



Contract Number

SAP Number

## Department of Behavioral Health

Department Contract Representative	Eric Williams
Telephone Number	(909) 388-0951
Contractor	Objective Arts, LLC
Contractor Representative	Stephen H. Grant
Telephone Number	(312) 977-1150
Contract Term	October 1, 2024 through September 30, 2029
Original Contract Amount	\$1,280,000
Amendment Amount	
Total Contract Amount	\$1,280,000
Cost Center	9204201000
Grant Number (If applicable)	

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, County requires to procure the Products and/or 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 – OBJECTIVE ARTS, LLC, SERVICE ORDER #1
- ☒ Exhibit A-1 – OBJECTIVE ARTS, LLC, SOFTWARE AS A SERVICE AGREEMENT
- ☒ Attachment B – BUSINESS ASSOCIATE AGREEMENT
- ☒ Attachment B-1 – BUSINESS ASSOCIATE ADDENDUM FOR CLOUD SERVICES
- ☒ Attachment C – 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”: computer programs, procedures, rules, routines, or subroutines and any associated documentation pertaining to the operation of a computer system, including software designed to fill specific needs of a user; software that controls the execution of programs, and software that provides services such as resource allocation, scheduling, input/output control, and data management; application-independent software that supports the running of application software; software designed to facilitate the operation and maintenance of a computer system and its associated programs; and computer programs or routines designed to perform some general support function required by other application software, by the operating system, or by the system users, such as formatting electronic media, making copies of files, or deleting files.
- A.11** “SOW”: a statement of work or work order that identifies Services provided by Contractor, including a detailed task list or specifications, the estimated period of performance, the fixed price or hourly rate to be charged for the Services, together with any milestones, acceptance criteria and other information regarding the scope of work, as mutually agreed by the Parties.

## **B. GENERAL CONTRACT REQUIREMENTS**

### **B.1 Recitals**

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

### **B.2 Contract Amendments**

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

### **B.3 Contract Assignability**

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

### **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. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**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**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**B.11 Primary Point of Contact**

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

**B.12 County Representative**

The San Bernardino County Board of Supervisors 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.

**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 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable. To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

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

#### **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 Ownership of Documents**

Except as provided in Exhibit A-1 (Objective arts, LLC, Software as a Service Agreement), all documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**B.29 Air, Water Pollution Control, Safety and Health**

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

**B.30 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.31 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.32 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.33 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.34 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.35 Subcontracting**

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

**B.35.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**B.35.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

**B.35.3** 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.36 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.37 Termination for Convenience**

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

### **B.38 Time of the Essence**

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

### **B.39 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.40 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.41 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.42 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.43 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed solely for County under this Contract including those covered by copyright, excluding Objective Arts Materials (as defined in Exhibit A-1 (Objective arts, LLC, Software as a Service Agreement), and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced solely for County in connection with Contractor's provision of services under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled by Contractor solely pursuant to this Contract must be filed with the County prior to publication.

#### **B.44 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.45 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.46 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.47 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment C- Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or 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 \$250 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 \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

#### **B.48 Privacy and Security**

Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).

In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of Personally Identifiable Information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.

Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing and providing a copy to DBH of reasonable and appropriate written policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and training at least annually and retain training records for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, and limiting access to those persons who have a business need.

Contractor shall comply with the data security requirements set forth by the County as referenced in Attachment II.

Reporting of Improper Access, Use or Disclosure or Breach

Contractor shall report to DBH Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later

than one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the Contractor shall complete the following actions:

**B.48.1** Notify DBH Office of Compliance in writing, by mail, fax, or electronically, of such incident no later than one (1) business day and provide DBH Office of Compliance with the following information to include but not limited to:

Date the potential breach occurred;

Date the potential breach was discovered;

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

Number of potentially affected patients/clients; and

Description of how the potential breach allegedly occurred.

**B.48.2** Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.

**B.48.3** Provide completed risk assessment and investigation documentation to DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:

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

The unauthorized person who used PHI or to whom it was made;

Whether the PHI was actually acquired or viewed; and

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

**B.48.4** Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).

**B.48.5** Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

## **C. TERM OF CONTRACT**

This Contract is effective as of October 1, 2024, and expires September 30, 2029 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 \$1,280,000, 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 herein, 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) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

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

### **E.2 Additional Insured**

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

### **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**

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 to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**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 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 shall be declared to and approved by Risk Management.

**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 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

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

## **F. RIGHT TO MONITOR AND AUDIT**

**F.1** The County, State and Federal government shall have 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.

**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 shall be a material breach of this Contract.

**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 a 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 immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## **H. NOTICES**

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

*Timothy E. Hougen, Ph.D.  
303 East Vanderbilt Way, 4th Floor  
San Bernardino, CA 92415  
Office Phone: 909-388-0817*

*Matthew Deceunynck  
20 N. Wacker Drive, Suite 580  
Chicago, IL 60606  
Office: 312-977-1150  
Direct: 773-947-4392  
mdeceunynck@objectivearts.com*

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 Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[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

OBJECTIVE ARTS, LLC

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Stephen H. Grant  
(Print or type name of person signing contract)

Title President  
(Print or Type)

Dated: \_\_\_\_\_

Address 20 N. Wacker Drive, Suite 580  
Chicago, IL 60606

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
  
►  
Bonnie Uphold, Supervising Deputy County  
Counsel  
  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
  
►  
Ellayna Hoatson, Contracts Supervisor  
  
Date \_\_\_\_\_

Reviewed/Approved by Department  
  
►  
Georgina Yoshioka, Director  
  
Date \_\_\_\_\_



**OBJECTIVE ARTS, LLC**  
**SERVICE ORDER #1**  
**ATTACHMENT A**

This Service Order (“**Order**”) is entered into on September 24, 2024, pursuant to the Software as a Service Agreement dated September 24, 2024, (the “**SaaS Agreement**”) between Objective Arts, LLC, an Illinois limited liability company (“**OA**”) and the Customer identified in the SaaS Agreement (“**Customer**”). Any capitalized terms used in this Order that are not defined in this Order have the meanings set forth in the SaaS Agreement.

**1. SAAS SERVICES.**

**1.1** This Service Order is a continuation of the SaaS Services provided to Customer under the Software License Agreement between Objective Arts and Customer, Contract 19-646 for the contract period 2019-2024. The SaaS Services provided are the same as those provided under the prior agreement with no new features or functionality, except to the extent modified by this Order and the SaaS Agreement.

**1.2** The SaaS Services include the following:

- Tool (e.g. CANS ANSA, etc.) electronic data collection
- Tool administration, approval
- Tool history and compare functionality
- Unlimited CANS/ANSA clients/year and up to 12 CANS assessments per client during that year
- Accessibility from any internet connected computer
- Unlimited Caseworker and Employee access to the SaaS platform
- Basic Security and Confidential Data Protection
- Basic Data Export
- User Administration

**2. PRICE.**

**2.1** Base SaaS Fee. During the Initial Term, the following amounts will be due in advance on or before October 1 for each year:

- Year 1, due October 1, 2024 \$205,000
- Year 2, due October 1, 2025 \$210,000
- Year 3, due October 1, 2026 \$215,000
- Year 4, due October 1, 2027 \$220,000
- Year 5, due October 1, 2028 \$225,000

**2.2** Enhancements. Additional Modifications as requested, custom configuration, dashboarding and elective reporting not to exceed \$41,000 per year. Pricing will be based on OA’s then current hourly rates and will be invoiced periodically as needed, due upon receipt.

**2.3** Reporting. Upon request, additional reports will be charged at the following rates and will be invoiced periodically:

- Basic Reports: \$3,500
- Custom Reports: \$7,500



**OBJECTIVE ARTS, LLC**  
**SERVICE ORDER #1**

- Complex Reports: \$15,000

The determination about whether a report is basic, custom or complex will be made by OA. If OA determines that the report is custom or complex, it will notify Customer in advance of completing any work on the report. Additional reporting charges will be invoiced periodically as needed, due upon receipt.

**2.4 General.** This Service Order does not include application configuration or additional modules outside the scope of the existing Customer instance. The fees do not include expenses, taxes, or third party products required for performance of the SaaS Services, and Customer will be responsible for such items.

**3. TERM.** The initial term of this Order starts on October 1, 2024 and, if not sooner terminated pursuant to this Order or under Section 10 of the SaaS Agreement, continues until September 30, 2029 (“**Initial Term**”). Thereafter, this Order will automatically renew for one successive one-year term (the “**Renewal Period**”) at the most recent annual fee + \$5,000 unless and until it is terminated as provided in this Order or the SaaS Agreement or a party elects not to renew by giving thirty (30) days written notice to the other party prior to the expiration of the Initial Term, or any Renewal Period, as applicable. The Initial term and the Renewal Period are collectively referred to as the “**Term**.”

**4. ADDITIONAL TERMS**

**4.1** OA’s BHAP platform supports multiple versions of an assessment and assessment documentation. The SaaS Services under this Order includes the configuration of one (1) CANS assessment version and corresponding documentation. Any additional CANS assessment version will be charged a one-time \$5,000 configuration fee.

**4.2** Other assessment instruments can also be run on the OA platform (e.g., ANSA, FAST, CSPI). If requested, these additional assessments may be added via a new Service Order which will include pricing, timing and other material terms.

**4.3** OA-SMR is a Commercial Off The Shelf (COTS) product.

**4.4** Data Export Capability from Reports in csv, xls & pdf formats. Batch data export capability to external database or report-writer tool to be defined.

**4.5** The SaaS Services support the latest versions of Firefox, Safari, Chrome, and Microsoft Edge.

**4.6** Hosting costs may be passed on to Customer if usage requirements exceed a standard Objective Arts hosted instance. Such costs will be itemized on a separate invoice.

**4.7** This Order is confidential and cannot be shared with any other organization or person within or outside of California.

**5. TRAINING.** Remote administrator training is included. A project Wiki site with documentation and help is included.

**6. SUPPORT**

**6.1** Objective Arts will provide email and phone support to designated Customer representatives. Objective Arts will not provide support to Partner Agencies.

**6.2** Objective Arts will have a designated support representative dedicated to Customer.

**6.3** The Objective Arts support representative will be available during business hours, central time.

**6.4** Customer may identify up to 3 support contacts in writing to Objective Arts. Initially, those contacts will be:

- Jill Smith  
[jjsmith@dbh.sbcounty.gov](mailto:jjsmith@dbh.sbcounty.gov)  
909-387-5320
- Keith Haigh  
[khaigh@dbh.sbcounty.gov](mailto:khaigh@dbh.sbcounty.gov)



**OBJECTIVE ARTS, LLC  
SERVICE ORDER #1**

909-388-0961

- Timothy E. Hougen, Ph.D.  
[thougen@dbh.sbcounty.gov](mailto:thougen@dbh.sbcounty.gov)  
909-388-0817

**6.5** Objective Arts will respond to email and phone support questions within 24 hours (during regular business hours, central time).

**7. Responsible Parties.**

**7.1** The designated Objective Arts Account Manager is:

Matthew Deceunynck  
20 N. Wacker Drive, Suite 580  
Chicago, IL 60606  
Office: 312-977-1150  
Direct: 773-947-4392  
[mdeceunynck@objectivearts.com](mailto:mdeceunynck@objectivearts.com)

**7.2** Customer contacts:

- DBH Project Manager  
Jill Smith  
658 E. Brier Drive, Suite 150  
San Bernardino, CA 92415  
Office Phone: 909-387-5300
- Customer Billing Contact  
DBH Fiscal Department  
303 East Vanderbilt Way, 4<sup>th</sup> Floor  
San Bernardino, CA 92415  
Office Phone: 909-388-0900  
[procurement@dbh.sbcounty.gov](mailto:procurement@dbh.sbcounty.gov)  
[karina.gallegos@dbh.sbcounty.gov](mailto:karina.gallegos@dbh.sbcounty.gov)

At least one Customer contact will be available during regular business hours 9:00 am to 4:00 pm Pacific Time Zone.

IN WITNESS WHEREOF, the parties to this Order have caused it to be executed by their duly authorized officers as of the Effective Date

**OBJECTIVE ARTS, LLC**

**SAN BERNARDINO COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: STEPHEN H. GRANT

Name: DAWN ROWE

Title: President

Title: Chair, Board of Supervisors



**OBJECTIVE ARTS, LLC**  
**SOFTWARE AS A SERVICE AGREEMENT**  
**EXHIBIT A-1**

This Software as a Service Agreement (“**Agreement**”) is made as of September 24, 2024 (the “**Effective Date**”) by and between the County of San Bernadino (“**Customer**”) and Objective Arts, LLC, an Illinois limited liability company with its principal place of business at 20 North Wacker Driver, Chicago, IL, 60606 (“**Objective Arts**”).

**PREAMBLE**

Objective Arts creates and provides Web-based Software as a Service (“**SaaS**”) solutions for government, charitable and other organizations to automate and administer various assessments, outcomes and analysis for behavioral health and related programs through, among other services, its Web-based Behavioral Health Analytics Platform. Customer desires to receive services through the Objective Arts platform as set forth in this Agreement.

In consideration for the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS.** The following terms shall have the meanings stated:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Client**” means any individual regarding whom Customer has or intends to have data or other information that Customer further intends to transfer to Objective Arts for storage and analysis using the SaaS Services.

“**Client Data**” means any data that relates to a Client and that is acquired, processed, stored, or distributed using the SaaS Services.

“**Customer Content**” means materials and content provided, created or coded by Customer solely, or jointly with other third parties, without the assistance of Objective Arts or use of any Objective Arts Materials (including but not limited to text, Customer-provided software, trademarks, logos, HTML coding, domain names, links, graphics, audio, video and Customer Data) that Customer makes available for use by Users by means of the SaaS Services.

“**Customer Data**” means data other than Client Data, however contained or formatted, that is provided or submitted by Customer or any User in the course of using the SaaS Services that relates to the internal operations of Customer or any Partner Agency. Customer Data does not include any data created, provided or submitted by Objective Arts (solely or jointly with others), even if created, submitted or provided at Customer’s request or with Customer’s assistance.

“**Malicious Code**” means software viruses, worms, time bombs, Trojan horses and other harmful or malicious computer code, files, scripts, agents or programs.

“**Partner Agency**” means any entity that is authorized by Customer and identified in a Service Order to use the SaaS Services for the purpose of providing services to Clients.

“**Objective Arts Materials**” means the software, source code, object code, configuration code in JavaScript Object Notation or any other non-declarative programming language or declarative syntax, systems, configuration descriptions in prose, documentation (including but not limited to, text, scripts, trademarks, logos, HTML coding, domain names, links, graphics, audio, video and data), ideas, know-how, algorithms, and processes utilized to provide the SaaS Services or contained or made available to Customer and Users while using the SaaS Services, and all modifications, enhancements and intellectual property related thereto. Objective Arts Materials include, without limiting the foregoing, configuration code or configuration options created or elected by Users and their employees using Objective Arts’ administrative tools contained within the SaaS Services. Objective Arts Materials also includes all written materials relating to the operation and use of the software made available to Customer as part of the SaaS Services including, but not limited to, user manuals, user guides, technical manuals, release notes, and online help files, and any other materials prepared in connection with any software modification, correction, or enhancement.



## OBJECTIVE ARTS, LLC SOFTWARE AS A SERVICE AGREEMENT

**“SaaS Services”** means internet-accessible services provided by Objective Arts and remotely accessed by Customer and Users that are ordered by Customer under one or more Service Orders, including associated offline components.

**“Service Order”** means the ordering documents for purchases of SaaS Services, that are signed or electronically accepted by Objective Arts and Customer from time to time.

**“Term”** has the meaning described in Section 10.1

**“Users”** means Customer’s or any Partner Agency’s employees, consultants, contractors, agents and other individuals who are authorized by Customer to use a SaaS Service and have been supplied user identifications and passwords by Customer or on Customer’s behalf.

**2. GRANT OF LICENSE.** Provided Customer complies with restrictions below in Section 4.3 and subject to the terms and conditions of this Agreement, Objective Arts hereby grants to Customer a non-exclusive, non-transferable right to access and use, and to allow Users to access and use, the SaaS Services during the Term, solely for Customer’s own internal business purposes. All rights not expressly granted to Customer are reserved by Objective Arts and its licensors.

### **3. SAAS SERVICES**

**3.1 Generally.** Objective Arts shall make the SaaS Services available to Customer pursuant to this Agreement and the relevant Service Orders during the Term.

#### **3.2 SaaS Service Extensions, Modifications or Updates.**

**3.2.1** Objective Arts may modify, enhance or update the features and functions of the SaaS Service at any time, provided the modification, enhancement or update does not materially reduce features and functionality provided pursuant to an outstanding Service Order.

**3.2.2** A new Service Order will be required for additional SaaS Service, including, requests for larger Client pool, additional features not currently available, or any other material changes requested by Customer to the SaaS Service.

**3.2.3** Objective Arts does not do custom or work-for-hire development. If a requested new feature is unique to Customer and not generally available to Objective Arts’ customers, Objective Arts, at its sole discretion, may offer a new Service Order to Customer setting forth pricing, timing and other terms and conditions under which it will provide the requested new feature. Customer acknowledges that any new features added to the SaaS Service, and any suggestions or ideas regarding the requested new feature, will be Objective Arts Materials subject to all limitations and restrictions set forth in this Agreement.

**3.3 Training.** Objective Arts will provide Customer with training on the SaaS Services if and as described in one or more Service Orders.

**3.4 Support.** Objective Arts will provide Customer with technical support regarding the use of the SaaS Services if and as described in one or more Service Orders.

**3.5 Third-Party Vendors.** Objective Arts may use third-party developers, vendors, service providers, platforms or consultants (**“Third-Party Vendors”**) to provide services as part of the SaaS Services, including, but not limited to, services relating to cloud services, hosting, server management, fraud detection, and other components necessary for the SaaS Services. Customer consents to the use of these Third-Party Vendors, as well as the use by the Third-Party Vendor of the Customer Data and the Client Data, solely for the purpose of providing the SaaS Services.

#### **3.6 Service Level Agreement**

**3.6.1** The SaaS Services will be available at least 99.00% of each month during the Term, excluding Excused Downtime (defined below). For each month, the percentage of time the SaaS Services are available is calculated as follows: (a) (i) the hours in month that the SaaS Services were available + hours in month that SaaS



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Services were not available due to an Excused Downtime, divided by (ii) total hours in month, multiplied by (b) 100 (“**Availability**”).

**3.6.2 “Excused Downtime”** means time during which the SaaS Services are not available due to: (a) scheduled maintenance or updates to the SaaS Services that are made during off-peak hours; (b) internet or cellular access, failures of communication lines, utilities, cloud environment, or related problems; (c) malicious attacks on the SaaS Services or related systems and networks, including but not limited to phishing and other use of Malicious Code; (d) issues with Customer’s, any User’s or a third party’s equipment, software or technology that was not provided by Objective Arts and is not under Objective Arts’s control; (e) inability to deliver services because of acts or omissions of Customer or any User; or (f) other causes beyond Objective Arts’ control, including without limitation, natural disasters, epidemics, pandemics, strikes, lockouts, riots, and acts of terrorism or war.

**3.6.3** If the uptime falls below the standards in paragraph 1, Objective Arts will credit Customer on its next payment in an amount equal to (a) (100-Availability) divided by 100, multiplied by (b) the then current monthly fees (as set forth in all Service Orders) for the applicable month (e.g., if Availability is 98.9, then Customer will receive a credit in the amount of .011 times the applicable monthly fees).

**3.6.4** In order to receive downtime credit, Customer must notify Objective Arts in writing as soon as practicable after notice of downtime, but in no event later than 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit.

**3.6.5** The remedy provided in this Section 3.6 is Customer’s sole and exclusive remedy for failure of the SaaS Services.

## 4. USE OF THE SAAS SERVICES

### 4.1 Customer Responsibilities.

**4.1.1** Customer shall provide commercially reasonable information and assistance to Objective Arts to enable Objective Arts to configure, implement and deliver the SaaS Services. Upon request from Objective Arts, Customer shall promptly deliver Customer Content to Objective Arts in an electronic file format specified and accessible by Objective Arts. Customer acknowledges that Objective Arts’ ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.

**4.1.2** Customer shall be solely responsible for the accuracy, quality, integrity and legality of the Client Data and the Customer Data, the means by which the Client Data and the Customer Data was acquired, and obtaining any necessary authorizations to submit the Client Data and the Customer Data to the SaaS Services

**4.1.3** Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that Objective Arts exercises no control over the content of the information transmitted by Customer or Users through the SaaS Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

**4.1.4** Customer shall: (a) use commercially reasonable efforts to protect all usernames and passwords enabling access to the SaaS Services, (b) use commercially reasonable efforts to prevent the receipt, sending or storage of Malicious Code, and (c) notify Objective Arts immediately of any unauthorized use of any password or username, any Malicious Code or any other known or suspected breach of security. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Services, and notify Objective Arts promptly of any such unauthorized access or use.

**4.1.5** Customer acknowledges that it is Customer’s obligation to inform Users and Clients of the processing of Client Data and information regarding Clients pursuant to this Agreement and to ensure that such Clients have given any necessary consent to such processing as required by all applicable data protection legislation.



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**4.1.6** Customer is solely responsible for obtaining all licenses and permissions necessary related to the Customer Content. Customer grants to Objective Arts the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use any Customer Content for the purpose of including them in Customer's user interface of the SaaS Services.

**4.1.7** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the SaaS Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and User passwords) and files.

**4.2 Users and Partner Agencies.** Customer shall be responsible for Users' and Partner Agencies' compliance with this Agreement. Customer will identify all Partner Agencies to be authorized to use the SaaS Services in a Service Order (or other written notice) and will advise Objective Arts of the name and email address for a responsible person authorized to approve contracts for each Partner Agency. If requested, prior to use of the SaaS Services by a Partner Agency or any User who is granted access through that Partner Agency, the authorized person shall have agreed to Objective Arts' form of terms and conditions for a Partner Agency separately presented to a Partner Agent on or before first use of the SaaS Services (the "**Partner Agency Terms and Conditions**"). Any User is subject to the Privacy Statement and User Agreement as provided from time to time on the Objective Arts website. Objective Arts may terminate the access rights of any Partner Agency or User if it deems that the Partner Agency or User is not in compliance with this Agreement, any relevant Service Order, the Partner Agency Terms and Conditions, and any Privacy Statements and User Agreements on the Objective Arts website. In the event of a termination of this Agreement or any Service Order for any reason, Objective Arts may contact any Partner Agency directly to make arrangements for continued use of the SaaS Services so as to provide seamless transition or other services, including new services, to the Partner Agency.

### **4.3 Restrictions.**

**4.3.1** Customer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the SaaS Services or the Objective Arts' Materials in any way.

**4.3.2** Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the SaaS Services or Objective Arts Materials; modify, translate, or create derivative works based on the SaaS Services or any Objective Arts Materials; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; remove any proprietary notices or labels; or create Internet links to the SaaS Services (other than on a Partner Agency's, or Customer Affiliate's, website) or "frame" or "mirror" any Objective Arts Materials on any other server or wireless or Internet-based device.

**4.3.3** Customer shall not knowingly: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store Malicious Code; (iv) interfere with or disrupt the integrity or performance of the SaaS Services or the data contained therein; or (v) attempt to gain unauthorized access to the SaaS Service or its related systems or networks.

**4.3.4** Customer may not access the SaaS Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

## **5. PAYMENT TERMS**

**5.1 Fees.** Customer shall pay the fees specified in each applicable Service Order at the time and on the terms set forth in the Service Order. Objective Arts will not be required to refund fees under any circumstances.



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**5.2 Reservation.** Except as otherwise expressly set forth in this Agreement or a Service Order, Objective Arts reserves the right to increase fees upon any term renewal if Objective Arts notifies Customer of the increase at least thirty (30) days prior to the date the term will renew.

**5.3 Taxes.** Customer shall be responsible for all taxes associated with the SaaS Services other than taxes based on Objective Arts' net income.

### 6. PROPRIETARY RIGHTS

**6.1 Data Ownership.** As between Objective Arts and Customer, Customer exclusively owns all rights, title and interest in and to all of the Customer Data and the Client Data. Customer acknowledges that Customer Data, Client Data and information regarding Customer and Clients that is provided to Objective Arts and its Third-Party Vendors in connection with this Agreement may be processed by Objective Arts and its Third-Party Vendors to the extent necessary to provide the SaaS Services. Customer consents to Objective Arts' retention of a copy of Customer Data and Client Data. Customer consents to Objective Arts' use of Customer Data and Client Data 1) for the purposes of performing the SaaS Services under this Agreement, 2) to improve the availability, functionality, quality, safety and security of Objective Arts' products and services, including use of Client Data for machine-learning development, 3) to develop new products and services, 4) for research, evaluation of use, and troubleshooting and 5) for the creation of databases and research tools to be made available to third parties for the purposes of improving information and data analysis in the behavioral health field. In all cases, Objective Arts will share or transfer Customer Data or Client Data to third parties only when necessary to perform the SaaS Services, or in a deidentified, anonymized, pseudonymized, or aggregated form. Objective Arts has no obligation to retain copies of Customer Data and Client Data and may delete Customer Data and Client Data at its discretion at any time after ninety (90) days after termination of this Agreement.

**6.2 SaaS Services and Objective Arts Materials.** Objective Arts owns and retains all right, title and interest in and to the SaaS Services and all Objective Arts Materials. Objective Arts owns all right, title and interest in and to all intellectual property rights in the SaaS Services and the Objective Arts Materials, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof. This Agreement does not grant Customer any intellectual property license or rights in or to the SaaS Services, the Objective Arts Materials or any of their components, except as specifically provided herein. Customer recognizes that the SaaS and its components are protected by copyright and other laws.

**6.3 Feedback.** Objective Arts has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer, the Partner Agencies, the Users or Clients give Objective Arts, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Objective Arts' right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Feedback will not be considered Customer's trade secret. "**Feedback**" refers to any enhancement request, recommendation, suggestion or idea for improving or otherwise modifying any of Objective Arts' products or services.

### 7. CONFIDENTIALITY

**7.1 Definition of Confidential Information.** Either party ("**Disclosing Party**") may make Confidential Information (as described in this Section) available to the other party ("**Receiving Party**"). Customer's Confidential Information shall include Customer Data and the Client Data. Objective Arts' Confidential Information shall include the SaaS Services and the Objective Arts Materials. Confidential Information of each party shall include the terms and conditions of this Agreement and all Service Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party as can be documented by written evidence.

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**7.2 Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) the Receiving Party shall not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of, or as permitted in, this Agreement, and (iii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have confidentiality obligations to the Disclosing Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Objective Arts may disclose Customer's Confidential Information to its Third-Party Vendors solely to the extent necessary to provide products or services under this Agreement.

**7.3 Protection of Customer Data and Client Data.** Without limiting the above, Objective Arts shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Client Data. Objective Arts shall not (a) disclose the Client Data except as permitted in this Agreement or compelled by law in accordance with Sections 7.4 or as expressly permitted in writing by Customer, or (b) use the Client Data except to provide the SaaS Services or as permitted under Section 6.1 or to prevent or, at Customer's request, to address service or technical problems, or at Customer's request, in connection with customer support matters. In the event of any security breach of Objective Arts' systems which Objective Arts reasonably suspects adversely affected Client Data, Objective Arts will promptly notify Customer of such security breach and take reasonable steps to terminate the suspected unauthorized access or otherwise remediate the security breach. Objective Arts will cooperate with any investigation of such breach by Customer or third-party regulators and law enforcement.

**7.4 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party or Customer Content if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonably assists, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information or Customer Content as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information or Customer Content.

**7.5 Return of Confidential Information.** Upon termination of this Agreement, upon the request of the Disclosing Party, the Receiving Party shall return all copies of Confidential Information to the Disclosing Party or certify, in writing, the destruction thereof; provided that the Receiving Party may permit its legal counsel to retain one archival copy of such information.

**7.6 Injunction.** Each Party agrees that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Section 7; (b) it would be difficult to determine the damages resulting from its breach of this Section 7, and such breach would cause irreparable harm to a Disclosing Party; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that the Disclosing Party prove actual damage or post a bond or other security. The Receiving Party waives any opposition to such injunctive relief or any right to such proof, bond, or other security.

**8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

**8.1 Objective Arts' Representations and Warranties.**

**8.1.1** Objective Arts represents and warrants that the SaaS Services will comply with the material functionality described in the applicable Service Order, other than minor errors, "bugs," defects or cosmetic issues. Customer's sole and exclusive remedy for a breach of this warranty shall be that Objective Arts shall use commercially reasonable efforts to correct such errors or modify the SaaS Services to achieve the material functionality described in the applicable Service Order within a reasonable period of time. However, Objective Arts shall have no obligation with respect to this warranty claim unless notified of such claim within ten (10) days of the first material functionality problem. Further, Objective Arts shall have no obligation with respect to a warranty claim under this Section 8.1.1 where any alleged nonconformity is due to User error or the refusal by Customer to consent to Third-Party Vendor services which Objective Arts determines necessary for the functioning of the SaaS Services.

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**8.1.2** Objective Arts represents and warrants that Objective Arts has all rights and authorizations necessary to grant access and use rights to the SaaS Services as described in this Agreement, and no part of the SaaS Services is or will be infringing or otherwise violate any intellectual property rights of any third party. Customer's sole and exclusive remedy for a breach of this warranty shall be for Objective Arts, at its expense and in its sole discretion, to (a) secure for Customer the right to continue using the SaaS Services; (b) replace or modify the SaaS Services to make them noninfringing; or (c) refund the fees paid for the SaaS Services for every month remaining in the then current Term following the date after which Customer access to the SaaS Services ceases as a result of such breach of warranty. Objective Arts shall have no obligation with respect to a warranty claim under this Section 8.1.2 where any alleged infringement is the result of (i) Customer's or any User's modification of the SaaS Services or Customer's or any User's combination of the SaaS Services with other products or services if the SaaS Services would not have been infringing but for such combination or modification, (ii) Customer's or any User's use of the SaaS Services in a manner not authorized herein or for which it was not designed, (iii) Customer's or any User's failure to use an updated non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, or (iv) changes to the SaaS Services made by Objective Arts at the direction of Customer or any User.

**8.2 Mutual Representations and Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement.

**8.3 Disclaimer.** OBJECTIVE ARTS DOES NOT REPRESENT THAT (A) CUSTOMER'S USE OF THE SAAS SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE; (B) THE SAAS SERVICES WILL MEET CUSTOMER REQUIREMENTS; (C) ALL NON-MATERIAL ERRORS IN THE SAAS SERVICES AND THE OBJECTIVE ARTS MATERIALS WILL BE CORRECTED; (D) THE SYSTEM THAT MAKES THE SAAS SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (E) THE SAAS SERVICES WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY OBJECTIVE ARTS; (F) THE OPERATION OF THE SAAS SERVICES WILL BE SECURE OR THAT OBJECTIVE ARTS AND ITS THIRD-PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA, CLIENT DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION; OR (G) ANY STORED CUSTOMER DATA OR CLIENT DATA WILL BE ACCURATE OR RELIABLE. CUSTOMER ACKNOWLEDGES THAT OBJECTIVE ARTS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

**8.4** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SAAS SERVICES AND THE OBJECTIVE ARTS MATERIALS ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**9. LIMITATION OF LIABILITY**

**9.1 Liability Cap.** Each Party agrees that regardless of the form of any claim that Party may have under this Agreement or otherwise, a Party's aggregate liability for any damage to the other Party or to any other party in connection of this Agreement under any theory of liability shall not exceed the SaaS Services fees paid by Customer under this Agreement for the one-year period prior to the event. There shall be only one aggregate liability cap under this Agreement even if there are multiple claims; each claim shall reduce the amount available in the aggregate liability cap. Objective Arts will not be liable for damages arising from a breach, unauthorized access, or misuse of, or intrusion into, Customer's computers or data residing on Objective Arts' server(s) or equipment on Customer's premises, or any network used by Customer. Objective Arts shall not be liable for any damages resulting from the loss or corruption of any data or content whether resulting from delays, nondeliveries, misdeliveries, service interruptions or otherwise.

**9.2 Damage Waiver.** NEITHER PARTY WILL BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE, RESULTING FROM THE USE OF THE SAAS SERVICES OR THE INABILITY TO USE THE SAAS SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



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### 10. TERM AND TERMINATION; SUSPENSION

**10.1 Term of Agreement.** The term of this Agreement begins on the Effective Date and, if not sooner terminated pursuant to this Agreement, continues until the termination of all Service Orders, unless the parties agree to continue this Agreement without active Service Orders (the “**Term**”). Early termination of this Agreement under Section 10.2 below will automatically terminate any Service Order in effect.

**10.2 Termination for Cause.** Either party may terminate this Agreement immediately (a) upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach, (b) a suspension under Section 10.3 or 10.4 has occurred and continues for a period of 60 days, or has occurred more than once in any twelve month period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**10.3 Suspension for Non-Payment.** Objective Arts reserves the right to suspend delivery of the SaaS Services if Customer fails to timely pay any amounts due to Objective Arts under this Agreement, but only after Objective Arts notifies Customer of such failure and such failure continues for thirty (30) days. Suspension of the SaaS Services shall not release Customer of its payment obligations under this Agreement. Customer agrees that Objective Arts shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Customer’s nonpayment.

**10.4 Suspension for Ongoing Harm.** Objective Arts reserves the right to suspend delivery of the SaaS Services if Objective Arts reasonably concludes that Customer or a User’s use of the SaaS Services is causing immediate and ongoing harm to Objective Arts. Objective Arts shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section.

#### **10.5 Effect of Termination.**

**10.5.1** Upon termination of this Agreement, Objective Arts shall immediately cease providing the SaaS Services and all usage rights granted under this Agreement shall terminate. For clarity, and without limiting the foregoing, upon termination, **neither Customer nor any User will have access to the SaaS Services for purposes of communication with Partner Agencies or Clients, reporting or auditing.**

**10.5.2** Upon termination, at Customer’s request, Objective Arts will deliver to Customer, or upon Customer’s written request, to Customer’s replacement service provider, a copy of all of Client Data in Objective Arts’ possession. Objective Arts will provide it to Customer in Objective Arts’ standard format within thirty (30) days after Customer’s request; provided Customer makes the request within 30 days of termination. Once the data is transferred as provided in this Section, or if Customer fails to make a request for data transfer, Objective Arts shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to the use or transfer of the Client Data.

**10.5.3** If Objective Arts terminates this Agreement for cause under Section 10.2, then Customer shall immediately pay to Objective Arts all amounts then due under this Agreement and to become due during the remaining term of this Agreement and any outstanding Service Orders, but for such termination.

**10.6 Surviving Provisions.** Sections 4 (Use of the SaaS Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.5 (Effect of Termination), 11 (Indemnification) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

### 11. INDEMNIFICATION.

**11.1 Objective Arts Indemnity.** Objective Arts shall indemnify, defend and hold Customer (including Customer and Customer’s Affiliates’ members, directors, trustees, officers, shareholders, employees, representatives and agents) harmless from and against any and all claims, liabilities, obligations, judgments, suits, proceedings, causes of actions, assertions, allegations, government fines and penalties, and investigations to the extent arising out of or in connection with any claim brought against Customer by a third party that alleges any infringement, misappropriation or violation of any copyright, trade secret, patent, or other intellectual property right by such third party in connection with the SaaS Services. Objective Arts’ indemnification obligation under this Section does not apply to the extent arising from (i) Customer’s or any



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User's modification of the SaaS Services or Customer's or any User's combination of the SaaS Services with other products or services if the SaaS Services would not have been infringing but for such combination or modification, (ii) Customer's or any User's use of the SaaS Services in a manner not authorized herein or for which it was not designed, (iii) Customer's or any User's failure to use an updated non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, (iv) changes to the SaaS Services made by Objective Arts at the direction of Customer or any User, (v) Client Data or Customer Content, (vi) Customer, a User or a Client's fraud, willful misconduct or gross negligence, (vii) any failures by Customer or any User to provide sufficient oversight of its employees, consultants and agents, (viii) any failures by Customer or any User to provide adequate cyber and other security protocols, and (ix) phishing or similar cyber-attacks on Customer's or any User's systems which would be prevented by adequate security measures or which could not be anticipated. This Section states Customer's sole and exclusive remedy for Objective Arts' infringement or misappropriation of intellectual property of a third party.

**11.2 Customer Indemnity.** Customer shall indemnify, defend and hold Objective Arts (including Objective Arts' third-party vendors, Objective Arts' Affiliates and Objective Arts' and Objective Arts' Affiliates' members, managers, directors, trustees, officers, shareholders, employees, representatives and agents) harmless from and against any and all claims, liabilities, obligations, judgments, suits, proceedings, causes of actions, assertions, allegations, government fines and penalties, and investigations arising out of or in connection with (i) a claim by a third party alleging that the Client Data, and the Customer Content, or any use thereof, infringes the rights of, or has caused harm to, a third party, (ii) arising out of Customer's breach of Sections 4.3 or 7, or (iii) any act or omission or breach by Customer or any User or Client. Customer's indemnification obligation under this Section does not apply to the extent arising from Objective Arts' fraud, willful misconduct or gross negligence.

**11.3 Indemnification Procedures.** The party seeking indemnification shall give prompt notice of the claim and will tender the defense; provided, however, that such party's failure to provide notification shall not affect the indemnifying party's indemnification obligations except to the extent that the failure to notify delays or prejudices the indemnifying party's ability to defend the applicable claim. The indemnifying party shall conduct the defense and shall have control of the litigation, and the indemnified party shall cooperate in defending against the claim. The indemnified party shall have the right, at any time and at its own expense, to participate in the defense of the claim with counsel of its own choosing. The indemnifying party shall not make any settlement of the claim that results in any liability or imposes any obligation on the indemnified party without the prior written consent of the indemnified party. If the indemnifying party fails to (i) respond to the notice of a claim, or (ii) assume the defense of a claim, the party seeking indemnification shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of the indemnifying party, and the indemnifying shall promptly reimburse the indemnified party for all such costs and expenses.

**12. SECURITY.** Objective Arts shall implement reasonable security measures to prevent unauthorized access to the SaaS Services, including any of Customer Data or Client Data available thereon. Such measures shall in no event be less stringent than those used to safeguard Objective Arts' own property. Such measures shall include, where appropriate, use of updated firewalls, virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches, virus definitions and other updates. Objective Arts will not need access to any personally identifiable information regarding any Client in order to perform Objective Arts' obligations hereunder unless requested by Customer or a User or as required to determine fraudulent transaction patterns in which case Objective Arts shall request Customer's permission.

**13. INSURANCE.** During the Term Objective Arts will maintain a commercial general liability insurance policy and a professional liability insurance policy, each with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. On written request, Objective Arts shall provide Customer certificates evidencing such insurance.



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**14. GENERAL PROVISIONS**

**14.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**14.2 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**14.3 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**14.4 Entire Agreement.** This Agreement, including all exhibits hereto and all Service Orders thereof, whether in existence as of the Effective Date or later, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. This Agreement may be executed in one or more counterparts, with signatures delivered by fax, emailed PDF documents, or reputable online electronic signing services such as DocuSign, all of which counterparts when taken together shall comprise one instrument. To the extent of any conflict between this Agreement and a Service Order, this Agreement will control. To the extent of any conflict between this Agreement and any other agreement, document or instrument between the parties, this Agreement will control.

**14.5 Governing Law.** This Agreement, the subject matter hereof and performance hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without giving effect to conflict of laws principles thereof. Venue and forum shall be exclusive to the United States District Court for the Northern District of Illinois, and the state courts located in Cook County, Illinois.

**14.6 Assignment.** Neither party may assign, encumber, or pledge or sublicense its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto, which such consent shall not be unreasonably withheld; provided, however, that Objective Arts may assign or transfer this Agreement pursuant to a merger, consolidation, or sale of substantially all of Objective Arts' business or assets to which this Agreement relates.

**14.7 Notices.** Any notice required or permitted under this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered or certified mail return receipt requested, (c) sent by overnight courier, or (d) by email whose receipt is acknowledged by an officer of the receiving Party. If to Objective Arts, a notice shall be forwarded to Objective Arts LLC, at 20 N. Wacker Drive, Suite 580, Chicago, IL 60606, Attn: President, and if to Customer, a notice shall be forwarded to Customer at the address provided on the signature page herein. Notices shall be considered to have been given at the time of actual delivery in person, five business days after posting if by mail, one business day if by overnight courier service, or upon receipt of machine confirmation of successful transmission by email.

*[Remainder of Page Intentionally Left Blank]*



**OBJECTIVE ARTS, LLC  
SOFTWARE AS A SERVICE AGREEMENT**

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their duly authorized officers as of the Effective Date

**OBJECTIVE ARTS, LLC**

**SAN BERNARDINO COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: STEPHEN H. GRANT

Name: DAWN ROWE

Title: President

Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: [thougen@dbh.sbcounty.gov](mailto:thougen@dbh.sbcounty.gov)

Address: San Bernardino County Department of  
Behavioral Health

ATTN: Ph.D Timothy E. Hougen C/O Chair, Board of  
Supervisors

303 East Vanderbilt Way, 4th Floor

San Bernardino, CA 92415

**ATTACHMENT B**  
**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 Department of Behavioral Health (hereinafter Covered Entity) and Objective Arts (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

**RECITALS**

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

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

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

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

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

**A. Definitions**

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

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and includes the definition set forth in 22 California Code of Regulations (C.C.R.) § 79901(b).
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, and includes the definition set forth in 22 C.C.R. § 79901(c).
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 of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

### **2. Prohibited Uses and Disclosures**

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the

Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

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

### 3. Appropriate Safeguards

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

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

### 4. Subcontractors

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

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

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance. 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 agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

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

12. Breach by the CE

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

13. Mitigation

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

14. Costs Associated to Breach

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

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

15. Direct Liability

BA may be held directly liable under HIPAA 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 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")) and 22 C.C.R. § 79001 et seq. 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/Medical Information 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/Medical Information shall survive the termination of the Contract or this Agreement.

**ATTACHMENT B-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: Unless** otherwise stated in the Software as a Service Agreement:

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.00% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW.
- c) If SaaS monthly availability averages less than 99.00% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.
- d) Contractor shall provide advance written notice to the County in the manner set forth in the SOW of any major upgrades or changes that will affect the SaaS availability.

**3. DATA AVAILABILITY: Unless** otherwise stated in the Software as a Service Agreement:

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.00% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW if the County is unable to access the Data as a result of:
  - 1) Acts or omissions of Contractor;
  - 2) Acts or omissions of third parties working on behalf of Contractor;

- 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
  - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.

#### **4. DATA SECURITY:**

- a) In addition to the provisions set forth in the Business Associate Agreement, Contractor shall certify to the County:
  - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this 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. 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. TRANSITION PERIOD:**
- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the County in extracting and/or transitioning all Data in the format determined by the County (“Transition Period”).
  - b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
  - c) During the Transition Period, SaaS and Data access shall continue to be made available to the County without alteration.
  - d) Contractor agrees to compensate the County for damages or losses the County incurs as a result of Contractor’s failure to comply with this section.
  - e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor’s and/or subcontractor’s possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the County confirming the destruction or inaccessibility of the County’s Data.
  - f) The County at its option, may purchase additional transition services as agreed upon in the SOW.
- 9. DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Software as a Service Agreement:
- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the County by the fastest means available and also in writing. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, 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 Software as a Service Agreement:

- a) Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS operational documentation and records, including online inspections that relate to the security of the SaaS product purchased by the County.
- b) Contractor shall allow the County, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
  - 1) Operating system/network vulnerability scans,
  - 2) Web application vulnerability scans,
  - 3) Database application vulnerability scans, and
  - 4) Any other scans to be performed by the County or representatives on behalf of the County.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this 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 C



## Campaign Contribution Disclosure (Senate Bill 1439)

### **DEFINITIONS**

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

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

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

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

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

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

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

1. Name of Contractor: Objective Arts, LLC									
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?  Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5.  No <input checked="" type="checkbox"/>									
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision: Stephen H. Grant									
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):									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Company Name</th> <th style="width: 50%;">Relationship</th> </tr> <tr> <td>Objective Arts, Holdings</td> <td>Holding Company</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Company Name	Relationship	Objective Arts, Holdings	Holding Company					
Company Name	Relationship								
Objective Arts, Holdings	Holding Company								
6. Name of agent(s) of Contractor:									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Company Name</th> <th style="width: 33%;">Agent(s)</th> <th style="width: 33%;">Date Agent Retained (if less than 12 months prior)</th> </tr> <tr> <td>N/A</td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)	N/A					
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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district:									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Company Name</th> <th style="width: 33%;">Subcontractor(s):</th> <th style="width: 33%;">Principal and/or Agent(s):</th> </tr> <tr> <td>N/A</td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Company Name	Subcontractor(s):	Principal and/or Agent(s):	N/A					
Company Name	Subcontractor(s):	Principal and/or Agent(s):							
N/A									
8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board <u>and</u> (2) have a financial interest in the outcome of the decision:									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Company Name</th> <th style="width: 50%;">Individual(s) Name</th> </tr> <tr> <td>N/A</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Company Name	Individual(s) Name	N/A						
Company Name	Individual(s) Name								
N/A									

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

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

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

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

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

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

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

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

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

Stephen H. Grant

Signature

Stephen H. Grant

Print Name

9-11-2024

Date

Objective Arts, LLC

Print Entity Name, if applicable