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Contract Number

25-674

SAP Number

### Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Experian Health, Inc.
<b>Contractor Representative</b>	Jacqueline Gantes
<b>Telephone Number</b>	(949) 842-1742
<b>Contract Term</b>	September 9, 2025, through September 8, 2030
<b>Original Contract Amount</b>	\$2,502,153
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$2,502,153
<b>Cost Center</b>	8530
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, County and Contractor ("the Parties") entered into the Master Customer Agreement dated March 7, 2019 ("2019 Agreement").

**WHEREAS**, the 2019 Agreement expired on May 4, 2025;

**WHEREAS**, Contractor, as defined herein, has provided the Services pursuant to the 2019 Agreement since its stated expiration, and the Parties, by their course of dealing and conduct will execute this Contract as described herein;

**WHEREAS**, San Bernardino County (County) desires to engage billing editor services to perform various functions such as reports, statements and automated billing; and

**WHEREAS**, the County conducted a competitive process to find *Experian Health, Inc.* (Contractor) to provide these services, and

**WHEREAS**, the County finds Contractor qualified to provide billing editor and revenue cycle services to allow ARMC to best serve our patients and community; and

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

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

**A. DEFINITIONS**

- A.1 Correct Coding Initiative (CCI) Edits:** Correct Coding Initiative edits prevent improper payment when incorrect code combinations are reported. Many of the CCI edits are based on the standards of practice.
- A.2 Centers for Medicare & Medicaid Services (CMS):** a federal agency within the U.S. Department of Health and Human Services, responsible for administering Medicare, Medicaid, and other health programs
- A.3 CMS-1500 Form:** The CMS-1500 claim form is the current standard and is used not only for Medicare but also for some Medicaid state agencies and private insurers.
- A.4 Contractor Services:** Contractor's proprietary software applications as described in the Product Offering Table of this Contract or any subsequent amendment, but not any third-party applications, embedded or otherwise included or used in conjunction with the Services.
- A.5 Electronic Data Interchange (EDI):** Electronic Data Interchange is a secure way of transmitting data between healthcare institutions, insurers, and patients using established message formats and standards.
- A.6 Explanation of Benefits (EOB):** An EOB shows you the total charges for your visit, it is not a bill and will help you understand how much your health plan covers and what you will pay when you get a bill from your provider. An EOB is mailed to the guarantor from their insurance provider.
- A.7 Health Level 7 (HL7):** Is a standard for exchanging information between medical information systems. It is widely deployed and covers the exchange of information in several functional domains.
- A.8 Local Coverage Determination (LCD) Edits:** Local Coverage Determination is a decision made by a Medicare Administrative Contractor (MAC) on whether a particular service or item is reasonable and necessary and therefore covered by Medicare within the specific jurisdiction that the MAC oversees.
- A.9 Uniform Billing (UB):** refers to standardized system for submitting healthcare claims.

**B. CONTRACTOR RESPONSIBILITIES**

- B.1** Provide software as a service as set forth in Attachment C, as attached hereto, having has functional compatibility with the County electronic health system provided by Epic Systems Corporation and provides the following features:
  - i. Claims Scrubber and Editor for UB-04's and 1500 Billing
  - ii. Provide Database Management System to pull reports as needed
  - iii. Automated Secondary Billing 1500 to 1500
  - iv. Automated Secondary Billing UB to UB
  - v. Electronic Remittance Manager and Custom Posting
  - vi. Provide Real Time Eligibility System with insurance verification
  - vii. Ability to pull and customize detailed billing reports
  - viii. Ability to pull and customize detailed productivity reports
  - ix. Ability to pull and customize month end reports
  - x. Ability to provide patients price estimates for authorized services
  - xi. Provide Paper EOB to 835 Conversion.

- xii. Ability to generate and pull patient statements
- xiii. Provide the ability to make CCI/LCD edits
- xiv. Provide Payment Safe for Electronic Data Interchange
- xv. Provide description of the security model used for authentication and authorization

- B.2** Provide 24 hours a day, 7 days a week customer support with a minimum of 2 Hour response time.
- B.3** Provide IT Connectivity/interfaces consisting of all HL7, secure file transfer, and Electronic Data Interchange (EDI) interfaces which are needed to implement required workflows. The interfaces must comply with ARMC's Epic electronic health records system data exchange specifications and should support persistent test environments which mirror the live environment on both sending and receiving sides, as needed.
- B.4** Provide access and authorization for thirty (30) accounts.
- B.5** Mandatory integration with existing County security models as of the Effective Date. Such security models include Active Directory/Azure AD MFA and VPN for data transfers.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

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

### **C.2 Contract Amendments**

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

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

Neither party shall assign, delegate, or otherwise transfer this Contract or any of its rights or obligations under it, or purport to do any of these things, or any interest relating to this Contract without the prior written approval of the other party. Any attempted assignment, delegation or transfer by a party without such approval shall be null and void ab initio. The dissolution, merger, consolidation, reorganization, assumption, sale or other transfer of assets, properties, or controlling interest of a party constitutes an assignment of this Contract. Contractor may assign this Contract, in whole as part of a corporate reorganization, consolidation, merger, or sale of all of its assets, provided that Contractor provides County with ten (10) days' prior written notice of such assignment and County has the right to terminate this Agreement, if required by applicable law. This Contract is binding upon and inures to the benefit of the Party and their permitted successors and assigns. Persons or entities who are not a party to this Contract (other than Contractor and its affiliates, and their respective successors and assigns) shall not have any rights under this Contract, and the Parties hereby agree that nothing in this Contract shall be construed as creating a right that is enforceable by any person or entity that is not a party to this Contract (or a Contractor affiliate) or a permitted successor assignee of such party.

### **C.4 Contract Exclusivity**

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

### **C.5 RESERVED**

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

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (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 Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**C.7 Change of Address**

The Parties shall notify the other party, in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

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

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; and (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 all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies") to the extent County Policies do not conflict with Contractor's policies. County Policies shall be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or written means provided to Contractor. County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

**C.10.1 Contractor Confidential Information.** The Parties acknowledge and agree that the Services may include the delivery, access or use of (i) personal data or information that does or could be used to identify a patient, (ii) credit data or data that is a consumer report as defined under the Fair Credit Reporting Act, as may be amended, (iii) Test Data, (iv) any other data or information related to patients and/or businesses, in each case provided or made available by or on behalf of Contractor to County (including, without limitation, business credit data and marketing data); and (v) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual patient (collectively, "Contractor Confidential Information"). County represents and warrants that it shall not resell Contractor Confidential Information and that it shall only access, receive and use the Contractor Confidential Information in the manner explicitly permitted elsewhere in this Contract or the Business Associate Agreement between the Parties.

**C.10.2 Safeguards.** County agrees to treat Contractor Confidential Information responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers or any other person with access to such data. County shall implement and maintain a comprehensive information security program written in one or more readily accessible parts, and that contains administrative, technical and physical safeguards that are appropriate to County's size and complexity,

the nature and scope of its activities and the sensitivity of Contractor's Confidential Information. Such safeguards shall, at minimum, meet the standards required in 45 C.F.R. § 164.306(c) and shall be reasonably designed to (i) ensure the security and confidentiality of Contractor Confidential Information, and other information provided by Contractor, (ii) protect against any anticipated threats or hazards to the security or integrity of such information and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any patient. County shall promptly notify Contractor of any unauthorized access, use or disclosure of Contractor Confidential Information. Without limiting the generality of the foregoing, the Parties agree that Contractor's Confidential Information includes the confidential, proprietary and trade secret information of Contractor, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) processes, performance standards, models, attributes, weights, data structures, source code, object code, Contractor PINs, passwords, credentials, pricing structures, payer edits and application programming interfaces, and (ii) any other types of information applicable to the Services as may be identified elsewhere in this Contract and (iv) any copies or derivatives of such data or information. Except as expressly contained herein, nothing contained in this Contract shall be construed as conferring by implication, estoppel or otherwise upon County, any rights under any trade secrets or know-how of Contractor, and no such rights shall arise from this Contract or from any acts, statements or dealings resulting in the execution of this Contract. County acknowledges that Contractor has no obligation to disclose any of its payer edits to County and that Contractor retains a proprietary interest in any payer edits provided hereunder. County's obligations of confidentiality as to trade secrets shall survive until such trade secret is no longer deemed a trade secret under applicable law.

**C.10.3 County Confidential Information.** Any non-public data or information provided by or on behalf of County to Contractor in connection with County's request for the Services and which does not constitute Contractor Confidential Information ("County Confidential Information") is and shall continue to be the exclusive property of County. Except as otherwise permitted by law or elsewhere in this Contract or the Business Associate Agreement between the Parties, Contractor agrees to (i) use County Confidential Information for only the purposes of providing the Services to County and (ii) take reasonable steps to maintain the confidentiality of County Confidential Information and prevent unauthorized access, use or disclosure of County Confidential Information.

**C.10.4 Treatment of Confidential Information.** County and Contractor agree to not disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. County and Contractor each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft or alteration of its own information of a similar nature, but not less than reasonable care. If the receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the other party, it will, to the extent legally permissible, promptly notify the other party and if requested by the other Party, tender to the other Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent required permitted by law. The term "Confidential Information" means all nonpublic information, whether disclosed by a party or its affiliates or their respective employees or contractors, that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005). Notwithstanding the foregoing, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b)

was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for this Contract. Contractor or designee must respond to County inquiries within a reasonable time. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

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

**C.13 RESERVED**

**C.14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 RESERVED**

**C.16 Duration of Terms**

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

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 RESERVED**

**C.19 Improper Influence**

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

**C.20 Improper Consideration**

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

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

**C.22 Legality and Severability**

The Parties' actions under this 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 this Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

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

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

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

**C.25 Mutual Covenants**

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

**C.26 RESERVED**

**C.27 Notice of Delays and Excusable Delays**

Except as otherwise provided herein, if 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 promptly, give notice thereof, including all relevant information with respect thereto, to the other Party and use its reasonable effort to avoid or remove such causes of nonperformance and to complete delayed performance whenever such causes are removed. Contractor shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by County. In addition, neither Party shall be liable for any delay or failure in its performance under this Contract (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected Party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of state or national governments, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

**C.28 RESERVED**

**C.29 RESERVED**

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

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

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, 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.

**C.32 Relationship of the Parties**

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

**C.33 Release of Information**

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

**C.34 Representation of the County**

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

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party,

shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors.

For any subcontractor, Contractor shall be responsible for subcontractor compliance with this Contract and the subcontract terms and conditions; and

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 upon termination of this Contract.

**C.37 Subpoena**

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

**C.38 Termination**

**C.38.1 Breach.** In the event of a material breach of any term, condition, obligation or covenant under this Contract, other than the obligation to pay the fees, the non-breaching party shall give the breaching party written notice describing the breach in sufficient detail for the breaching party to cure the breach. The party receiving the notice shall have 30 days (the "Cure Period") in which to cure the breach. If the breach is not cured within the Cure Period, the non-breaching party may terminate this Contract upon written notice to the breaching party stating the effective date of termination. This remedy shall be in addition to any other remedy available at law or in equity. Termination of this Contract shall not relieve County of its obligation to pay for any Services performed or provided by Contractor under this Contract.

**C.38.2 Non-payment.** County is fully responsible for the payments of any charges not disputed in within 30 days from date of invoice ("Undisputed Fees") for the period during which Services are provided. If County fails to pay Undisputed Fees when due, Contractor reserves the right to suspend the Services without further notice to County. Additionally, if County fails to pay Undisputed Fees when due, Contractor may terminate this Contract following notice to County and 10 days' opportunity to cure.

**C.38.3** Either Party may terminate this Contract upon 15 days' prior written notice to the other party if (i) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

**C.38.4 Non-Appropriation of Funds.** This Contract may be terminated by County upon thirty (30) days' prior written notice if County does not receive funds sufficient to continue payments set forth in this Contract. In the event of termination due to a lack of

appropriations, County will pay Contractor for all undisputed fees and expenses related to the Services received prior to the effective date of termination.

**C.39 Time of the Essence**

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

**C.40 Venue**

Any dispute under this Contract involving a claim or suit against Contractor shall be brought in the federal or state courts in Orange County, California. Any dispute under this Contract involving a claim or suit against County shall be brought in the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

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

**C.42 Former County Administrative Officials**

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

**C.43 Disclosure of Criminal and Civil Procedures.** Contractor will provide the information via a background check that it performs. Contractor will implement background screening guidelines that will be applicable to any employees, representative or subcontractors who are assigned to work with County data under this Contract, or who have access to completed jobs for County under the Contract. The background screening process of the employee, representative or subcontractor will include: (i) a criminal background search of all court records in each venue of the individual's current and previous addresses over the past seven (7) years and (ii) drug testing. Such employee, representative or subcontractor must successfully pass the Contractor background screening process before they are assigned to work with County data. If County discovers that any Contractor personnel has a criminal conviction for violence or threat of violence, possession, sale or use of controlled substance; sex offender crime, violation or destruction of property, any crime of dishonesty, including but not limited to theft, fraud, receipt of stolen property or forgery, County shall promptly notify Contractor of its finding, and Contractor shall promptly remove such employee from assignment with County. If Contractor fails to remove such personnel after receiving such notice from County, then County may terminate use of the affected Services immediately upon notice to Contractor.

**C.44 RESERVED**

**C.45 RESERVED**

**C.46 Iran Contracting Act**

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

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

**C.47 RESERVED**

**C.48 California Consumer Privacy Act**

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

**C.49 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 Contract. 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.50 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

Contractor has disclosed to the County using Attachment B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and

the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

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

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

**C.51 RESERVED**

**C.52 LIMITED WARRANTY; DISCLAIMERS.**

Contractor warrants to County that Contractor will use commercially reasonable efforts to deliver the Services in a timely manner. Contractor warrants to County that Contractor will deliver the Services in a professional and workmanlike manner. Contractor warrants to County that Contractor will deliver the Services in accordance with recognized standards prevalent in the industry relevant to such Services. THE WARRANTIES IN THIS PARAGRAPH ARE THE ONLY WARRANTIES CONTRACTOR HAS GIVEN COUNTY WITH RESPECT TO THE SERVICES OR CONTRACTOR DATA. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO CONTRACTOR BY OTHER SOURCES, CONTRACTOR CANNOT AND WILL NOT BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, CONTRACTOR DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, CONTRACTOR MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTRACTOR SERVICES, ANY CONTRACTOR DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY CONTRACTOR HEREUNDER, AND CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA, INCLUDING PAYOR RESPONSE DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ACCEPTANCE BY COUNTY OF PAYOR RESPONSE DATA IS NO GUARANTEE OF PAYMENT OR REIMBURSEMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY. CONTRACTOR DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE CONTRACTOR SERVICES TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES CONTRACTOR MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE CONTRACTOR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE CONTRACTOR SERVICES WILL MEET COUNTY'S REQUIREMENTS.

**C.53 LIMITATION OF LIABILITY.**

EXCEPT FOR CLAIMS ARISING UNDER CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, COUNTY AGREES THAT CONTRACTOR'S TOTAL AGGREGATE LIABILITY UNDER THIS CONTRACT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED \$2,000,000. THE FOREGOING LIMIT ON LIABILITY SHALL NOT APPLY TO INTELLECTUAL PROPERTY INDEMNIFICATION. FURTHER, THE FOREGOING LIMIT ON LIABILITY SHALL NOT APPLY TO FRAUD OR OTHER CATEGORIES WHICH CANNOT BE CAPPED UNDER APPLICABLE LAW. COUNTY FURTHER ACKNOWLEDGES THAT THE WARRANTIES AND DISCLAIMERS ABOVE

**APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRESENT A FAIR ALLOCATION OF THE RISK BASED ON THE PRICES CONTRACTOR CHARGES FOR THE PRODUCTS AND SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS, SUPPLIERS AND/OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, COST OF CAPITAL, CLAIMS OF COUNTY FOR SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION, OR REMOVAL OF EQUIPMENT OR PROGRAMMING OR SUBSTITUTE FACILITIES OR SUPPLY RESOURCES, OR WILLFUL INFRINGEMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.**

**D. TERM OF CONTRACT**

This Contract is effective as of September 9, 2025 ("Effective Date") and expires September 8, 2030 but may be terminated earlier in accordance with provisions of this Contract.

**E. COUNTY RESPONSIBILITIES**

Provide a clean and safe work environment and compliance with terms of this Contract and the Business Associate Agreement.

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under this Contract shall not exceed \$2,502,153, of which \$2,502,153 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** Fees, Payment and Taxes. County shall pay Contractor for the Services in the amounts agreed upon in writing in this Contract or any applicable amendment. Contractor's invoices will be deemed to be correct and acceptable to County unless County advises Contractor of disputed items within ten (10) days of their receipt. Payments shall be made to Contractor within 45 days of invoice date. If County fails to pay any invoice in accordance with the foregoing terms, Contractor reserves the right to suspend the Services. The prices and rates for the Services do not include applicable federal, state, local, or foreign sales or use taxes. Excluding those taxes based solely on Contractor's income, corporate existence or corporate presence, County will pay or reimburse Contractor for such taxes; provided however, subject to Contractor's timely receipt from County of appropriate tax exemption certifications or statement of exemption, Contractor will remove exempt taxes from each invoice.

**F.3** Additional Products/Locations. County hereby acknowledges and agrees that a written amendment will be required to add any additional Services, facilities, locations and/or affiliate organizations and that additional fees may apply.

**F.4** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.5 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 this Contract.
- F.6 Costs for Services under the terms of this Contract shall be incurred during the contract term except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.7 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.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

Contractor agrees to defend claims arising from any third-party action, suit, or proceeding ("Action") naming County based on a claim that the Contractor Services as and when furnished by Contractor and provided to County for County's use hereunder infringe any valid and enforceable United States patent, trademark, trade secret, copyright, service mark or license rights of that third party, but excluding any administrative proceedings with the United States Patent and Trademark Office, including Post Grant Review, *Inter Partes* Review, and Covered Business Method Review; provided, however, that (a) County agrees to notify Contractor in writing promptly of any claim; (b) Contractor shall have the exclusive right to control the defense, including any appeals, and all negotiations for any settlement or compromise; (c) at Contractor's request, County shall reasonably assist Contractor in the defense of any such claim. 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 Contractor's ability to defend such lawsuit or claim, and 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.; Contractor may, at its election, (i) secure a right or license to allow County to continue using the Services; (ii) provide other data or require use of the Contractor Services in such a way that avoids the claim; (iii) modify the Contractor Services or use to the extent minimally required thereof to avoid the claim; or if none of these alternatives is available on a commercially reasonable basis, then (iv) terminate the particular feature of the Contractor Services or the affected Service that is the result of the claim. Contractor shall be liable only for its portion of the covered losses determined, on an objectively fair and equitable basis, to be attributable to Contractor based on the relative materiality of the role played by the Contractor Services in the claim.

The preceding paragraph shall not apply to any third-party claim to the extent the claim arises from or is based on (a) any portion of the Contractor Services that are provided by County, (b) the use of the Services by County in a manner neither designed nor contemplated by this Contract; (c) alterations or modifications by County of the Services not furnished, performed or approved by Contractor, and (d) County's combining with or adding to the Contractor Services beyond such combinations or additions which are (i) necessary for the operation of the Contractor Services or (ii) proposed by Contractor. As to any such use, Contractor assumes no liability whatsoever, and County agrees to hold Contractor harmless from and against any third-party claims arising therefrom.

If the Action involves other claims, then Contractor agrees to negotiate in good faith with County on matters relating to the direction of the defense and sharing the cost of the defense; provided, however, that nothing in this paragraph shall limit Contractor's ability and authority to defend in its sole discretion any covered claim for which Contractor agrees to provide indemnification (subject to the limits specified herein).

Subject to the Limitation of Liability above, this Section shall constitute County's sole remedy and Contractor's maximum liability for claims arising hereunder.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall include 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.

**G.3 Waiver of Subrogation Rights**

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

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

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

**G.5 Severability of Interests**

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

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time this Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder. Contractor or its insurer(s) shall provide at least thirty (30) days written notice to the Department prior to the cancellation or non-renewal of any required policies, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services.

**G.7 Acceptability of Insurance Carrier**

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

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

Any and all deductibles or self-insured retentions shall be the responsibility of the Contractor.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel this Contract.

**G.10 Insurance Review**

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

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

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

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

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

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

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

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Personal injury.
- e. Contractual liability.
- f. \$2,000,000 general aggregate limit.

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

If the Contractor is transporting one or more non-employee passengers in performance of contract Services, the automobile liability policy shall have a combined

single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

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

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

**G.11.5** **Professional Liability including Cyber Liability** – Professional Liability/Cyber Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits covering Services under this Contract 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 regulatory fines and penalties.

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.

**H. RIGHT TO MONITOR AND AUDIT**

**H.1** Contractor shall allow the County, State and Federal Government, including the Secretary of the Department of Health and Human Services (“Secretary”) and the Comptroller General, or their duly authorized representatives, access upon written request to this Contract and to the books, documents and records of Contractor that are necessary to verify the nature and extent of costs of Services furnished under this Contract. Contractor also agrees that if either Contractor or any entity under common control or ownership as Contractor carry out any duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization, the subcontract must contain a clause to the effect that the related organization must make available, upon written request, to the Secretary or the Comptroller General, or their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such access shall be until the expiration of four years after the Services are furnished under this Contract. County agrees that Contractor will have the right to audit County’s and any of its agent’s compliance with the terms of the Contract, including its access, receipt and use of the Services, Contractor Confidential Information and Contractor Data. County will provide reasonable cooperation with Contractor in connection with such audits and will provide Contractor, or obtain for Contractor access to, such properties, records and personnel as Contractor may reasonably require for such purpose.

**H.2 RESERVED**

**I. RESERVED**

**J. NOTICES**

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

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

Attention: Contract & Setup  
Experian Health, Inc.  
720 Cool Springs Blvd., Suite 200  
Franklin, TN 37067  
Fax 877-442-2150  
Email: contract&setup@experianhealth.com

All notices, requests or other communications hereunder shall be in writing and signed by an authorized representative of the notifying Party and shall be deemed delivered at the time of receipt if delivered by hand or, if mailed, three days after mailing by first class mail with postage prepaid to such Party's address as set forth below, or to such other address as either Party shall designate in writing to the other from time to time. Notice shall be deemed effective when delivered.

**K. ENTIRE AGREEMENT; ORDER OF PRECEDENCE.**

This Contract and these Terms and Conditions together with any attachments, schedules, statements of work, exhibits and other information, whether physically attached, incorporated by reference, contain the complete and exclusive understanding between the Parties regarding the subject matter herein and shall be superior to, control and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations or warranties, oral or written, by any officer employee, or representative of either party relating thereto. In the event of any conflicting terms, the following order of precedence shall control and prevail: 1) the Business Associate Agreement between the Parties; 2) the body of this Contract, AND 3) any Statement of Work. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. COMPLIANCE WITH LAWS.**

Contractor shall comply with all federal, state and local laws, rules and regulations applicable to Contractor as a provider of the Services. County shall comply with all federal, state and local laws, rules and regulations applicable to County's access, collection, use, storage, transmission and provision to Contractor of County data, and County's access, receipt and use of the Services and data received from Contractor. The aforementioned rules may include the Centers for Medicare & Medicaid Services (CMS) HIPAA Eligibility Transaction System/HETS Inquiries Rules of Behavior or individual state Medicaid rules for eligibility verification and claims transactions. Contractor reserves the right to revise, amend or supplement these Terms and Conditions, the terms under this Contract and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state or local law, rule or regulation, a third-party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to County. In the event County does not agree to such revisions made by Contractor, County may terminate this Contract upon 30 days' written notice.

**M. RETAINED RIGHTS; ACCESS AND USE.**

**M.1 Retained Rights.** County acknowledges that Contractor has expended substantial time, effort and funds to develop, create, compile, provide and deliver the Services, Contractor Confidential Information and various databases, improvements, technologies, inventions, developments, trademarks, ideas and discoveries associated therewith; all of which, when used in connection with the provision of, or access to, the Services shall be deemed part of the Services. County agrees that the Services, all data in Contractor's databases and any other intellectual property that are part of the Services or related to the Services are owned by Contractor (or its licensors or data providers, as applicable). Nothing contained in this Contract shall be deemed to convey to County or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services or Contractor Confidential Information. County shall not acquire under this Contract any license to use the Services or any Contractor Confidential Information in excess of the scope and/or duration described in this Contract.

**M.2 License Grant.** Subject to the terms and conditions of this Contract, and for so long as County is not in breach of the terms and conditions, Contractor grants County a limited, nonexclusive, non-assignable, and non-transferable right to use the Services at the site(s) designated on Exhibit A to this Contract for the purposes set forth herein for the Term of this Contract ("License Term"). These license grants also apply to any user documentation provided by Contractor ("Documentation").

**M.3 Access and Use.** County represents and warrants to Contractor that it shall access and use only the Services, Contractor Confidential Information and Test Data ("Test Data" shall refer to any data to which County has access through Contractor's test databases) for County's own internal business and solely in the manner explicitly permitted in this Contract. County further agrees that it shall not, and shall not permit others (including but not limited to any consultant, vendor, affiliate or related companies and users) to (i) change, modify, add code or otherwise alter the Services in any manner, (ii) re-sell, reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, translate or reproduce the Products Services or (iii) use, transform, modify or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of Contractor. County will not allow access or use by third parties unless it has received prior written consent from Contractor, except that County may provide access to County personnel (County employees and contractors). Contractor does not warrant the accuracy or completeness of Test Data.

**M.4 System Requirements.** County acknowledges and agrees that certain Services require high speed Internet connectivity and personal computers capable of running the latest active version release of Chrome, Firefox, Safari, or Edge ("System Requirements"), which System Requirements Contractor may change from time to time upon notice through its products and the product dashboard, and that the procurement and maintenance of such System Requirements are the responsibility of County. Any browser version (whether Microsoft Internet Explorer, Edge, Chrome or Firefox) must be within the last two most current releases. Any such version must also accommodate TLS v.1.2.

**N. SYSTEM TESTING.**

Contractor reserves the right to process test system inquiries on County's behalf in order to monitor service performance and quality assurance, but County shall not be responsible for any fees associated with such monitoring.

**O. ELECTRONIC SIGNATURES**

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

IN WITNESS WHEREOF, the 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: SEP 09 2025  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Lynna Moner  
Lynna Moner  
Clerk of the Board of Supervisors  
of the San Bernardino County  
Deputy



Experian Health, Inc.

(Print or type name of corporation, company, contractor, etc.)  
Signed by:  
By Jeff Corley  
F84007 (Authorized signature - sign in blue ink)

Name Jeff Corley  
(Print or type name of person signing contract)

Title Senior Director - Operations  
(Print or Type)

Dated: 08/26/2025

Address 720 Cool Springs Blvd

Franklin, TN 37067

**FOR COUNTY USE ONLY**

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

Date 8/28/2025

Reviewed for Contract Compliance  
►

Date

Reviewed/Approved by Department  
► Andrew Goldfrach  
Andrew Goldfrach, AR, MC Chief Executive Officer

Date 8/28/2025

**ATTACHMENT A**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (Agreement) supplements and is made a part of, and is subject to, terms and conditions of the contract (Contract) to which this Agreement is attached, by and between the San Bernardino County Arrowhead Regional Medical Center (hereinafter Covered Entity) and Experian Health, Inc. (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

**RECITALS**

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

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

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

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

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

**A. Definitions**

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

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

## **B. Obligations and Activities of BA**

### **1. Permitted Uses and Disclosures**

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as permitted or required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Business Associate may use and/or disclose de-identified PHI for any purpose provided that it is de-identified pursuant to the standards set forth in 45 CFR §164.514 . 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 permitted or 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 or no less restrictive terms 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 promptly, but no later than five (5) business days upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
  - a) Date the Breach or suspected Breach occurred;
  - b) Date the Breach or suspected Breach was discovered;
  - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
  - d) Number of potentially affected Individual(s) with contact information; and
  - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) business 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) business 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 a Breach has not occurred, notification to Individual(s) is not required.
  - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Reserved.

#### 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 receipt of a written 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 forward such request to CE within five (5) business days.

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, the time reasonably designated by CE but not less than within five (5) business days, or if not designated, within thirty (30) days of receipt of a written request form from 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. Notwithstanding the foregoing, BA shall only be required to provide such information to CE to the extent that no attorney-client, accountant-client or other privilege could be deemed waived by BA by virtue of such actions.

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 within the time reasonably designated by CE but not less than within five (5) business days, or if not designated, thirty (30) days of receipt of a written request from 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, if BA has breached a material term of this Agreement provided that CE provides BA an opportunity to cure the breach or end the violation within thirty (30) days of receipt of written notice of the breach from CE and BA is unable to cure the breach or end the violation or the breach is not curable.

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

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

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

### 15. Direct Liability

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

### 16. Indemnification

Subject to the limitation of liability in the Contract, 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, reasonable costs and reasonable expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any reasonable expenses incurred by CE in providing required Breach notifications.

### 17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

### 18. Insurance

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

### 19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or

otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party. Notwithstanding the foregoing, BA shall only be required to assist or participate in such proceedings to the extent that no attorney-client, accountant-client or other privilege could be deemed waived by such actions, and only to the extent that participating in such proceedings will not adversely affect BA's interest.

### **C. Obligations of CE**

1. CE shall notify BA in writing 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.

2. Notification of Security Events, Remediation & Suspension of Services. If CE becomes aware of any actual or suspected security violations or incidents including but not limited to, any Breach, data breach or the presence of any malware, ransomware, virus or malicious code on CE's system (any of which shall be deemed a "Security Event"), that may impact the BA's systems or networks (such as User Interfaces, file transfer VPN, or API connections), CE shall report such Security Event to BA within three (3) business days of CE's knowledge of such Security Event. CE shall ensure that a process is established for dealing with Security Events that require forensic investigation. If a Security Event occurs, CE shall, at its own expense (and without BA being deemed to waive any of its rights) (a) investigate the Security Event and perform a root cause analysis thereon; (b) provide BA with a remediation plan consistent with industry standards; and (c) remediate such Security Event in accordance with such plan. Upon receipt of notice of a Security Event, either directly from CE or constructively from industry publications, the media or otherwise, BA reserves the right to sever any connection to CE's systems or take other remedial measures as necessary in BA's sole and absolute discretion until such time as BA is satisfied that no continuing threat exists.

### **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 meet and negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

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

**ATTACHMENT A-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 (this "Addendum"). 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 Addendum. 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

Addendum;

- 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 after Contractor's NDA is signed.
  - 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, 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 Addendum. Contractor will ensure that, prior to being granted access to Data, staff who perform work under this Addendum 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 Addendum, or upon notice of termination of this Addendum, 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 seventy-two (72) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the County of:

- 1) The scale and quantity of the Data loss;
  - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
  - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
- b) If Contractor fails to respond promptly 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) 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 thirty (30) 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 Addendum.

**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 seventy-two (72) 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 Addendum 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:** As set forth in the Contract.

**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 County's business.



## ATTACHMENT B Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

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

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

### **DEFINITIONS**

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

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

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-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: Experian Health, 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: \_\_\_\_\_
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):  
 \_\_\_\_\_ Experian Health is publicly traded
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Experian Holdings	Experian Health, Inc. is a wholly owned subsidiary of Experian Holdings, Inc. In turn, Experian Holdings is a part of Experian North America which rolls up to Experian, plc which is publicly traded on the London Stock Exchange under the ticker symbol EXPN. Experian Health does not have client investors.

6. Name of agent(s) of Contractor:

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

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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	N/A
N/A	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: N/A \_\_\_\_\_

Date(s) of Contribution(s): N/A \_\_\_\_\_

Amount(s): 0 \_\_\_\_\_

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.

**ATTACHMENT C  
PRODUCTS AND SERVICES  
PRODUCT OFFERINGS AND FEES**

**PRODUCT OFFERINGS AND FEES.** Only the facility/facilities listed on Exhibit A hereto shall be entitled to receive the Products and/or Services set forth in the Product Offering Table below. County agrees to complete Exhibit A in its entirety. HIS/PMS system(s) applicable to this Contract include Epic.

Product Description	Qty	Fees (Unit Price)		
		Implementation	Subscription	Transaction
<b>Electronic Data Interchange (EDI) Coverage Discovery</b> identifies additional, date-specific, active coverage for existing patient accounts.	1	previously paid	\$0.00	The Coverage Discovery Transaction Fee shall be billed as provided below.
<b>Accelerated Secondary Billing</b> is an optional ancillary module that requires the purchase of the ClaimSource product to be used. This module allows for the ClaimSource system to generate secondary claims based on the payer's adjudication of the primary Medicare claim. Accelerated Secondary Billing accomplishes this by using Paid Claim Status from DDE and requires the provider to supply Experian with a dedicated set of credentials for their DDE login.	1	\$0.00	\$0.00	\$0.00
<b>Automated Secondary Billing</b> is an optional ancillary module that requires the purchase of the ClaimSource product to be used. This module allows for the ClaimSource system to generate secondary claims based on the payer's adjudication of the primary claim. Automated Secondary Billing accomplishes this by creating the secondary claim when the electronic remit (ANSI 835) file is received from the primary payer and the primary claim is designated as Paid.	1	\$0.00	\$0.00	\$0.00
<b>ClaimSource Eligibility</b> (Requires County to have an Contractor Eligibility product under contract to be used in ClaimSource) runs an eligibility check for patients against the Contractor eligibility repository during the claim load and validation process. If a valid response is found, that response will be re-purposed at no additional cost, and the eligibility edits will run against it. If a valid eligibility response is not found, then a new eligibility check is triggered and that response will be used for editing on the claim. All new eligibility transactions will be counted as part of the monthly transaction volume and appropriate fees will apply per the eligibility product's contractual agreement.	1	\$0.00	\$0.00	ClaimSource Eligibility may run an Eligibility Verification Transaction as described in the product description.
<b>ClaimSource Institutional/Professional + ERA for Epic</b> is a full service claims management system that allows clients to submit claims files from their host billing system(s) for processing, performing pre-submission edits and error checking, formatting outbound claims and submitting	1	\$0.00	\$0.00	The ClaimSource Transaction Fee shall be billed as provided below.

claims to payers. ClaimSource applies a full set of pre-submission edits including standard, payer specific, provider specific (custom) and medical necessity edits before claims are submitted to the payers.				
<b>ClaimSource - Medi-Medi Bad Debt Logs</b>	1	previously paid	\$2,570.88	\$0.00
<b>ClaimSource Archive Historical Claim Load</b> allows new ClaimSource clients to load historical claims into an archive file for viewing purposes only. These claims cannot be reported on, re-worked and/or re-submitted. The historical claims data must be provided for import in the ANSI 837 format.	1	\$0.00	\$0.00	\$0.00
<b>ClaimSource Archive Historical Remit Load</b> allows new ClaimSource clients to load historical remits into an archive file for viewing purposes only. Remits cannot be reported on or used for posting purposes. The historical data must be provided for import in the ANSI 835 format.	1	\$0.00	\$0.00	\$0.00
<b>Electronic Attachments</b> are attachments that are sent electronically to a payer that has agreed to accept them via an electronic interface. A unique identifier in the electronic attachment file and the PWK segment in the claim file is used to connect these two transactions on the payer's side.	1	previously paid	\$0.00	The Electronic Attachments Transaction Fee shall be billed as provided below.
<b>ClaimSource Enhanced Claim Status</b> triggers a request from the Contractor claims product or the HIS system. This enhanced transaction gives healthcare providers the ability to verify claim status through an EDI/data enhanced transaction for their claims follow-up process by targeting suspended, pending, denied, or lost claims as quickly as possible with intelligence retrieved directly from the payer's websites. The actionable intelligence can include enriched content such as proprietary remark codes and descriptions and detailed information on pending or suspended claims including specific requested information needed for adjudication.	1	previously paid	\$0.00	The Claim Status Transaction Fee shall be billed as provided below.
<b>ERA Custom Posting Batch</b> allows a batch modification to the source 835 file to accommodate the various requirements of the HIS/PMS systems. Includes splitting for multiple patient accounting systems, contractual adjustments, or specialized requirements.	1	previously paid	\$11,817.60	\$0.00
<b>The Paper EOB to 835 conversion service</b> allows for your lockbox Paper EOB payment PDF files and/or your locally scanned Paper EOB and checks to be converted to ANSI 835 files that can then be electronically posted, therefore eliminating the need to manually key them in.	1	previously paid	\$0.00	The Remittance Manager Paper EOB to 835 Conversion Transaction Fee shall be billed as provided below.
<b>The Premium EDI solution</b> optimizes the 271 response, representing the collection, analysis, and consolidation of multiple streams of eligibility data. This premium package allows for normalization of 271 data	1	previously paid	\$10,800	The Eligibility Verification Transaction Fee shall be billed as provided below.

across payers, embedded alerts that present important information to the registrar, bad plan code detection and repair to identify incorrectly registered insurances and web capture capabilities to automate notifications. This service also includes the OneSource solution.				
Bad Plan Code Detection detects when incorrect plan codes are entered in the Hospital Information System (HIS). Price is per HIS.	1	previously paid	\$0.00	\$0.00
Identity Verification uses the industry's most expansive, dependable and regulated data sources to give the latest contact information at point of service. IV immediately validates and corrects a patient's Name, Address, Social Security number (SSN), Date of birth (DOB), Phone, County.	1	previously paid	\$6,000	The Identity Verification Transaction Fee shall be billed as provided below.
<b>PaymentSafe Epic External Payment Page</b> provides the PaymentSafe hosted page in Epic's MyChart.	1	previously paid	\$1,380	The PaymentSafe Transaction Fee shall be billed as provided below. If County's HIS/PMS is Epic, an additional \$.05 per transaction fee for the PaymentSafe hosted page in Epic's MyChart will apply.
<b>PaymentSafe for EDI</b> is the engine behind HIS payment collection UI, connecting it to the processor of choice, and creating remit files as necessary. Up to 3 separate Merchant ID's are included. Reports are included.	1	previously paid	\$28,800	The PaymentSafe Transaction Fee shall be billed as provided below.
<b>Correct Coding Initiative (CCI)</b> rule set comprised of edits in Epic format used to detect mutually exclusive and compound/comprehensive requests that would cause a claim to be denied.	1	\$0.00	\$1,601.40	\$0.00
<b>Correct Coding Initiative (CCI)</b> additional rule set comprised of edits in Epic format used to detect mutually exclusive and compound/comprehensive requests that would cause a claim to be denied.	1	\$0.00	\$514.92	\$0.00
<b>Local Coverage Determination (LCD) / National Coverage Determination (NCD) Part A</b> rule set built in Epic format.	1	\$0.00	\$6,420	\$0.00
<b>Local Coverage Determination (LCD) / National Coverage Determination (NCD) Part B</b> rule set built in Epic format.	1	\$0.00	\$6,420	\$0.00
<b>OneSource Install plus Eligibility</b> includes the initial install of the OneSource solution and provides individual payer eligibility, benefits data, user self-service, and online tools.	1	\$0.00	\$0.00	The Eligibility Verification Transaction Fee shall be billed as provided below.
<b>The PAX A80</b> is an Ethernet countertop device with a 4" Color Display, Touchscreen, Printer, and Physical Keypad. It supports a Magnetic Strip, CHIP, and Contactless transactions. Also includes Control Center and Validated Point to Point Encryption.	12	previously paid	\$222.48	\$0.00
<b>PaymentSafe for OneSource with eCare NEXT/Epic (FREE)</b> includes account balance	1	previously paid	\$0.00	\$0.00

presentation, payment processing, payment plans, payment remittances and payment reporting.				
<b>Precise ID via CrossCore</b> identity proofs patients/members during portal enrollment, leveraging knowledge-based questions from credit and non-credit sources to verify that a person is who they say they are. CrossCore is Contractor's on-demand, web-based platform for fraud and identity verification assessment.	1	previously paid	\$0.00	The Precise ID Transaction Fee shall be billed as provided below.
<b>Patient Statements/Letters</b> are patient-friendly billing communications that provide critical financial and insurance information from an A/R system in a single account or consolidated statement or letter format. The base product includes duplex variable imaging (4-color) on blank white paper, generic stock exterior and return envelopes, data processing for one file format, printing and mailing services (excluding postage) for one statement/letter template.	1	previously paid	\$0.00	The Patient Statements Transaction Fee shall be billed as provided below.

*Fees referenced above are stated at unit cost value. Totals presented below contain extended costs.*

<b>Total 1st Year Fees (excluding transaction fees)</b>	<b>\$0.00 and previously paid</b>	<b>\$76,547.28</b>
<b>Future Recurring Fees (excluding transaction fees)</b>	<b>N/A</b>	<b>\$76,547.28</b>

**PASS-THROUGH FEES.** Fees exclude pass-through fees ("Pass-Through Fees") from state and federal governmental entities ("Governmental Entities"), Medicaid and Medicare Managed Care Organizations ("MCOs"), third-party payers, communication tariffs, and/or other similar fees. Without prior notice, Pass-Through Fees will be billed monthly in addition to all other Fees at the cost that Contractor pays to obtain transaction data. Notwithstanding any other provision of this Contract to the contrary, Contractor shall have the right to increase the Pass-Through Fees to offset any increases in rates, changes, or other costs from Governmental Entities, MCOs and other third parties, including without limitation Medicaid and Medicare administrators, or any increase in the cost of providing services hereunder resulting from rules, regulations and operating procedures of any federal, state or local agency or regulatory authority. The Pass-Through Fees are not subject to approval by Contractor.

**SUBSCRIPTION FEES.** Subscription fees relate to the ongoing availability of the product offering(s) to County. These fees are presented on an annual basis but billed on a monthly basis for the duration of this Agreement. Billing begins on the Effective Date.

**ONLINE TRAINING AND CUSTOM PROGRAMMING FEES.** Contractor shall provide online training for products listed above. The training shall be scheduled at such dates and times that are acceptable to Contractor and County. Further, custom programming is available, to the extent requested in writing by County, for a fee set forth in an amendment to this Contract.

**TRANSACTION FEES.** Transaction Fees are billed per each successful transaction processed. A "successful" transaction shall be defined as an electronic transaction that returns a valid payer, data source, or business associate response to County from Contractor as an inquiry sent to Contractor from County's HIS/PMS system(s). Transactions are billable to County on the Effective Date and will be billed on a monthly basis for the duration of this Contract.

**CLAIMSOURCE TRANSACTION FEES.** The ClaimSource transaction fee ("ClaimSource Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning on the Effective Date ("ClaimSource Billing Date"). The ClaimSource Transaction Fee does not include Pass-Through Fees. In no event will the ClaimSource Transaction Fee be less than the Monthly Base Rate.

ClaimSource Transaction Fee			
Monthly Rate	Base	Monthly Max Transactions	Excess Usage Fees

\$6,960 per month	60,000 transactions per month	\$0.126 per transaction in excess of 60,000 transactions per month
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**CLAIM STATUS TRANSACTION FEES.** The Claim Status Transaction Fee ("Claim Status Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning on the Effective Date ("Claim Status Billing Date"). The Claim Status Transaction Fee does not include Pass-Through Fees. In no event will the Claim Status Transaction Fee be less than the Monthly Base Rate.

Claim Status Transaction Fee		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
\$7,567.29 per month	56,054 transactions per month	\$0.145 per transaction in excess of 56,054 transactions per month

**COVERAGE DISCOVERY TRANSACTION FEES.** The Coverage Discovery transaction fee ("Coverage Discovery Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning on the Effective Date ("CD Billing Date"). In no event will the Coverage Discovery Transaction Fee be less than the Monthly Base Rate.

Coverage Discovery Transaction Fee		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
\$1,725 per month	1,500 patient records per month	\$1.16 per patient record in excess of 1,500 patient records per month

**ELECTRONIC ATTACHMENTS TRANSACTION FEES.** The Electronic Attachments transaction fee ("Electronic Attachments Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any. These fees are billed on a monthly basis beginning on the Effective Date ("Electronic Attachments Billing Date"). The Electronic Attachments Transaction Fee does not include Pass-Through Fees. In no event will the Electronic Attachments Transaction Fee be less than the Monthly Base Rate.

Electronic Attachments Transaction Fee		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
\$234 per month	1,500 transactions per month	\$0.166 per transaction in excess of 1,500 transactions per month

**ELIGIBILITY VERIFICATION TRANSACTION FEES.** The Eligibility Verification transaction fee ("Eligibility Transaction Fee") includes eligibility verification transactions across all product platforms, including eCare NEXT®, IntelliSource, EDI, OneSource, BatchSource and Claims as well as any other transactions triggered by another Product. The Eligibility Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning on the Effective Date ("EV Billing Date"). The Eligibility Transaction Fee does not include Pass-Through Fees. In no event will the Eligibility Transaction Fee be less than the Monthly Base Rate.

Eligibility Verification Transaction Fee		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
\$8,250 per month	75,000 transactions per month	\$0.120 per transaction in excess of 75,000 transactions per month

**IDENTITY VERIFICATION TRANSACTION FEES.** The Identity Verification transaction fee ("Identity Verification Transaction Fee") includes Identity Verification transactions across all product platforms. The Identity Verification Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning on the Effective Date ("Identity Verification Billing Date"). In no event will the Identity Verification Transaction Fee be less than the Monthly Base Rate.

Identity Verification Transaction Fee			
Monthly Rate	Base	Monthly Max Transactions	Excess Usage Fees
\$1,250 per month		5,000 transactions per month	\$0.26 per transaction in excess of 5,000 transactions per month

**PATIENT STATEMENTS TRANSACTION FEES.** The Patient Statements transaction fee ("Patient Statements Transaction Fee") includes the first page of each Statement and shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. Fees for additional pages and postage will be as set forth in the Section entitled "Additional Terms Applicable to Patient Statements" herein. These fees are billed on a monthly basis beginning on the Effective Date ("PS Billing Date"). The Patient Statements Transaction Fee does not include Pass-Through Fees. In no event will the Patient Statements Transaction Fee be less than the Monthly Base Rate.

Patient Statements Transaction Fee			
Monthly Rate	Base	Monthly Max Transactions	Excess Usage Fees
\$5,025 per month		33,500 transactions per month	\$0.16 per transaction in excess of 33,500 transactions per month

**PAYMENTS SAFE TRANSACTION FEES.** The PaymentSafe transaction fee ("PaymentSafe Transaction Fee") shall be equal to the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning on the Effective Date ("PS Billing Date"). The PaymentSafe Transaction Fee does not include Pass-Through Fees. In no event will the PaymentSafe Transaction Fee be less than the Monthly Base Rate.

PaymentSafe Transaction Fee			
Monthly Rate	Base	Monthly Max Transactions	Excess Usage Fees
\$630.000 per month	per	3,000 transactions per month	\$0.220 per transaction in excess of 3,000 transactions per month

**PRECISE ID TRANSACTION FEES.** The Precise ID transaction fee ("PID Transaction Fee") includes Precise ID transactions across all product platforms. The PID Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning on the Effective Date ("PID Billing Date"). In no event will the PID Transaction Fee be less than the Monthly Base Rate.

Precise ID Transaction Fee			
Monthly Rate	Base	Monthly Max Transactions	Excess Usage Fees
\$1,785 per month		1,500 transactions per month	\$1.20 per transaction in excess of 1,500 transactions per month

**REMITTANCE MANAGER PAPER EOB TO 835 CONVERSION TRANSACTION FEES.** The Remittance Manager Paper EOB to 835 Conversion transaction fee ("RM EOB Conversion Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any. These fees are billed on a monthly basis beginning on the Effective Date ("RM EOB Conversion Billing Date"). The RM EOB Conversion Transaction Fee does not include Pass-Through Fees. In no event will the RM EOB Conversion Transaction Fee be less than the Monthly Base Rate.

Remittance Manager Paper EOB to 835 Conversion Transaction Fee			
Monthly Rate	Base	Monthly Max Transactions	Excess Usage Fees
\$1,500 per month		4,000 transactions per month	\$0.385 per transaction in excess of 4,000 transactions per month

**PRODUCT SPECIFIC TERMS**

**ADDITIONAL TERMS APPLICABLE TO CLAIMSOURCE**

**ELECTRONIC INTERFACES AND SYSTEM SOFTWARE.** County is responsible for providing electronic file(s), containing data elements for UB04 and or CMS-1500 Form medical claims ("Claims File") for use with the system software. The Claims File shall be delivered in an industry standard file format(s), or mutually agreed upon non-standard format, by a secure network connection, or other Contractor approved method. Additional charges shall apply for programming changes

to the system software resulting from County changes in the format(s) of the Claims File. These changes will be billed to the County based on Contractor's current hourly programming rate.

The system software accepts HIPAA compliant remittance advice data file(s) containing data elements related to payments and adjustments for medical claims for the contracted payers. The system software provides an output file format for transfer to accounts receivable systems. County is responsible for the file transfer of remittance advice data file(s) from Contractor system to all other systems for the purposes of updating accounts receivable.

**ENROLLSOURCE PORTAL.** Claim and remittance enrollment documentation may be completed within Contractor's EnrollSource portal. County agrees to allow Contractor to sign and submit, on County's behalf, enrollment documentation with all payers of which County has notified Contractor. For Contractor to automate the payer enrollment process, County agrees to provide electronic signature from authorized personnel for application to enrollment forms which shall be collected via EnrollSource portal or authenticated email signature. Once approver/signer signature is collected, the signature shall be applied to enrollment forms by a Contractor user. County is responsible for updating enrollment form electronic signature within EnrollSource upon change of designated approver/signer, and Contractor shall not be responsible or liable in any way for County's failure to so update enrollment form electronic signatures within EnrollSource.

#### **ADDITIONAL TERMS APPLICABLE TO CONTROL CENTER AND VALIDATED POINT TO POINT ENCRYPTION**

**COUNTY OBLIGATIONS.** Access and use each of the Control Center and Validated Point to Point Encryption products is permitted solely for County's internal use and benefit. County agrees to use Control Center and Validated Point to Point Encryption in accordance with applicable federal, state and local laws and judicial requirements and any documentation provided to County in association with its product use. County is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data as it is entered or uploaded. Contractor is not responsible for any inability to provide Control Center or Validated Point to Point Encryption services due to County's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software.

**USER IDS.** County is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with its use of Control Center and Validated Point to Point Encryption whether or not such activities have been authorized by County.

**WARRANTIES AND DISCLAIMERS.** THE CONTROL CENTER AND VALIDATED POINT TO POINT ENCRYPTON PRODUCTS ARE PROVIDED TO COUNTY ON AN "AS IS" BASIS. CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE WITH RESPECT TO THE CONTROL CENTER OR VALIDATED POINT TO POINT ENCRYPTON PRODUCTS. CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES THAT COUNTY'S ACCESS TO AND USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. In addition, Contractor makes no representations or warranties as to the compliance of the Control Center or Validated Point to Point Encryption products with rules of or certification requirements of the PCI Security Standards Council or other industry guidance. The above exclusions apply only to the extent compliant with applicable law.

#### **ADDITIONAL TERMS APPLICABLE TO CARD TERMINALS**

**MICROCHIP SHORTAGE.** Given the global shortage of microchips, which has impacted card terminals among other products and industries, Contractor cannot guarantee or predict a delivery schedule for terminals. Contractor processes orders on a first-come first-served basis. In addition, Contractor reserves the right to offer terminals of equal or better functionality as those listed herein as necessary given the shortage, which may be subject to a difference in price.

#### **ADDITIONAL TERMS APPLICABLE TO COVERAGE DISCOVERY**

**PRODUCT TERMS.** Contractor will identify active coverage on the date of service ("Coverage") from an electronic file submitted by County ("BatchSource Coverage Discovery") or from an electronic request submitted via an on-demand platform such as eCare Next, EDI or OneSource ("On-Demand Coverage Discovery"). Coverage Discovery® shall include the proprietary payer optimization engine, the account optimization engine, and the Eligibility Enriched Response data. Each unique incoming and outgoing format shall be deemed a "Configuration". The electronic file for the BatchSource version submitted by County must conform to the specifications provided by Contractor. Contractor will provide County with a work list indicating which accounts have Coverage in a flat file for the BatchSource version. Contractor will provide County with a results queue in County's on demand platform, as applicable, indicating which accounts have Coverage for any on-demand version purchased by County.

### **ADDITIONAL TERMS APPLICABLE TO PRECISE ID**

**SERVICES.** County shall use commercially reasonable measures to identify consumers and will accurately provide ' with complete identifying information about the consumer inquired upon in the form specified by Contractor. County shall enter all County and type code information requested by Contractor. Contractor may use Contractor's transaction data in order to provide the Products and Services herein consistent with applicable federal, state and local laws, rules, and regulations.

**IMPLEMENTATION APPROVAL.** If applicable, Contractor will configure the Services pursuant to specifications provided by County in the Sign-Up Form. Upon completion of the configuration, County shall test and audit performance of the Services to ensure proper configuration. County shall notify Contractor if the Services fail to meet the configuration requirements, and Contractor shall modify the configuration to meet County's requirements set forth in the Sign-Up Form. Such modification constitutes County's sole remedy for failure to configure the Services in accordance with the Sign-Up Form and Contractor's maximum liability for any such failure.

**OPTIONAL SERVICES.** The following optional Services are available upon request from County at the rates set forth below:

Analytical Consulting	\$350 per hour or \$2,500 per day
Additional Custom Development	\$250 per hour

### **ADDITIONAL TERMS APPLICABLE TO CROSSCORE**

**AUTHORIZATION TO USE CROSSCORE.** Subject to County's compliance with the terms and conditions of this Contract, Contractor grants County a nonexclusive and non-transferable right to use CrossCore during the Term for CrossCore Connectivity. Contractor will provide County with a minimum of 10 User logins for Users to access CrossCore. Each unique User must use a unique login, provided by Contractor, to access CrossCore. Upon County's request, Contractor will provide additional User logins, subject to reasonable fees. Contractor reserves the right to terminate, suspend or limit any User's access to CrossCore.

**COUNTY RESPONSIBILITIES.** In addition to the confidentiality obligations in the Contract, County is responsible for (i) maintaining the confidentiality of login information, preventing unauthorized access or use of CrossCore, monitoring activities conducted under its User logins, and notifying Contractor of any unauthorized access or use; (ii) immediately notifying Contractor of any compromise of User logins and assisting in any investigation or remedial action in the event of a compromise; (iii) obtaining and maintaining the necessary County equipment; (iv) ensuring that the equipment complies with the requirements applicable to CrossCore and any related documentation; (v) ensuring the accuracy, quality, integrity, legality, reliability, and appropriateness of all data received from County; and (vi) maintaining reasonable anti-virus and data security controls. County is responsible for all activities of its Users with respect to CrossCore.

**RESTRICTIONS ON USE.** County will use CrossCore solely for its internal business purposes and in accordance with the terms, scope, and use limitations of this Contract. County will not, and will ensure that its Users do not: (i) resell, sublicense, lease, rent, time-share or otherwise make CrossCore, available to any third-party, including third-party consultants of County; (ii) use CrossCore to send or store infringing, unlawful or tortious material or violate third-party privacy rights; (iii) gain or attempt to gain unauthorized access to, disrupt the integrity or performance of, or damage, disable, overburden or impair the operation of CrossCore; (iv) upload to CrossCore or use CrossCore to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) modify or copy CrossCore or create derivative works based on any aspect of CrossCore; (vi) reverse engineer, disassemble, decompile or otherwise attempt to recreate, obtain or perceive the underlying code for CrossCore; (vii) access CrossCore or the Contractor Services for the purpose of building a competitive product or service or copying its features or user interface; (viii) use or permit the use of CrossCore for purposes of product evaluation, benchmarking or other comparative analysis without prior written consent, or (ix) permit access to CrossCore by a direct competitor of Contractor.

**REGULATORY COMPLIANCE AND INTELLECTUAL PROPERTY.** County is solely responsible for its regulatory compliance in its use of CrossCore. Experian owns, reserves, and retains all rights, title and interest in and to CrossCore. Neither County nor any User acquires any right or interest of any kind in CrossCore because of the access provided in this Contract. All rights and interest to derivative works, modifications, additions or improvements to CrossCore will remain with and are hereby assigned to Contractor, by County for itself and on behalf of its Users, regardless of inventorship or authorship, and regardless of the Party suggesting or making the derivative work, modification, addition or improvement.

### **ADDITIONAL TERMS APPLICABLE TO ELIGIBILITY VERIFICATION SERVICES**

As a value-add functionality to the use of eligibility verification services, Contractor reviews eligibility transactions against beneficiary files or roster files it hosts for certain health plans, accountable care organizations, independent physician

associations, and other entities in which healthcare providers have a value-based care incentive (collectively, Coordinating Care Entities or "CCEs"). If County's patient is a member of a CCE for which Contractor hosts the beneficiary file or roster file in its MemberMatch solution and if the patient has not opted out of data sharing, then the eligibility response returned to County will, in addition to all standard eligibility response data, indicate to County that the patient is attributed to that CCE and contain (1) the CCE's name, (2) CCE's contact information, and (3) instructions on how County may coordinate care with the CCE. Furthermore, also for the purpose of care coordination, Contractor will alert the CCE to the patient's activity from the data sent to the eligibility clearinghouse using our MemberMatch solution. This added functionality is provided at no cost to County. County can opt out of this added functionality, without otherwise impacting County's right to or use of eligibility services, by sending email notice to [coordination-opt-out@experianhealth.com](mailto:coordination-opt-out@experianhealth.com). If it opts out, County will not receive information relating to CCEs in its eligibility responses.

County shall adhere to all rules (including, without limitation, the Transaction Rule specified in 45 C.F.R. Parts 160 and 162, as amended from time to time), procedures, instructions, specifications, regulations, obligations, and policies of clearinghouses, payers, and government agencies having jurisdiction including the department of Health and Human Services and shall, upon request, provide County's written acknowledgment of such obligations. For Medicaid eligibility transactions: (a) access to eligibility information shall be restricted to verification of Medicaid eligibility when a Medicaid recipient is receiving medical service; (b) verification of eligibility under the system is not a guarantee of payment; (c) County must include the current Medicaid Provider number of the entity requesting the information in each eligibility request; (d) Contractor may inquire about the status of a claim on behalf of County if authorized to do so by the County; (e) Contractor may request prior authorization on the County's behalf if requested to do so by the County; (f) eligibility information provided to County by Contractor will be limited to the following: recipient name, Medicaid number, social security number, date of birth, indication that the individual is eligible for the date queried or a range of dates queried, Medicaid identification number, Medicare health insurance claim number, third party insurers including policy number and type of coverage, recipient lock-in information, and managed care organization (MCO) coverage information; and (g) County agrees to abide by the federal and state regulations regarding confidentiality of information. In order to submit Medicare transactions, County has to be an active enrolled Medicare provider. For all other eligibility transactions, submission of a transmission is not a pre-authorization of any medical treatment or a payer's agreement to pay for any medical services rendered or durable medical equipment or supplies provided, and such determination will be made through the normal claims adjudication process in effect between County and payer. County will take all reasonable and necessary care to ensure that transmissions are timely, complete, accurate, and confidential.

If County receives data or transmissions not intended for County, County shall immediately notify Contractor and dispose of the data or transmissions as instructed by Contractor.

County shall immediately notify Contractor upon County's receipt of any request from a governmental authority for information or documents relating to eligibility transactions, except to the extent such notification is prohibited by law.

#### **ADDITIONAL TERMS APPLICABLE TO IDENTITY VERIFICATION SERVICES**

County acknowledges that Identity Verification contains information from the Death Master File as issued by the Social Security Administration. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, County certifies that, consistent with its use of Identity Verification under the GLB Act, County's use of deceased flags or other indicia within Identity Verification is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). County further certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within Identity Verification.

#### **ADDITIONAL TERMS APPLICABLE TO PATIENT DEMOGRAPHIC VERIFICATION SERVICES**

**PATIENT DEMOGRAPHIC VERIFICATION SERVICES.** County shall use reasonable measures to identify consumers and will accurately provide Contractor with complete identifying information about the consumer inquired upon in the form specified by Contractor. County acknowledges and agrees as follows: the facility must respond to audit requests within 72 hours of notification by Contractor requiring identification of a specific end user(s); the use of the data is for reference and verification in connection with Contractor's business processes, and shall be limited to required institutional risk control, insurance purposes, or the detection and prevention of fraud. Appropriate steps shall be taken to prevent the misuse of the data. All right, title and interest in and to the data under contractual, copyright, and related laws is retained by Contractor and any applicable third-party vendors. The data shall not be reproduced, retransmitted, republished, or otherwise transferred for any commercial purpose. The data or results of the data shall not be distributed to the patient or any party acting on behalf of the patient. The data shall be used in accordance with the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.); the Federal Gramm-Leach-Bliley Act, (15 U.S.C.A, Sec. 6801 et seq.); and such state and local requirements or any legislation, rules, or regulations as may be enacted or adopted after the date of this Agreement by any federal, state,

or local government body. The data is being provided "AS IS," is collected from various sources, including third parties and may or may not be completely thorough and accurate.

**ADDITIONAL TERMS APPLICABLE TO PATIENT STATEMENTS**

*Patient Statement Fees			
Statement Transaction Fee	Web PDF Viewer Fee	NCOA Fee	Postage and Shipping
First page Statement Transaction Fee as priced above; additional pages will be billed at the rate of \$0.05 each	\$0.015 per statement image (front=1 image, back=1 image)	\$0.08 per each address updated	Postage and shipping shall be billed as provided below.

**STATEMENT DEVELOPMENT AND CUSTOM PROGRAMMING FEES.** Statement Development Fees relate to the development of the statement template. The Implementation Fee includes the number of statements and templates set forth in the Product Offering Table above. Following the Effective Date, in the event County requires (i) the development of additional statement(s)/letter template(s); (ii) additional applications for letters, schedule itineraries, demand letters or other functions; or (iii) any custom programming, the Parties will enter into a Custom Programming Amendment that details any additional fees for the additional Products and Services.

**STATEMENT TRANSACTION FEES.** Statement Transaction Fees include the cost of inventory, processing of one mail piece consisting of County's printed images and conversion of the statement to web PDF format. Statement Transaction Fees become due and payable immediately following the initial application run.

**FEE INCREASE FOR PAPER PRODUCTS.** Once each calendar quarter, commencing on the first day of the calendar quarter following the initial application run, County shall have the right to adjust the prices for paper products by the same percentage as the change in the Bureau of Labor Statistics Producer Price Index series ID: PCU322121322121. If this index ceases to be published, a comparable index shall be used.

**RUSH CHARGES FOR INVENTORY.** Rush charges are not part of the inventory prices but are in addition to such inventory prices and will be billed to County at the time that they occur.

**ADDITIONAL DEVELOPMENT AND STATEMENT FEES.** Additional fees for programming and special handling shall apply including, but not limited to, the fees listed below.

Item	Charge Unit	Unit Price
Additional Programming	Per hour	\$150
Halt/Start/Abort Run	Per event	\$300
Special Handling-General	Per package	Pass-through from third-party print vendor
Special Handling-Manual Flats	Per package	Pass-through from third-party print vendor
Special Handling-Manual Box	Per box	Pass-through from third-party print vendor
Inserting Additional Inserts	Per item inserted	\$.05

**WEB PDF VIEWER FEES.** Web pdf viewer fees represent the cost to load, store and provide County access (not patient access) to statement images using a web-based portal. Web pdf viewer fees are charged per statement image processed.

**POSTAGE AND SHIPPING FEES.** Postage fees are billed per statement mailing and shall be based on County's mailed Package's three-digit rates under the U.S. Postal Service mail qualification regulations for said Packages mail density and quantity if such packages qualify. Packages that do not meet the USPS standards for letter mail shall be billed at retail rates. In the event that Contractor is able to obtain better rates (such as five-digit) from the applicable third-party fulfillment vendor for qualifying packages, Contractor will pass such rates along to County without any mark up. In the event that changes in state or federal laws, regulations or standards (including USPS rates and/or regulations) or any third parties which provide mailing and shipping services to Contractor on behalf of County, increase Contractor's cost of mailing, then Contractor shall increase the postage and shipping fees by the same amount, without markup.

**USPS MOVE UPDATE REQUIREMENTS.** County is responsible for meeting USPS Move Update Requirements. To meet the USPS Move Update Requirements (and qualify for presorted prices), each address and associated occupant name used on the mail piece must be updated within 95 days before the mailing date. Contractor will provide a report containing

addresses standardized and validated along with a new address (when available) for addressees who matched the USPS NCOALink™ database, and it is County's responsibility to update its data with the required information. Contractor shall not be liable for any increased postage or other damages that result from County's failure to comply with the Move Update Requirements.

**CHANGES TO FILE FORMAT.** Contractor and County will initially agree upon the statement template, envelope, data file format, electronic data transmission protocol, if applicable and cut-off dates. Once the data file format, protocol and cutoff dates are agreed upon, changes must be by written notification to Contractor and must adhere to the following schedule:

Change Submission Schedule	
Forms Printing:	Artwork approval 90 days prior to live use
Envelope Printing:	Artwork approval 90 days prior to live use
Insert Printing:	Artwork approval 30 days prior to live use
Electronic Forms:	Format approval 30 days prior to live use
Data or Print File Format:	120 days prior written notification
Data Transmission Protocol:	Mutually agreed
Insert Plan Setup:	30 days prior written notification

In the event that County makes a change to its data file format without notifying Contractor in advance as provided herein and such change results in a disruption of processing, County will be charged a minimum of four hours programming time to cover Contractor's costs of implementing a correction to enable processing to continue. Should the estimated time needed to implement a correction be greater than four hours, Contractor will notify County, and County will have the option of: (i) authorizing Contractor to effect the necessary corrections or (ii) re-transmitting the data. County will be responsible for all processing charges incurred prior to the disruption the scheduled processing. All programming shall be billed at Contractor's then-current statements custom programming hourly rate.

**PENALTIES FOR DATA TRANSMISSION BEFORE A FINAL ACCURACY CHECK.** County may, at its option, transmit County data before County has made a final accuracy check. Should retransmissions be necessary, or a release be issued that is later rescinded, County shall pay Contractor for any work performed prior to rescission. In addition, should County's packages already have been released to delivery carrier when the rescission was issued, County shall pay any incurred postage.

**ADDITIONAL TERMS APPLICABLE REMITTANCE MANAGER - ERA - PAPER EOB TO 835 CONVERSION**

**REMITTANCE MANAGER - ERA - PAPER EOB TO 835 CONVERSION.** County consents to Contractor's use of a third-party vendor that utilizes offshore resources for the provision of this service.

**ADDITIONAL TERMS APPLICABLE TO CREDIT PRODUCTS AND SERVICES**

**FAIR CREDIT REPORTING ACT**

**FCRA USE CERTIFICATION.** Subject to the terms and conditions of this Contract, Contractor grants to County a non-exclusive, non-transferable right to internally access and use the consumer credit data in the Products and Services described herein ("Information Services"). County shall request and use the Information Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., as amended ("FCRA"), and shall comply with all requirements of the FCRA applicable to it.

**STATE CERTIFICATION.**

**CALIFORNIA CERTIFICATION.** If County is a retailer who uses consumer report information in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act, as amended by California AB 156 effective July 1, 1998, then County shall instruct its employees responsible for receiving in-person credit applications from California consumers, including point of sale applications, to inspect the applicant's photo Contractor identification prior to requesting consumer report information; and County shall identify to, either by subscriber code or by flag on the affected inquiry, when it requests consumer report information for an in-person credit application. Additional information regarding California certification requirements is located in the State Compliance Matters California Retail Seller supplement located at <http://www.experianhealthproductdashboard.com/wp-content/uploads/2015/12/CAretail.pdf>.

**VERMONT CERTIFICATION.** When County requests a consumer report on a Vermont resident, County agrees to comply with Vermont law (including without limitation, 9 V.S.A. 2480e and 2480g). County expressly agrees to obtain the consumer's consent before requesting a consumer report to the extent and

in the manner required by Vermont law. Additional information regarding Vermont requirements is in the Vermont Fair Credit Reporting Contract Certification supplement located at <http://www.experianhealthproductdashboard.com/wp-content/uploads/2015/12/VermontFCRA.pdf>.

**SERVICE AND USE RESTRICTIONS.** Except as expressly contemplated by this Contract, County shall not (a) distribute, publish, transmit, or disseminate, in any form or by any means (including, without limitation, any internet) any part of the Information Services or the data delivered as part of the Information Services ("Data"); (b) allow any third party to access the Information Services or the Data; (c) sell, sublicense, lease, rent, resell, or otherwise transfer any of the Information Services or the Data; (d) use the Information Services or the Data for other than its own internal purposes; (e) use the Information Services or the Data to identify or solicit potential customers for its products or services (provided, however, that County shall be entitled to use the Information Services and the Data to enhance information relating to its existing customers); (f) copy, reproduce, modify, translate, prepare derivative works of, de-compile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Information Services; (g) use, evaluate, or view the Information Services for the purpose of designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Information Services; (h) use the Information Services in a service bureau or any other manner to provide services for a third party; or (i) remove, obscure, or alter any copyright notice, trademarks, logos, or trade names, or other proprietary rights notices affixed to, or contained within, the Information Services. County further agrees that it will not, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Contractor, request, compile, store, maintain, resell, or use the Information Services (including any of the information contained in the Information Services) or the Data to build its own credit reporting database.

**DATA AND INTELLECTUAL PROPERTY OWNERSHIP.** County acknowledges that Contractor has expended substantial time, effort and funds to create and deliver the Information Services and compile its various databases. The Information Services, the Data and any other intellectual property that are part of the Information Services, including without limitation, any updates, upgrades or modifications thereof, or any ideas, know-how and programs developed by Contractor or its data suppliers, are and will continue to be the exclusive property of Contractor, or its vendors or data suppliers. Nothing contained in this Contract, or in any amendment or schedule to this Contract, shall be deemed to convey to County or to any other party any ownership interest in or to the Information Services, the Data or any other intellectual property provided in connection with the Information Services. Except for the rights expressly granted in this Contract, Contractor does not grant to County any rights or licenses, whether express or implied.

**DOMESTIC ACCESS AND USE.** County shall not access, transfer, or use the Information Services outside of the United States. Any direct or indirect access to, transfer, or use of the Information Services outside of the United States shall require the prior written approval of Contractor.

**COMPLIANCE WITH LAWS.** Contractor shall comply with all federal, state and local laws, rules, regulations and decisions applicable to Contractor's provision of the Data and the Information Services pursuant to this Contract. County shall comply with all federal, state and local laws, rules regulations and decisions applicable to County's collection and provision to Contractor of data and County's use of the Information Services and the Data provided pursuant to this Contract. County shall not use the Information Services or the Data in contravention of the rights of any third party. Contractor reserves the right to revise the terms, conditions and/or pricing under this Contract and/or to revise the Information Services (including without limitation, to withdraw or restrict affected Data) to meet any requirement imposed by federal, state or local law, rule or regulation, or to address matters concerning privacy and confidentiality, upon reasonable notice to County.

**SERVICE APPLICATION.** County understands that, in accordance with applicable law, Contractor must evaluate and approve County's right to receive data regulated by the FCRA and/or GLB Act ("Regulated Data") prior to permitting County's access to such Regulated Data. As such, County agrees to complete Contractor's standard service application, a true and correct copy of which is attached hereto and incorporated herein by reference, and to provide Contractor are, in a timely manner, with the membership documentation required by Contractor. Contractor acknowledges and agrees that County's access to any Service containing Regulated Data shall be contingent upon approval of County's service application by Contractor.

**PRECISE ID CREDIT INFORMATION CERTIFICATION.** *When County chooses to use consumer credit data in the Information Services*, County certifies that it has a "permissible purpose" under the Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq. If County's permissible purpose is based upon the written instructions of the consumer via the Internet, then County shall obtain the consumer's written instructions as provided for in Section A of the attached Precise ID Written Instructions, or if County obtains the consumer's consent to access credit data over the telephone, County shall do so as provided for in Section B of the attached Precise ID Written Instructions. If County's permissible purpose is "a legitimate business need for the information in connection with a business transaction that is initiated by the consumer," then the written instructions provisions of this Contract do not apply, but only where County has a risk of financial loss in the transaction. County acknowledges and agrees that unless the number of inquiries made with respect to a consumer report

is among the top four factors adversely affecting the credit score provided as part of the Precise ID services, Contractor does not output the same as an adverse action factor. If County is using the Precise ID services for mortgage lending credit decisions, County further acknowledges that it must obtain a credit score that will disclose such key factor in accordance with the requirements of Section 609(g) of the FCRA. In any case, County certifies that it will request and use all data received from Contractor solely for its internal purposes in connection with transactions involving the consumer as to whom such information is sought and that it will not provide the services to any third party. If County chooses to use custom Fraud Penetration Index ("FPI") attributes within Precise ID for Account Opening services, County certifies that: (i) it will obtain and use the consumer's written instructions as County's sole permissible purpose under the FCRA; (ii) County understands that the custom FPI application has not been developed to be compliant with the Equal Credit Opportunity Act, 15 U.S.C. 1691 et seq.; and (iii) therefore, County will not use the Precise ID for Account Opening services for the granting or denial of credit or for the setting of credit terms or pricing.

**OFAC DATA.** Matching of names to the OFAC list is based on very limited identification information. A match does not necessarily indicate that the consumer about whom County inquired is the same person referenced by OFAC. **Accordingly, if County receives an OFAC result code in County's Precise ID services,** County acknowledges that any action taken by County regarding a consumer must be taken based on County's complete investigation of the consumer and not based solely on the OFAC information.

**CERTIFICATION FOR USE OF MOTOR VEHICLE AND PROPERTY DATA.** *If County chooses to use vehicle ownership data in the services,* County certifies that its use is in compliance with the Driver's Privacy Protection Act of 1994 (18 U.S.C. Sec. 2721(b)(3)). Further, motor vehicle department data and property information will be used solely for authentication purposes.

**ALTERNATIVE SOURCE DATA.** Certain product options offer questions which use information from Contractor's non-FCRA data sources ("Alternate Source Data"). **When using FCRA regulated product options,** County certifies that it will obtain the consumer's written instructions prior to accessing any questions based on alternate source data. County further certifies that it will not use the Alternate Source Data with the FCRA or GLB regulated services provided hereunder for the granting of or denial of credit or any other FCRA permissible purpose. **Further, when using Alternate Source Data with FCRA regulated services,** County certifies that it will obtain and use the consumer's written instructions as County's sole permissible purpose under the FCRA.

**USE OF SERVICES FOR COMPLIANCE.** *In the event that County uses the services for compliance with any law, regulation or similar requirement applicable to County,* including without limitation the Red Flags Rules under the Fair and Accurate Credit Transactions Act or the regulations pursuant to the Office of Foreign Assets Control ("Credit Transactions Act"), County shall be solely responsible for such compliance, including without limitation the sufficiency of the services for such purpose and any and all selection of criteria or attributes used in the services. In addition to all other disclaimers in this Contract and other applicable schedules or supplements, Contractor hereby expressly disclaims any express or implied warranty or other assurance that County's use of the services will be sufficient to comply with the Credit Transactions Act, whether or not Contractor has been apprised of such use. Contractor shall not be deemed to have rendered to County any legal or other advice, including with respect to County's selection of criteria or attributes. County warrants that it will use the services in compliance with the Credit Transactions Act. County shall defend and indemnify Contractor and/or its affiliates for any and all liabilities, costs and expenses and/or damages incurred by Contractor and/or its affiliates resulting from any noncompliance with the Credit Transactions Act by County.

**DEPERSONALIZED (CODED) DATA/HISTORICAL VALIDATION.** Depersonalized data ("Depersonalized Data") means certain data about consumers possessed by Contractor and retained for modeling and research purposes which has consumers' identifying information coded or masked. Upon County's request, Contractor will provide the Depersonalized Data that may also include a record identifier. County certifies to Contractor that County has no known ability to, and will not seek to, (a) link the Depersonalized Data or record identifier to the individual identity of the consumer, including but not limited to, name, address, social security number, or customer account number, whose credit data is contained in or used to prepare the services, or (b) otherwise identify the individual identity of the consumer whose credit data is contained in or used to prepare the Depersonalized Data.

**FCRA USE CERTIFICATION – PRECISE ID.** County shall request and use Precise ID strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA"), and shall comply with all requirements of the FCRA applicable to it. Without limiting the foregoing, *County certifies that County will request and use Precise ID solely when County has written instructions (substantially similar to those set forth in Exhibit D) or a legitimate business need for the information in connection with a business transaction that is initiated by a consumer to whom such credit information relates.* Should County choose to modify its intended use of Precise ID (as certified by County in the service application submitted to Contractor), County shall provide Contractor with a letter that updates or amends County's permissible purpose statement, which shall be subject to Contractor's review and approval prior to such change being implemented.

**NOTICE TO USERS OF CONSUMER REPORTS.** County has read and acknowledged the "Notice to Users of Consumer Reports: Obligations of Users under the FCRA" which explains County's obligations under the FCRA as a user of consumer report information. The terms of such notice are incorporated into the Agreement and are located at <http://www.experian.com/assets/healthcare/fcra-notice-to-consumers-112612.pdf>.

**CREDIT REPORT INQUIRIES.** County understands and agrees that inquiries may appear on a consumer's credit report resulting from County's use of the Information Services and a consumer reviewing his or her credit report may contact County directly regarding the reason the credit report was accessed. Except as permitted or required by law, County will not disclose the results of the Information Services to the consumer who is the subject of the report or to any third party but will refer the consumer to Contractor.

**TEST DATA.** Contractor will provide County access to Experian's STAR<sup>SM</sup> database or other test databases (any such data, the "Test Data") for the purpose of allowing County to run queries on a set of test data to evaluate the performance of Precise ID product. County agrees at all times to treat the Test Data as confidential information, to use the Test Data solely for the above-referenced purpose, and to disclose Test Data only to those of the County's employees, directors, representatives and agents who need access to such Test Data and no other persons or entities. Test Data shall remain the sole and exclusive property of Experian. County shall secure the Test Data in a manner compliant with the Safeguards Rule of the Federal Trade Commission, to the same extent as any other "nonpublic personal information" pursuant to such rule.

#### **GRAMM-LEACH BLILEY ACT**

**IDENTITY VERIFICATION - ACCEPTABLE USE CERTIFICATION.** County certifies to Contractor that County has determined that its use of Identity Verification is pursuant to the exception under the Gramm-Leach-Bliley Act, 15 U.S.C.A., Section 6801 et. seq. (2000) ("GLB Act"), *to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.*

**PRECISE ID - ACCEPTABLE USE CERTIFICATION.** County certifies to Contractor that County has determined that its use of Precise ID is pursuant to the exception under the Gramm-Leach-Bliley Act, 15 U.S.C.A., Section 6801 et. seq. (2000) ('GLB Act'), *to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.*

**MEMBERSHIP PROCESS.** County understands that, in accordance with applicable law, Contractor must evaluate and approve County's right to receive data regulated by the GLB Act ("Regulated Data") prior to permitting County's access to such Regulated Data. As such, County agrees to complete Exhibit A, as incorporated into this Contract, in a timely manner. County acknowledges and agrees that County's access to any service containing Regulated Data shall be contingent upon approval of Contractor.

#### **MISCELLANEOUS**

**AUDIT.** County agrees that Contractor will have the right to audit County's and its approved agents' compliance with the terms of this Contract, including its access, receipt and use of the Products and Services, Contractor Confidential Information and Contractor Data. County will be responsible for assuring full cooperation with Contractor in connection with such audits and will provide to Contractor, or obtain for Contractor, access to such properties, records and personnel as Contractor may reasonably require for such purpose. Notwithstanding the foregoing, if Contractor reasonably believes that County has violated Contractor's data security requirements, Contractor may, with reasonable advance written notice to County and at Contractor's sole expense, conduct, or have a third party conduct on its behalf, an audit of County network security systems, facilities, practices and procedures to the extent Contractor reasonably deems necessary in order to evaluate County's compliance with such data security requirements.

#### **ADDITIONAL TERMS APPLICABLE TO ENHANCED CLAIM STATUS**

**ELECTRONIC INTERFACES AND SYSTEM SOFTWARE – CLAIM STATUS.** County is responsible for providing electronic file(s), containing data elements required for processing a Claim Status inquiry, which can be an ANSI 837I, ANSI 837P, ANSI 276, or mutually agreed upon flat file ("Claim Status File") for use with the system software. The Claim Status File shall be delivered in an industry standard file format(s), or mutually agreed upon non-standard format, by a secure network connection, or other Contractor-approved method. Additional charges shall apply for programming changes to the system software resulting from County changes in the format(s) of the Claim Status File. These charges will be billed to County based on Contractor's current hourly programming rate.

#### **ADDITIONAL TERMS APPLICABLE TO ELECTRONIC ATTACHMENTS INTERFACE**

**CLAIMS ATTACHMENT PASS-THROUGH FEES.** Fees exclude pass-through fees from state and federal governmental entities, Medicaid and Medicare Managed Care Organizations, third-party payers, third-party data service providers (including but not limited to pass through fees associated with processing of Veterans Affairs claims), communication tariffs and/or other similar fees ("Attachments Pass-Through Fees"). Attachments Pass-Through Fees will be billed monthly in addition to all other fees at the cost, without any markup, that Contractor pays to obtain transaction data. The Attachments Pass-Through Fees are not subject to approval by Contractor.

**ADDITIONAL TERMS APPLICABLE REMITTANCE MANAGER - ERA - PAPER EOB TO 835 CONVERSION**

**REMITTANCE MANAGER - ERA - PAPER EOB TO 835 CONVERSION.** County consents to Contractor's use of a third-party vendor that utilizes offshore resources for the provision of this service

## EXHIBIT D

### PRECISE ID WRITTEN INSTRUCTIONS

**A.FCRA Compliance--Written Instructions.** County shall substantially comply with the following web site requirements:

(1)County will prominently display a message specifically informing the consumer that his or her credit profile will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the "NEXT" button following such notice constitutes written instructions to the County under the FCRA. County agrees that the notice provided by County will be substantially as follows:

"You understand that by clicking on the NEXT button immediately following this notice, you are providing 'written instructions' to (*Your organization*) under the Fair Credit Reporting Act authorizing (*Your organization*) to obtain information from your personal credit profile or other information from (*Vendor*). You authorize (*Your organization*) to obtain such information solely to verify your identity."

(2)The "NEXT" button must immediately follow the notice provided for above. The notice and "NEXT" button must be separate from any other notice or message contained on the web site.

(3)The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.

(4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.

(5) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.

(6)The record of the consumer's 'written instruction' by clicking "NEXT" must be retained by County in a form that is capable of being accurately reproduced for later reference by the Parties.

**B.Written Instructions by Telephone.** If County is obtaining "written instructions" over the telephone, County shall substantially comply with the following requirements which are designed to comply with the Electronic Records and Signatures in Commerce Act:

(1)County will ask each consumer to confirm his or her consent to access such person's credit report for authentication purposes by asking the following: "In order to verify your identity, you need to authorize County to access your credit report for authentication purposes. Please confirm your authorization to access your credit report for authentication purposes by pressing the # key now";

(2)The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and

(3)The record of the consumer's 'written instruction' by pressing the # symbol must be retained by County in a form that is capable of being accurately reproduced for later reference by the Parties.

**EXHIBIT A (TO ATTACHMENT C)  
FACILITY LIST AND ADMINISTRATION**

**Primary Facility Information**

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**Legal Entity Name:** San Bernardino County

**Facility:** Arrowhead Regional Medical Center

**Address (No PO Boxes):** 400 N. Pepper Ave, Colton, CA 92324

**NPI #:** 1043380330

**If no NPI# is provided, please check the box that most accurately describes County:**

ACO  Payer  Pharmacy Hub  BPO  Collection Agency  Other: \_\_\_\_\_ (please describe)

**Tax ID#:** 95-6002748

**Tax Exempt (yes/no):** No

*(If yes, please attach a copy of your certificate of exemption.)*

**Public Website:** [www.arrowheadregional.org](http://www.arrowheadregional.org)

**Listed Phone Number for general inquiries:** \_\_\_\_\_

**Listed Email Address for general inquiries:** \_\_\_\_\_

**Type of Ownership:** Partnership \_\_\_ Sole Owner \_\_\_ Nonprofit \_\_\_ Corporation \_\_\_ LLC \_\_\_

**Years in Business:**

**Contact Information**

---

**Business Principal (only required if Partnership or Sole Owner selected above)**

**Contact:**

**Phone:**

**Email:**

**Onboarding/Implementation**

**Contact:** Michael Williams

**Phone:**

**Email:** [williamsm1@armc.sbcounty.gov](mailto:williamsm1@armc.sbcounty.gov)

**Billing**

**Contact:**

**Phone:**

**Email:**

**Additional Facility Information**

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**2. Name & Address:**

**3. Name & Address:**

**4. Name & Address:**

**5. Name & Address:**

**6. Name & Address:**

**7. Name & Address:**

**8. Name & Address:**

**9. Name & Address:**

**10. Name & Address:**



Service Application
Date of Application:

GENERAL COMPANY INFORMATION

Company Name: San Bernardino County on behalf of Arrowhead Regional Medical Center
Address: 400 N. Pepper Ave. Colton, CA 92324
Facility Main Phone (Front Desk): (909)580-1000 Company Website: https://www.arrowheadregional.org/ Compliance Contact: Ashley Leichter
Ownership Type: Partnership Sole Owner Nonprofit Corporation LLC
Years in Business: 25
Do you have any other company name(s) or DBA? Yes No If Yes, please list:

PERMISSIBLE PURPOSE/APPROPRIATE USE

Please initial the specific purpose for which Experian Health product information will be used. (What will you do with the information obtained?)

Legitimate Business Need (Credit Reporting and Scoring, Financial Assistance Screening, PayNav or Propensity to Pay, Patient Financial Clearance)
Written Consent DR (Precise ID) Collections (Collection Optimization Products Only)

NOTE: Please put your initials next to the specific purpose that accurately reflects your intentions for use of the Experian Health products.

SITE VISIT INFORMATION

In order to complete the Permissible Purpose process, Experian Health may require a site visit to be completed at the transaction location. This step requires one individual of your facility to take 15-20 minutes of their time to be available for a review of your facility. This will ensure that everything is in place to approve Permissible Purpose for your organization. Please complete the appropriate person and address as indicated below.

Site Visit Contact:

Name: Ashley Leichter Title: Revenue Cycle Manager

Email Address: LeichterA@armc.sbcounty.gov

Phone: (909)777-0727

Site Visit Location:

Address: 400 N. Pepper Ave. Colton, CA 92324

IP ADDRESS RANGE

Please provide the specific IP Address ranges which will require access to the requested services (This section is only applicable for clients purchasing Collections Optimization or the Patient Financial Clearance product solutions).

Beginning IP Address Range: to Ending IP Address Range:

BILLING INFORMATION

Name: Accounts Payable Title: N/A
Email Address: AccountsPayable@armc.sbcounty.gov Phone: (909)580-1000 Fax: N/A
Address: 400 N. Pepper Ave. Colton, CA 92324

If this application involves Company's use of consumer credit products, then the following shall apply:

I have read and understand the "FCRA Requirements" notice and Experian Health's "Experian Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that the company will use the Experian Health product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. The company will not sell the information to any consumer directly or indirectly. I understand that if the company systems are used improperly by Company personnel, or if access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of the company, the company may be held responsible for financial losses, fees, or monetary charges that may be incurred and that the company access privileges may be terminated.

I certify that I have read the above statements and all information provided is accurate.

San Bernardino County on behalf of Arrowhead Medical Regional Center

Company Name

X Dawn Rowe
Authorized Signature

Dawn Rowe

DBA (If Applicable)

Company Name

Chair, Board of Supervisors