J.1.1** the scale and quantity of County Data loss;
- J.1.2** Service Provider's action plan to recover County Data and mitigate the results of County Data loss; and
- J.1.3** Service Provider's corrective action plan to prevent future County Data loss.

J.2 Restore and Repair Service

Service Provider shall:

- J.2.1** restore continuity of SaaS,
- J.2.2** restore County Data in accordance with the RPO and RTO as set forth in the SLA,
- J.2.3** restore accessibility of County Data, and
- J.2.4** repair SaaS as needed to meet the performance requirements stated in the SLA.

J.3 Investigation and Audit

Service Provider shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with County. At its sole expense, Service Provider will have an independent, industry-recognized, County-approved third party perform an information security audit. Upon request, Service Provider will provide the County with a copy of the report and a written remediation plan.

[END OF CLOUD SERVICES TERMS]

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

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

A. Definitions

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

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

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

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, 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 within five (5) business days 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 no later than five (5) business days upon discovery, to CE's Office of Compliance. Notwithstanding anything to the contrary contained in this Agreement, this Agreement serves as BA's notice to CE that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by BA unless there has been a successful Security Incident. 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) Name and address of the facility where the breach occurred;

- b) Date and time the Breach or suspected Breach occurred;
 - c) Date and time the Breach or suspected Breach was discovered or Detected;
 - d) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved, including the person who performed the Breach, witnessed the Breach, used the Medical Information, or the person to whom the disclosure was made;
 - e) Name of patient(s) affected;
 - f) Number of potentially affected Individual(s) with contact information;
 - g) Description of how the Breach or suspected Breach allegedly occurred; and
 - h) Description of the Medical Information that was Breached, including the nature and extent of the Medical Information involved, including the types of individually identifiable information and the likelihood of re-identification.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
 - iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within 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.
 - c) The risk assessment and investigation documentation provided by BA to CE shall, at a minimum, include a description of any corrective or mitigation actions taken by BA.
 - iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.
6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall

provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

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

8. Access to Records

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

9. Accounting for Disclosures

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

10. Termination

CE may immediately terminate this BAA and the Contract, if CE determines that BA has breached a material term of this agreement and such breach is not curable. Where the breach is curable, CE will provide BA an opportunity to cure the breach or end the violation within thirty (30) days of BA's receipt of written notice of such breach from CE.

11. Return of PHI

Upon termination of this Agreement, BA shall destroy or 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 upon request, 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 and California law for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all third party 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 and Medical Information, including without limitation, any Breach of PHI or Medical Information, or any expenses incurred by CE in providing required Breach notifications under federal and state laws.

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, privacy, and breach notification obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then 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 E-1
Business Associate Addendum for Cloud Services
Software as a Service (SaaS)

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

1. DEFINITIONS:

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

2. SaaS AVAILABILITY: See Attachment D: Cloud Services and Conditions

3. DATA AVAILABILITY: See Attachment D: Cloud Services and Conditions

4. DATA SECURITY:

- a) In addition to the provisions set forth in the Business Associate Agreement, Contractor shall certify to the County:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2 Type II audit. Upon request, audit results and Contractor's plan to correct any negative findings shall be made available to the County within thirty (30) business days of Contractor's receipt of such results.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Addendum to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County's access to its Data.

- c) Contractor shall allow the County reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Addendum and the County's Data, at no cost to the County.
 - d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
 - e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Addendum period without prior written notice to and written approval by the County.
 - f) Contractor shall provide access to Data only to those employees, contractors and subcontractors who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to Data, staff who perform work under this agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Addendum and the associated Business Associate Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.
- 5. ENCRYPTION:** Contractor warrants that all Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) version 1.2 or equivalent and in storage at a level equivalent to or stronger than Advanced Encryption Standard (AES) 128-bit level encryption.
- 6. DATA LOCATION:** All Data will be stored on servers located solely within the Continental United States.
- 7. RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.
- 8. RESERVED**
- 9. DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Statement of Work:
- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the County by the fastest means available and also in writing. Clients will be notified within a reasonable timeframe, and establish a communication cadence to provide regular updates to County. In the notification, Contractor shall inform the County of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.

- b) If Contractor fails to respond immediately and remedy the failure, the County may exercise its options for assessing damages or other remedies.
- c) Contractor shall restore continuity of SaaS, restore Data, restore accessibility of Data, and repair SaaS as needed to meet the Data and SaaS Availability requirements under this Addendum. Failure to do so may result in the County exercising its options for assessing damages or other remedies.
- d) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.

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

- a) Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS operational documentation and records, including online inspections that relate to the security of the SaaS product purchased by the County.
- b) Contractor shall allow the County, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the County or representatives on behalf of the County.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. Upon request, audit results may be shared with the County, and provided within a reasonable timeframe. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

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

12. INSURANCE REQUIREMENTS: Contractor shall, at its own expense, secure and maintain for the term of this contract, Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of

electronic information, extortion and network security. The policy shall cover breach response cost as well as any regulatory fines and penalties.

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



ATTACHMENT F

Levine Act

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

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

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

DEFINITIONS

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

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

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

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

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise

share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

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

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

1. Name of Contractor: Strata Decision Technology, LLC

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

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

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

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

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

Company Name	Relationship
Roper Technologies	Parent Entity

6. Name of agent(s) of Contractor:

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

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

Company Name	Subcontractor(s):	Principal and//or Agent(s):
<u>N/A</u>		

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

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

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

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

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.