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SAN BERNARDINO COUNTY

Contract Number
25-211

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Golden Star Technology, Inc.
Contractor Representative	Brian Jaramillo
Telephone Number	562-345-8767
Contract Term	April 8, 2025 through April 7, 2030
Original Contract Amount	$779,730
Amendment Amount	
Total Contract Amount	$779,730
Cost Center	8480
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County conducted a competitive process to find a vendor to provide 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 – HARDWARE PURCHASE TERMS
- ☒ Attachment B – SOFTWARE LICENSE
- ☒ Attachment C – SOFTWARE SUPPORT AND MAINTENANCE TERMS
- ☒ Attachment D – CLOUD SERVICES TERMS
- ☒ Attachment E – BUSINESS ASSOCIATE AGREEMENT
  - ☒ Attachment E-1 – Business Associate Addendum for Cloud Services
- ☒ Attachment F – CAMPAIGN CONTRIBUTION DISCLOSURE

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

A. DEFINITIONS

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

A.1 "Affiliates": collectively, municipalities, school districts, and other tax districts within County

A.2 "County": San Bernardino County

A.3 "Contractor": the individual or entity identified as providing the Products and/or Services

A.4 "DRM": County's Department of Risk Management

A.5 "Effective Date": the date of execution of the Contract

A.6 "EFT": Electronic funds transfer.

A.7 "P.O.": a purchase order specifying the types and quantity of Products, Services or Software ordered, the method of delivery, the delivery date required and the location to which Products or Software are to be shipped or the Services are to be provided.

A.8 "Products": goods in the technology and consumer electronics category

A.9 "Services": professional consulting, which may include implementation, design, customization, maintenance, help desk or other services necessary or desired by County as specified in an SOW.

A.10 "Software": 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

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

B.11 Primary Point of Contact

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

B.12 County Representative

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

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
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 Participation Clause
The County desires that Municipalities, School Districts, and other Tax Districts requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this contract with such governmental bodies as though they have been expressly identified in this contract, with the provisions that:

B.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

B.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

B.30 Air, Water Pollution Control, Safety and Health
Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

B.31 Records
Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract. All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

B.32 Relationship of the Parties
Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.33 Release of Information
No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

B.34 Representation of the County
In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

B.35 Strict Performance
Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.36 Subcontracting

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

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

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

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

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

B.37 Subpoena

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

B.38 Termination 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.39 Time of the Essence

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

B.40 Venue

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

B.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons

does not result in increased costs over those associated with the employment of any other equally qualified applicant.

B.42 Former County Administrative Officials

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

B.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination. Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

B.44 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 under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

B.45 Artwork, Proofs and Negatives

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

B.46 RESERVED

B.47 RESERVED

B.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

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

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

C. TERM OF CONTRACT

This Contract is effective as of April 8, 2025 and expires April 7, 2030 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 $779,730, 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 sixty (60) 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

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

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:

San Bernardino County
Arrowhead Regional Medical Center
400 N Pepper Street
Colton, CA 92324

Golden Star Technology, Inc.
12881 166th Street
Cerritos, CA 90703

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

Dawn Rowe, Chair, Board of Supervisors

Dated: APR 0 8 2025

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 Mariana Arroyo
Deputy

GOLDEN STAR TECHNOLOGY

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

By Brian Jaramillo

(Authorized signature - sign in blue ink)

Name Brian Jaramillo

(Print or type name of person signing contract)

Title Director of Sales

(Print or Type)

Dated: 03/18/2025

Address 12881 166th St

Cerritos, CA 90703

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Bonnie Uphold	►	► Andrew Goldfrach
Bonnie Uphold, Supervising Deputy County Counsel		Andrew Goldfrach, ARMC Chief Executive Officer
Date 4/3/2025	Date	Date 4/3/2025

SAN BERNARDINO COUNTY

Contract Number

SAP Number

ATTACHMENT A
HARDWARE PURCHASE TERMS

These Hardware Purchase Terms are attached to, form a part of, and supplement the General Terms.

A. DEFINITIONS

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

A.1 "Counterfeit Items": include, but are not limited to, raw materials, parts, components or assemblies that are or contain an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified material, part, component or assembly from the OEM, or the authorized OEM reseller or distributor. Unlawful or unauthorized substitution includes used material represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. If the item is an electronic part, the term also includes unlawful or unauthorized embedded software or firmware.

A.2 "Documentation": users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software. Manuals and other printed materials customized for County hereunder constitute Work Product if such materials are required by the Statement of Work.

A.3 "OEM": an original equipment manufacturer.

A.4 "Vendor": Contractor. as defined in the General Terms, and the individual or entity that is the direct seller of the Product to the County on behalf of Contractor.

B. PRICE

Prices for Products purchased hereunder shall be as specified in Exhibit A-1, Price List.

C. DOCUMENTATION

Vendor agrees to provide Documentation and updated versions thereof to County at no charge for each Product purchased. Vendor agrees that County may reproduce a reasonable number of copies of Documentation for its own use in maintaining the Products, provided that County includes Vendor's or manufacturer's copyright notice on any such reproduced Documentation. If County requests that Vendor provide additional copies of Documentation, Vendor agrees to charge no greater prices than Vendor charges to its other customers for similar additional copies of Documentation.

D. ORDERS, DELIVERY, AND INSPECTION

D.1 Orders

County may elect to purchase Products under this Contract by issuing a P.O. If Vendor is unable to fulfill a P.O., in whole or in part, due to insufficient inventory, Vendor will notify County in writing within twenty-four (24) hours of P.O. receipt, and County may, at its sole discretion, cancel or modify the P.O. Unless Vendor gives County written notice, a P.O. is deemed accepted within two (2) business days of Vendor's receipt or upon shipment, whichever occurs first. County may, in its sole discretion, cancel, reschedule, or change the location of delivery on any P.O. without incurring any additional charges by providing written notice to Vendor at any time prior to shipment.

D.2 Shipping Terms

Unless otherwise stated in the P.O., all shipments are Free on Board destination with Vendor bearing all costs for freight, insurance, duties, taxes and other shipping expenses to the destination specified in the P.O. and shall bear all risk of loss until County receives the Product at the specified destination. Vendor

shall ship orders according to County's requested shipment dates or, if no shipment date is specified, within two (2) business days of receipt of County's P.O.

D.3 Delivery

Time is of the essence with respect to the delivery of Products. Vendor shall immediately notify County in writing of any anticipated delay in meeting the delivery schedule, stating the reasons for the delay. Products shipped after their scheduled shipment date will be shipped by Vendor on an expedited overnight basis with the surcharge for such expedited overnight delivery being at Vendor's sole expense. No shipment will be deemed complete until all Products specified on the P.O. have been delivered. In case of default by Vendor, County may procure the Product from other sources and may deduct from unpaid balances due to Vendor. The prices paid by County for such alternate product shall be considered the prevailing market prices paid at the time such purchase is made.

D.4 Order Inspection

County will notify Vendor in writing, which may be via electronic mail, of any shipment not conforming to the P.O., including delivery of the wrong product, overages, shortages or shipping damage within five (5) business days of delivery. Vendor will correct any identified nonconformities within five (5) business days of County's notice. The foregoing procedure may be repeated until County accepts the Product or cancels the order. If County determines, after a minimum of 3 evaluation cycles as provided herein, that the Product fails to meet the P.O., County may cancel the order without incurring any further liability hereunder and procure the Products elsewhere.

D.5 Right of Rejection

Receipt of an order does not constitute acceptance of all Product in that order. County shall have the right to inspect or test and reject any order, or any part thereof within thirty (30) calendar days after delivery. The quantities specified in this Contract or any P.O. are the only quantities required. If the Vendor delivers in excess of the quantities ordered, County shall not be required to make any payment for the excess Products, and may return them to Vendor at Vendor's expense or exercise any other rights available to County at law or in equity.

E. PRODUCT WARRANTIES

Vendor warrants that Products delivered under this Contract are new, only contain materials obtained directly from an OEM or a source having the express written authority of the OEM, including an authorized aftermarket manufacturer, and do not contain Counterfeit Items; substantially comply with the specifications and perform as described in the associated Documentation under normal use; are identical in all respects to samples provided as part of the bid process, if any; do not infringe or misappropriate any third party's patent, copyright, trademark, trade secret, or any other intellectual property right; and conform to all domestic legal requirements and shall not be in violation or cause County to be in violation of any applicable law, rule or regulation (including without limitation, export, environmental and hazardous substance laws, regulations, rules and directives). Vendor shall meet proper labeling requirements for Products, including without limitation, Consumer Product Safety Improvement Act, Federal Communications Commission, California Electronic Waste Recycling Act, California Restrictions on the use of Certain Hazardous Substances in Electronic Devices, and Proposition 65 certifications and warnings.

F. DISCLAIMER OF WARRANTIES

THE FOREGOING EXPRESS WRITTEN WARRANTIES BETWEEN THE PARTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT THAT IT IS ILLEGAL OR UNENFORCEABLE UNDER APPLICABLE LAW.

G. INDEMNIFICATION

These indemnification obligations and responsibilities are in addition to the General Indemnification of General Terms Section E.1.

G.1 Obligations

Vendor shall defend, indemnify and hold harmless County, its officers, employees, agents and volunteers from and against all third party claims, costs (including, without limitation, attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret ("Intellectual Property Rights") by any Product.

G.2 Defense and Settlement

County will give Vendor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Vendor 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 Products that are the subject of the claim. In the event that Vendor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Vendor, then Vendor 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 Vendor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Vendor's account at any time; and County, at its sole discretion, may settle the claim or suit. County may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability): (a) when substantial principles of government or public law are involved; (b) when litigation might create precedent affecting future County operations or liability; or (c) when involvement of County is otherwise mandated by law.

G.3 Non-Infringing Alternatives

If, in Vendor's opinion, any Products become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Vendor may, at its option: (i) procure for County the right to continue using the Products; (ii) replace or modify the Products to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is, in the reasonable judgment of Vendor, County shall cease use of the Products upon written notice from Vendor, and Vendor shall provide County with a pro-rata refund price paid by County to Vendor in connection with any such Products calculated over a 3-year baseline depreciation.

G.4 Notice of Claim

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 Vendor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Vendor of its obligations only if and to the extent such delay or failure materially prejudices Vendor's ability to defend such lawsuit or claim.

[END OF HARDWARE PURCHASE TERMS]

EXHIBIT A-1
PRICE LIST

	Item	Description	Qty	Price	Ext Price	Tax
1	R7H95A	Aruba 9240 (US) Campus Gateway	4	$14,517.36	$58,069.44	8.75%
2	R8R14AAE	Aruba 9240 AOS8 GLD Lic E-LTU	4	$8,797.54	$35,190.16	8.75%
3	R7J63A	9240 550W AC Power supply	4	$288.19	$1,152.76	8.75%
4	JW124A	PC-AC-NA AC Power Cord (North America)	8	$3.08	$24.64	8.75%
5	J9150D	Aruba 10G SFP+ LC SR 300m MMF XCVR	17	$581.66	$9,888.22	8.75%
6	S3N65A	HPE ANW ClearPass N3001 SFP+ 10G HW App	4	$17,844.04	$71,376.16	8.75%
7	R8Q71A	Aruba 6200M 36G 12SR5 CL6 PoE 4SFP+ Sw	1	$6,819.35	$6,819.35	8.75%
8	JL087A	Aruba X372 54VDC 1050W PS	2	$650.74	$1,301.48	8.75%
	JL087A#ABA	"Aruba X372 54VDC 1050W PS	2	$0.00	$0.00	0%
	J9151E	Aruba 10G SFP+ LC LR 10km SMF XCVR	1	$1,631.04	$1,631.04	8.75%

Subtotal: $185,453.25
Tax Subtotal: $16,227.16
Total: $201,680.41

SAN BERNARDINO COUNTY

Contract Number

SAP Number

ATTACHMENT B
SOFTWARE LICENSE

This Software License is attached to, forms a part of and supplements the General Terms only with respect to Software.

A. DEFINITIONS

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

A.1 "Documentation": Users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software. Manuals and other printed materials customized for County hereunder constitute Work Product if such materials are required by an SOW.

A.2 "Licensor": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

A.3 "Pre-Existing Materials": software and other materials developed or otherwise obtained by or for the Licensor independently of this Contract.

A.4 Software is as broadly defined in the General Terms, and, for the purposes of this Attachment B, collectively includes both Commercial Software and Custom Software.

A.4.1 "Commercial Software": Software developed or regularly used that (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial seal, lease or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

A.4.2 "Custom Software": Any other Software that does not meet the definition of Commercial Software.

A.5 "Work Product": Custom Software and all inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Licensor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Licensor's administrative communications and records relating to this Contract. Work Product does not include Pre-Existing Materials.

B. COMMERCIAL SOFTWARE

B.1 License

Licensor hereby grants to County and County accepts from Licensor, a non-exclusive, non-transferable limited right to use the Commercial Software in object code form in the quantities and at the prices indicated in Exhibit B-1. Commercial Software and Documentation shall be acquired under the licenses customarily provided by Licensor to the public attached hereto as Exhibit B-2 and hereby incorporated herein. Licensor shall not be required to furnish technical information related to Commercial Software or Documentation that is not customarily provided to the public. County shall have only the rights specified in the license under which the Commercial Software or Documentation was obtained. To the extent that Licensor's license terms provided in Exhibit B-2 conflict with the terms of this Attachment B, the terms of this Attachment B control.

B.2 Protection of Proprietary Information

County agrees to take reasonable steps to insure that Licensor's proprietary data is not disclosed to others, without prior written consent of the Licensor, subject to compliance with the California Public Records Act. County will take reasonable precautions to insure that any licensed materials contained on any media have been erased or rendered unusable prior to disposal. County shall not reverse engineer, decompile, recompile, update or modify all or any party of the Commercial Software.

B.3 Right to Copy or Modify

Any Commercial Software provided in machine-readable form may be copied, in whole or in part, in printed or machine-readable form to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn or corrupted copy, to understand the contents of such machine-readable material, or to modify the Commercial Software as permitted herein. The original, and any copies of the Commercial Software, in whole or in part, which are made hereunder shall remain the property of the Licensor.

B.4 Future Releases

If Licensor develops and makes available to other licensees improved versions (e.g., patches, bug fixes, updates or releases) of any Commercial Software, they will be made available to County under the same terms, conditions and prices as they are made available to other licensees. If the Licensor offers new versions or upgrades to the Commercial Software, they shall be offered to County at a price no greater than that offered to other licensees.

B.5 Compliance Audit

B.5.1 County will maintain accurate books and records relating to the use of the Commercial Software. Licensor shall have the right to conduct an audit of such books and records upon reasonable advance written notice during normal business hours except that Licensor:

a. may not conduct more than one (1) such audit in any given calendar year (unless an underpayment is discovered, whereby Licensor may conduct an additional audit within the same calendar year);

b. may only audit the books and records for the two (2) year period prior to the date of such audit; and

c. may not audit the same records more than once except that if Licensor shall in the course of an audit discover any systemic accounting error, misclassification or other problem that would reasonably affect the conclusion Licensor was able to derive from any records previously audited, in which case Licensor shall have a one-time right to re-audit such books and records affected by such systemic accounting error, misclassification or problem.

B.5.2 The audit may be conducted by Licensor employees, agents, or representatives during County's normal business hours, for the sole purpose of determining the accuracy of the payments required to be made to Licensor pursuant to the provisions of this Agreement.

B.5.3 In the event that an audit discloses an underpayment to Licensor, County shall promptly remit payment to Licensor equal to such underpayment plus interest accrued thereon. In the event that an audit discloses an overpayment to Licensor, County may offset such overpayment from future payments to Licensor.

B.5.4 Licensor shall be solely responsible for the costs of such audit. All books and records required to be retained by County hereunder shall be retained by County for two (2) years after the expiration or termination of this Agreement or until any dispute relating to this Agreement shall have been finally determined, whichever shall be later, for possible audit by Licensor pursuant to the terms and conditions hereof.

C. CUSTOM SOFTWARE

C.1 Custom Software Development

Licensor will develop and implement the Custom Software in accordance with the specifications, pricing and completion times set forth in the SOW, as attached hereto as Exhibit B-3. Licensor will ensure that Services are provided in a professional and workmanlike manner in accordance with industry standards.

C.2 Acceptance and Payment

C.2.1 Licensor will notify County in writing of completion of each project milestone, and County will have ten (10) business days after receipt of Licensor's notice to test the software component or Custom Software ("Deliverable") to ensure that it meets the acceptance criteria as set forth in the SOW. County shall provide to Licensor written notice of acceptance upon completion of successful acceptance testing.

C.2.2 If County determines that the Deliverable does not function in a manner that meets, in all material respects, the acceptance criteria defined in the SOW, County may reject the Deliverable by providing Licensor with a written list detailing each failure of the acceptance criteria.

C.2.3 Licensor will correct the any non-conformities identified in County's rejection notice and shall resubmit the Deliverable for acceptance criteria testing within ten (10) business days of County's notice. If Licensor is unable to or fails to satisfactorily correct such non-conformities, County may, in its sole discretion: (i) conditionally accept the Deliverable while reserving the right to revoke acceptance if timely correction is not forthcoming; or (ii) accept those portions of the Deliverable that meet the acceptance criteria and require Licensor to continue to work to correct the rejected portions of the Deliverable.

C.2.4 If after two (2) unsuccessful attempts, Licensor fails to satisfactorily correct the Deliverable, County may terminate this Contract without further obligation, and seek to recover amounts previously paid for such Deliverable.

C.2.5 Payment for services is due Net 60 from date that County's Chief Information Officer provides written certification of satisfactory completion of the milestone or project as set forth in the SOW.

C.3 Ownership and Use

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 with respect to Custom Software including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed with respect to Custom Software shall acknowledge the San Bernardino County as the funding agency and Licensor as the creator. No such materials, or properties produced in whole or in part with respect to Custom Software shall be subject to private use, copyright or patent right by Licensor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.4 Pre-Existing Materials

Pre-Existing Materials do not constitute Work Product. If the Licensor creates derivative works of Pre-Existing Materials, the elements of such derivative works created with respect to Custom Software constitute Work Product, but other elements do not. Nothing in this Section will be construed to interfere with the Licensor's or its affiliates' ownership of Pre-Existing Materials.

C.5 Personnel

C.5.1 Licensor shall provide sufficient qualified personnel to perform Licensor's obligations hereunder, which personnel shall have a minimum of twelve (12) months of experience similar or related to the tasks to which they are assigned to perform. The individuals identified below are designated as key personnel ("Key Personnel"):

Licensor Services Manager: N/A

Licensor Services Support Manager: N/A

Licensor Technical Support Manager: N/A

County Project Manager: N/A

C.5.2 Key Personnel shall serve as designated contacts to assist County in all matters related to the

Services. Except for changes in personnel due to resignation, termination, promotion, geographic transfers or leaves of absence, Licensor shall maintain and not re-assign the Key Personnel throughout the Term without County's approval. County shall have the right to require Licensor to replace any or all Key Personnel whom County, in its sole discretion, deems to be unsatisfactory. In the event that Customer request that Licensor replace any Key Personnel, Licensor shall promptly replace such Key Personnel with a qualified replacement.

C.6 Meetings and Reports

On a weekly basis, or more often if County requests, Key Personnel will meet in-person or via teleconference to review a detailed status report, including specific barriers to or issues affecting timely milestone completion.

C.7 Change Orders

In the event that unforeseen circumstances require changes to the development plan set forth in the SOW, County will issue a change order to Licensor. Licensor will immediately notify County, and will not begin work under the change order without County's written acceptance, if any change order will affect the price, milestone dates, Deliverables or project completion date. The ARMC Chief Executive Officer shall represent the County in all matters pertaining to the services to be rendered under this Contract, including without limiting satisfactory completion of milestones, acceptance of Deliverables, and changes to the project scope. Changes that affect the project budget, result in extending the Term, or otherwise modify any term of the Contract must be approved by the San Bernardino County Board of Supervisors.

D. WARRANTY

D.1 Performance Warranty

County will accept Licensor's standard performance warranty for Software that Licensor customarily provides to all customers to the extent that the terms of the warranty do not conflict with any term of this Contract, and provided that Licensor warrants that the Software will: (i) perform in accordance with its license and accompanying documentation; (ii) be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (iii) does not infringe or violate any U.S. Intellectual Property Right.

D.2 DISCLAIMER OF WARRANTIES

THE FOREGOING EXPRESS WRITTEN WARRANTIES BETWEEN THE PARTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Where Licensor resells Commercial Software it purchased from a third party, Licensor, to the extent it is legally able to do so, will pass through any third party warranties to County and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Licensor from Licensor's warranty obligations

D.3 Remedies for Breach of Warranty

Except as may be specifically provided elsewhere in this Contract, for any breach of the warranties provided in this Section, County's remedy and Licensor's sole obligation will be limited to:

D.3.1 re-perform, repair, or replace the nonconforming Software; or

D.3.2 refund all amounts paid by County for the nonconforming Software and pay County any additional amounts necessary to equal the County's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Software of equivalent capability, function, and performance.

E. INDEMNIFICATION

These indemnification obligations and responsibilities are in addition to the General Indemnification of Section E.1 of the General Terms.

E.1 Obligations

Licensor shall defend, indemnify and hold harmless County, its officers, employees, agents and volunteers from and against all third party claims, costs (including, without limitation, attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret ("Intellectual Property Rights") by any Software. Licensor shall have no liability under this Section if the alleged

infringement is a result of: (i) modification to the Software not performed or approved by Licensor; (ii) County's use of the Software not in accordance with the Documentation; (iii) use of the Software in combination with any non-Licensor supplied third party product; or (iv) Licensor's compliance with express written instructions that County provided to Licensor, and is not attributable to Licensor's exercise of any discretion in determining how to comply with County's instructions.

E.2 Defense and Settlement

County will give Licensor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Licensor 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 Software that is the subject of the claim. In the event that Licensor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Licensor, then Licensor 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 Licensor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Licensor's account at any time; and County, at its sole discretion, may settle the claim or suit. County may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability): (a) when substantial principles of government or public law are involved; (b) when litigation might create precedent affecting future County operations or liability; or (c) when involvement of County is otherwise mandated by law.

E.3 Non-Infringing Alternatives

If, in Licensor's opinion, any Software becomes, or is likely to become, the subject of a claim of infringement, Licensor may, at its option: (i) procure the right for County to continue using the Software; (ii) replace or modify the Software to be non-infringing, without incurring a material diminution in performance or function; or (iii) give written notification to the County to cease use of the Software, and provide County a pro-rata refund of the price paid in connection with any such Software calculated over a 3-year baseline depreciation.

E.4 Notice of Claim

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 Licensor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Licensor of its obligations only if and to the extent such delay or failure materially prejudices Licensor's ability to defend such lawsuit or claim.

F. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, OR COSTS OF RECOVERY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES. EXCEPT FOR CLAIMS ARISING PURSUANT TO INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED THE GREATER OF $5,000,000 OR THE AMOUNT PAID BY COUNTY UNDER THE CONTRACT.

[END OF SOFTWARE LICENSE]

EXHIBIT B-1
SOFTWARE QUANTITIES AND PRICES

	Item	Description	Qty	Price	Ext Price	Tax
1	Q9Y65AAE	HPE ANW Central AP Adv 5y E- STU	700	$428.99	$300,293.00	0%
2	JZ532AAE	HPE ANW Central Sw CL2 Adv 5y E-STU	1	$1,143.97	$1,143.97	0%
3	H30JRA1	HPE ANW 5 Day Remote QuickStart SVC	3	$14,380.62	$43,141.86	0%
4	H1EJ9E	HPE Aruba WW Education Tech Training SVC	87	$196.83	$17,124.21	0%
5	H34CLE	Aruba 5Y FC NBD Exch HW 9240CGateway SVC	4	$2,946.01	$11,784.04	0%
6	JZ200AAE	Aruba Campus Gateway Adv 5yr Sub E-STU	4	$17,819.46	$71,277.84	0%
7	H03ZYE	HPE ANW FC 5Y NBD Exch CP N3001 SVC	4	$33,150.32	$132,601.28	0%
8	HC9K2E	Aruba 5Y FC NBD Exch HW AW10 SparePSUSVC	4	$170.69	$682.76	0%

Subtotal: $578,048.96

Tax Subtotal: $0.00

Total: $578,048.96

EXHIBIT B-2
END USER LICENSE AGREEMENT

Attached a copy of Licensor's standard license agreement.

N/A

EXHIBIT B-3
STATEMENT OF WORK

Attach a software acceptance plan as jointly developed by Licensor and County.

N/A

SAN BERNARDINO COUNTY

Contract Number

SAP Number

ATTACHMENT C
SOFTWARE SUPPORT AND MAINTENANCE TERMS

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

A. DEFINITIONS

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

A.1 "Documentation": Users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software. Manuals and other printed materials customized for County hereunder constitute Work Product if such materials are required by an SOW.

A.2 "SLA": Service Level Agreement which is attached hereto as Exhibit C-1 and hereby incorporated herein.

A.3 "Service Provider": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

B. SUPPORT SERVICES

B.1 Installation

Service Provider will provide eight (8) hours of installation support and services at no cost. If County requests installations services in excess of eight (8) hours, Service Provider and County will negotiate an SLA to include pricing for additional installation services.

B.2 Training

Service Provider will provide training for up to two (2) County employees designed to allow such employees to operate, administer and maintain the Software. County employees sent to training will possess a sufficient level of competence and skill to allow the employee to effectively participate in such training.

B.3 Telephone or Chat

Service Provider will provide 24/7 telephone and/or real-time chat support for Software as reasonably required to assist County IT personnel to troubleshoot and correct Software performance to materially conform with Documentation. Service Provider may use personnel, resources, and third party contractors in locations worldwide to provide this level of support.

B.4 Updates

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

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

B.4.2 County may elect to defer or decline installation of updates or to install updates in a test environment before applying them in its production systems. Service Provider shall not install or attempt to install any update on any County system without County's prior written consent.

B.5 Remote Access by Service Provider

If remote access is needed to assist Customer with troubleshooting and correction, Service Provider will have view-only capability and will not take control of the remote access session. In such case, Service Provider will guide the County personnel through the support process. Service Provider may not use personnel, resources, or third party contractors located outside of the continental United States to provide this level of support unless approved by County in writing prior to contact.

B.6 Limitations

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

B.6.1 Software has been modified or altered other than by Service Provider or in accordance with Service Provider's instructions;

B.6.2 Software has not been installed, operated, repaired, or maintained in accordance with Documentation; or

B.6.3 Trouble is related to configuration of County's network.

C. MAINTENANCE SUPPORT

C.1 Service Levels

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

C.1.1 Defect correction information or bypass;

C.1.2 Periodic releases of code corrections, bug fixes, functional enhancements and new versions and releases of Software and Documentation; and

C.1.3 Reasonable remote assistance to correct Software defects.

C.2 Upgrades

If Service Provider upgrades Software, provided that County has an active SLA, County may upgrade all licensed instances of the Software at a rate no higher than the highest rate charged to other government customers or at a 5% discount from its commercially available cost, whichever price is lower.

D. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, OR COSTS OF RECOVERY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES. EXCEPT FOR CLAIMS ARISING PURSUANT TO INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED THE GREATER OF $5,000,000 OR THE AMOUNT PAID BY COUNTY UNDER THE CONTRACT.

[END OF SOFTWARE SUPPORT AND MAINTENANCE TERMS]

EXHIBIT C-1
SERVICE LEVEL AGREEMENT

Reserved

SAN BERNARDINO COUNTY

Contract Number

SAP Number

ATTACHMENT D
CLOUD SERVICES TERMS AND CONDITIONS

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

A. DEFINITIONS

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

A.1 "CISO": County Chief Information Security Officer or other County-designated officer responsible for cyber-infrastructure security.

A.2 "Cloud Service": Generally, SaaS, PaaS, and/or IaaS depending on what Service Provider is offering under this Contract.

A.3 "CSP": Cloud Service Provider is the contracted derivative or direct provider of Cloud Services.

A.4 "CONUS": Continental United States

A.5 "County Data": Any information, formulae, algorithms, or other content that County, County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. County Data also includes user identification information, personally identifiable information, and metadata which may contain County Data or from which County Data may be ascertainable.

A.6 "Data Breach": Any access, destruction, loss, theft, use, modification or disclosure of County Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

A.7 "IaaS" (Infrastructure as a Service): Service Provider provides the underlying cloud infrastructure for processing, storage, networks, and other fundamental computing resources that the customer does not manage or control, but the customer has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

A.8 "PaaS" (Platform as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider that are client-created or acquired using programming languages and tools supported by the Service Provider, but deployed onto the cloud infrastructure and controlled by client.

A.9 "Recovery Point Objective (RPO)": The point in time at which County Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of County Data immediately preceding the interruption. The RPO is detailed in the SLA.

A.10 "Recovery Time Objective (RTO)": The period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

A.11 "SaaS" (Software as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider including network, servers, operating systems, or storage, that are accessed by

client devices through a thin client interface such as a web browser.

A.12 "SLA": Service Level Agreement which is attached hereto as Exhibit D-1 and hereby incorporated herein.

A.13 "Service Provider": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

B. CLOUD SERVICE AVAILABILITY

The Cloud Service shall be available twenty-four (24) hours per day, 365/366 days per year. If Cloud Service monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SLA. If Cloud Service monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, County may terminate the contract for material breach. Service Provider shall provide advance written notice to County of any major upgrades or changes that will affect the Cloud Service availability.

C. DATA AVAILABILITY

County Data shall be available twenty-four (24) hours per day, 365/366 days per year. If County Data monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SLA if County is unable to access County Data as a result of: (i) acts or omission of Service Provider; (ii) acts or omissions of third parties working on behalf of Service Provider; (iii) network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Service Provider's server, to the extent such attack would have been prevented by Service Provider taking reasonable industry standard precautions; (iv) power outages or other telecommunications or Internet failures, to the extent such outages were within Service Provider's direct or express control. If County Data monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, County may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

D. SaaS and SECURITY

D.1 Certification

Service Provider shall certify:

D.1.1 the sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract, and, if requested by County, provide a copy of its Statement on Standards for Attestation Engagements (SSAE) 18 Service Organization Control (SOC) 2 Type II audit results;

D.1.2 its compliance with the California Information Practices Act (Civil Code Sections 1798 et seq.);

D.1.3 its compliance with privacy provisions of the Federal Privacy Act of 1974; and

D.1.4 its compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCI/DSS Cloud Computing Guidelines.

D.2 Safeguards

Service Provider shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section D.1.a above at all times during the term of this Contract to secure County Data from Data Breach, protect County Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt and/or compromise County's access to County Data.

D.3 High-Availability and Redundancy

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

D.3.1 Power and/or generators shall be 2N

D.3.2 UPS power shall be 2N

D.3.3 Redundant servers shall be N+1

D.3.4 Data center shall be Tier-2

D.3.5 Data center cooling shall be 2N

D.3.6 All UPS's and Generators must be tested and inspected on a quarterly basis. Copies of inspection and testing results must be provided upon demand to the County. Inspection and testing records must be retained for a minimum of 3 years

D.3.7 Data center cooling must have preventative maintenance performed quarterly. Copies of preventative maintenance records must be provided upon demand to the County. Preventative maintenance records must be retained for a minimum of 3 years.

D.4 Physical

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

D.4.1 Physical access to facility, data center(s), and/or server room(s) is restricted using an access control system that utilizes iCLASS SE or multiclass SE readers.

D.4.2 Access control system must be capable of restricting access by time of day and groups

D.4.3 Access control system must be auditable providing customize reports on demand for inspection by the County

D.4.4 Access control system components and batteries must be inspected annually.

D.4.5 Access control system batteries must be replaced every 3 years or when they fail

D.4.6 Vendor must be able retain access control history for a minimum of 3 years or as required by law

D.4.7 Alerts are generated when physical security has been breached by the access control system or intrusion detection system

D.4.8 Intrusion detection systems must be monitored by a third party UL central station

D.4.9 Intrusion detection systems must be inspected and tested quarterly with signals sent to the central station. Testing reports must be retained for 3 years and provided on demand by the County.

D.4.10 Intrusion detection batteries must be inspected annually and replaced every 3 years or when they fail.

D.4.11 Facility, data center(s), and server room(s) have an appropriate Video Surveillance System in-place for surveillance.

D.4.12 Video surveillance system must have the capability to interface with the access control system and intrusion detection system

D.4.13 Video surveillance system must be inspected quarterly to make sure cameras are recording and video is being archived

D.4.14 Video surveillance system must archive video as per California Government Sections § 26202.6, § 34090.6 and § 53160

D.4.15 All access control systems, intrusion detection systems and video surveillance systems must be on the facilities emergency power system and protected by UPS.

D.4.16 Data center have protections in-place that minimize environmental issues such as temperature, fire, smoke, water, dust, electrical supply interference, and electromagnetic radiation.

D.4.17 A chemical fire suppression system installed in the data center as per NFPA 2001.

D.4.18 The chemical fire suppression system must be inspected semiannually as per NFPA 2001 §8.3

D.4.19 Smoke detectors under the raised floors.

D.4.20 Water detection system under the raised floors and above the ceiling.

D.4.21 Facility must be protected 100% by an automatic fire sprinkler system with the data center being protected with an automatic pre-action fire sprinkler system.

D.4.22 Facility automatic fire alarm system must be tested and inspected as per NFPA 25

D.5 Verification

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

D.6 Security

Service Provider assumes responsibility for the security and confidentiality, integrity, and availability of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Service Provider other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by CISO. When data is destroyed or disposed, it shall be in accordance with the National Institute of Standards of Technology (NIST) Special Publication 800-88 published by the U.S. Department of Commerce. The incorporation of the Defense of Department (DoD) standard 5220.2-M wipe method shall be used when using data destruction programs, file shredders, etc. In either case, a written confirmation of this process is required to the County CISO within three (3) days of the destroyed/disposed data. Remote access to County Data from outside the CONUS, including remote access to County Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the CISO..

E. ENCRYPTION

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

E.1 Data In Motion

All transmitted County Data require encryption in accordance with:

E.1.1 NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and

E.1.2 NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific

E.1.3 Key Management Guidance; and

E.1.4 Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

E.2 Data At Rest

All County Data at rest require encryption in accordance with:

E.2.1 Federal Information Processing Standard Publication (FIPS) 140-2; and

E.2.2 National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); and

E.2.3 NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for

E.2.4 Key Management Organization; and

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

Devices.

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

F. DATA LOCATION

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

G. RIGHTS TO DATA

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

H. TRANSITION PERIOD

For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist County in extracting and/or transitioning all County Data in the format determined by the County ("Transition Period"). The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment. During the Transition Period, SaaS and County Data access shall continue to be made available to County without alteration. Service Provider agrees to compensate County for damages or losses County incurs as a result of Service Provider's failure to comply with this section. Unless otherwise stated in the SOW, the Service Provider shall permanently destroy or render inaccessible any portion of County Data in Service Provider's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Service Provider shall issue a written statement to County confirming the destruction or inaccessibility of County Data. County at its option, may purchase additional transition services as agreed upon in the SOW

I. DATA BREACH

I.1 Notification

Upon discovery or reasonable belief of any Data Breach, Service Provider shall notify the CISO by the fastest means available and in writing to the County Notices contact within twenty-four (24) hours after Service Provider reasonably believes a Data Breach has occurred. At a minimum, the notification shall include:

I.1.1 the nature of the Data Breach;

I.1.2 County Data accessed, used or disclosed;

I.1.3 any evidence of County Data extricated;

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

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

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

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

I.2 Investigation

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

County, its agents and law enforcement.

I.3 Post-Breach Audit

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

I.3.1 Operating system/network vulnerability scans,

I.3.2 Web application vulnerability scans,

I.3.3 Database application vulnerability scans, and

I.3.4 Any other scans to be performed by the County or representatives on behalf of the County.

J. DISASTER RECOVERY AND BUSINESS CONTINUITY

J.1 Notification

In the event of disaster or catastrophic failure that results in significant loss of County Data or access to County Data, Service Provider shall notify County by the fastest means available and in writing, with additional notification provided to the CISO. Service Provider shall provide such notification within twenty-four (24) hours after Service Provider reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform County of:

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

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

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

J.2 Restore and Repair Service

Service Provider shall:

J.2.1 restore continuity of SaaS,

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

J.2.3 restore accessibility of County Data, and

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

J.3 Investigation and Audit

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

[END OF CLOUD SERVICES TERMS]

EXHIBIT D-1
SERVICE LEVEL AGREEMENT

Reserved

[END OF CLOUD SERVICES TERMS]

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

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

A. Definitions

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

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and 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 meeting 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 E-1
Business Associate Addendum for Cloud Services
Software as a Service (SaaS)

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

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

2. **SaaS AVAILABILITY: Unless** otherwise stated in the Statement of Work (SOW):
   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 99.9% (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 99.9% (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.
   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 SOW:
   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 99.9% (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 Statement of Work:
   a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the County by the fastest means available and also in writing. 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, Contactor shall inform the County of:
      1) The scale and quantity of the Data loss;
      2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
      3) What corrective action Contractor has taken or will take to prevent future Data loss.
   b) If Contractor fails to respond immediately and remedy the failure, the County may exercise its options for assessing damages or other remedies.
   c) Contractor shall restore continuity of SaaS, restore Data, restore accessibility of Data, and repair SaaS as needed to meet the Data and SaaS Availability requirements under this Addendum. Failure to do so may result in the County exercising its options for assessing damages or other remedies.
   d) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall

share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.

10. **EXAMINATION AND AUDIT:** Unless otherwise stated in the Statement of Work:
    a) Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS operational documentation and records, including online inspections that relate to the security of the SaaS product purchased by the County.
    b) Contractor shall allow the County, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
        1) Operating system/network vulnerability scans,
        2) Web application vulnerability scans,
        3) Database application vulnerability scans, and
        4) Any other scans to be performed by the County or representatives on behalf of the County.
    c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. 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 F
Levine Act
Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

SAN BERNARDINO COUNTY

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

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

DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor: Golden Star Technology, Inc.

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

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

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

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):

   N/A

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name
N/A	

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

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

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

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

    Name of Contributor: _____

    Date(s) of Contribution(s): _____

    Amount(s): _____

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

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