

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



Contract Number

26-76

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

Andrew Goldfrach

(909) 580-6150

Contractor
Contractor Representative
Telephone Number
Contract Term

PointCare, LLC

Marisa Williams

(405) 550-6245

March 1, 2026, through February 28, 2029

Original Contract Amount

\$1,023,435

Amendment Amount

Total Contract Amount

\$1,023,435

Cost Center

Grant Number (if applicable)

Briefly describe the general nature of the contract: Contract with PointCare LLC, including non-standard terms, to provide Medi-Cal virtual enrollment services and coverage management for a total amount of \$1,023,435, for the period of March 1, 2026, through February 28, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy County Counsel

Date 2/6/2026

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date 2/6/2026

Service Agreement Order Form



Full-Lifecycle Coverage Management

Pointcare acts on critical points in the coverage lifecycle, proactively ensuring your members get and stay covered across Medicaid, Marketplace, and Medicare.

What We Manage

- Securing new coverage for the uninsured
- Renewal assistance (redeterminations, work requirements)
- Lapse detection and re-coverage

How We Work

- **Proactive Engagement** – Predict and prevent coverage gaps automatically, reaching members across all channels with your brand front and center
- **Guided Support** – AI and multilingual human assistance help members navigate complex applications in real-time
- **Clinical Access** – Healthcare staff get instant visibility into member coverage data
- **On-the-Ground Resources** – Deploy QR codes and physical materials where members are

Why It Works

Your members get ongoing coverage management support built on over a decade of feedback from Community Health Centers.

	1k Member Blocks	Price per Block	Annual Payment Discount	Total
Pointcare Coverage Management	75 per year	\$4,788.00	5 %	\$341,145.00 per year



Contract Details

Subscription Start Date	March 1, 2026	Subscription & Billing	36-month term, Annual payment within 60 days of invoice
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Terms and Conditions

Member Limits: Your Member Limit is set according to the quote line items above in increments of 1,000 members. If you exceed your Member Limit, we may increase it with an accompanying adjustment to your Subscription Fee, while maintaining your current unit cost. Member Limit adjustments are made in the following increments: 1,000 members for Member Limit under 25,000; 2,500 members for Member Limit 25,001 to 50,000; 5,000 members for Member Limit 50,001 to 100,000; 10,000 members for Member Limit 100,001 to 200,000; 20,000 members for Member Limit at or above 200,000.

No-cost Onboarding Period: This subscription includes a three (3) month no-cost onboarding period ("Onboarding Period") commencing on the subscription start date specified in the order. During this period, you have full access to the Services at no charge. You are required to make an payment within sixty (60) days of receipt of invoice after contract execution equal to one year's subscription fee, which will be applied to your first paid service period following the Onboarding Period (months four through fifteen of service).

Notwithstanding any other termination provisions in the Master Subscription Agreement, during the Onboarding Period, you may terminate this agreement with immediate effect, with a full refund, by providing written notice. No advance notice period is required for terminations during the Onboarding Period.

Service Setup: To ensure a smooth service launch, we require an accurate member file and will schedule a kickoff call. This service setup can be completed prior to your subscription start date, which is recommended to maximize the value of your no-cost onboarding period.

Fee Adjustments: The subscription fee shall be fixed for the term of the subscription.

Term and Termination: This Agreement shall commence on March 1, 2026, and continue for a fixed term of three (3) years, ending on February 28, 2029 (the "Initial Term"), with annual checkpoints on each March 1st anniversary (each, a "Review Date"). Either party may terminate this Agreement without cause effective on any Review Date by providing written notice to the other party at least thirty (30) days prior to such Review Date. For clarity, termination notices must be received no later than February 1st of each year to be effective for that year's March 1st Review Date. This Agreement shall not renew beyond the Initial Term unless the parties execute a written amendment extending the term.

Order Form: This Order Form is part of an agreement (the "Agreement") between you, the "Customer," and PointCare, LLC, a California limited liability company. The Agreement includes all of the terms and conditions stated in this Order Form and all of the terms and conditions provided in the PointCare Master Subscription Agreement, attached hereto as Attachment A. Upon signature by Customer and PointCare, this Order Form shall become legally binding and governed by the PointCare Master Subscription Agreement (and Customer expressly agrees to be bound by the PointCare Master Subscription Agreement). This Order Form, the PointCare Master Subscription Agreement (Attachment A), and the Business Associate Agreement (Attachment B), collectively, are referred to as the "Agreement." This is not an invoice. PointCare may reject this Order Form in its sole and absolute discretion, unless fully executed. The Effective Date of this Agreement is the date shown below.

[SIGNATURE PAGE FOLLOWS]

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

Customer: San Bernardino County on behalf of
Arrowhead Regional Medical Center

► 

Dawn Rowe, Chair, Board of Supervisors

Dated: FEB 10 2026

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

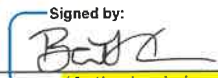
By  Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County Deputy



PointCare, LLC

Signed by:

By ►



49 Authorized signature - sign in blue ink)

Name Bart Collins

(Print or type name of person signing contract)

Title COO

(Print or Type)

Dated: 01/30/2026

Address 1212 Broadway Plaza,
Walnut Creek, CA 94596

ATTACHMENT A

Master Subscription Agreement (MSA)

THIS MASTER SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERENCED HEREIN GOVERN YOUR ACQUISITION AND USE OF OUR SERVICES AND RELATED CONTENT.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BUTTON INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OUR PRIVACY AND SECURITY POLICY, AND OUR BUSINESS ASSOCIATE AGREEMENT (ATTACHED HERETO). THE "PRIVACY AND SECURITY POLICY" IS AVAILABLE AT www.pointcare.com WHICH WE MAY UPDATE FROM TIME TO TIME. TO THE EXTENT OF ANY INCONSISTENCIES BETWEEN THE PRIVACY AND SECURITY POLICY AND THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL CONTROL. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of the last signature to an Order Form that references this Agreement (the "Effective Date").

1. DEFINITIONS

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

"Agreement" means this Master Subscription Agreement, all Order Forms, Our Privacy and Security Policy, and Our Business Associate Agreement (attached hereto in Attachment B), including all exhibits and addenda thereto or referenced therein.

"Business Associate Agreement" or "BAA" means the HIPAA Business Associate Agreement between the parties in Attachment B.

"Documentation" means Our standard user manuals, training materials, and other documentation relating to the Services that We may provide or make available to You.

"Order Form" means the ordering document executed by You and Us that specifies the Services to be provided, applicable fees, and other transaction-specific terms.

"Platform" means Our proprietary software platform and related systems used to provide the Services.

"Professional Services" means implementation, training, consulting, or other professional services

that We may provide.

"Services" means the software services and related support services described in an Order Form and made available to You through the Platform.

"We," "Us," or "Our" means PointCare, LLC, a California limited liability company.

"You" or "Your" means the customer identified in an Order Form.

"Your Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of You or Your authorized users through the Services.

2. SERVICES AND SUPPORT

2.1.Provision of Services

Subject to the terms and conditions of this Agreement, We will provide You with access to and use of the Services as specified in the applicable Order Form during the applicable subscription term.

2.2.Use Restrictions

You may not: (a) use the Services for any unlawful purpose or in violation of any applicable law or regulation; (b) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (c) attempt to gain unauthorized access to the Services or related systems or networks; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services; (e) modify, copy, or create derivative works based on the Services; or (f) use the Services to store or transmit malicious code, viruses, or other harmful content.

2.3.Your Responsibilities

You are responsible for: (a) all activities that occur under Your account; (b) maintaining the confidentiality of Your login credentials and account information; (c) ensuring that Your use of the Services complies with all applicable laws and regulations; (d) the accuracy, quality, and legality of Your Data and the means by which You acquired it; and (e) ensuring that You have obtained all necessary consents for the use and processing of Your Data as contemplated by this Agreement.

2.4.Support Services

We will provide standard technical support for the Services during normal business hours (Monday through Friday, 9:00 AM to 5:00 PM Pacific Time, excluding holidays) as described in Our Documentation. Enhanced support services may be available for additional fees as specified in an Order Form.

2.5.Service Levels

We will use commercially reasonable efforts to maintain Service availability and performance, but We do not guarantee uninterrupted or error-free operation of the Services. Scheduled maintenance and

updates may result in temporary Service interruptions.

2.6.Updates and Modifications

We may update, modify, or discontinue the Services from time to time in Our sole discretion. We will provide reasonable advance notice of material changes that adversely affect Your use of the Services. If We discontinue Services that You have paid for, We will provide a pro-rata refund of prepaid fees.

2.7.Data Security and Privacy

We will maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Your Data as described in Our Privacy and Security Policy and any applicable Business Associate Agreement.

2.8. Third-Party Integrations

The Services may integrate with or allow access to third-party applications, services, or content. We are not responsible for such third-party offerings, and Your use of them may be subject to separate terms and conditions.

2.9.Patient Members

In order to deliver on patient engagement features and if the Patient elects to work with Us on their profile and coverage management, then You understand that We will be working with the Patient directly under a separate Member Agreement independent of this Agreement. You agree that We may reasonably contact Patients that You identify to Us to invite them to become a member of the Platform (a "Member"). Once a Patient has become a Member by executing a Member Agreement with Us, he or she may obtain access to additional Services and Service Content. You will not be a party to the Member Agreement or have any responsibility or liability thereunder. You acknowledge and agree that a Member may retain access to the Platform and his or her Patient Data consisting of demographic and coverage-related data and personal documents (collectively "Member Data") following termination of this Agreement (including such Member Data contained within Your Data), and that We retain the right to collect additional Patient Data for or from such Member and to store, use and process Member Data following termination of this Agreement subject to any limitations in Section 4.2 (Your Rights to Your Data) and the Member Agreement. Profile information and data provided by a Member outside the Services will not be combined with Your Data, and use of such data will be governed solely by the Member Agreement.

3.FEES AND PAYMENT

3.1.Fees

You shall pay all fees specified in all Order Forms. Except as otherwise specified in an Order Form, (a) fees are based on Services purchased and/or number of users/identities, (b) fees paid are non-refundable, except as otherwise set forth in this Agreement, and (c) the services purchased cannot be decreased during the relevant subscription term.

3.2.Payment Terms

Payments are due within sixty (60) days after issuance of invoice. For subscriptions with billing cycles of less than twelve (12) months (monthly, quarterly, etc.), You must provide automatic payment authorization via ACH (preferred) or credit card.

3.3.Reserved

3.4.Suspension of Services

If any amount owed by You under this Agreement is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts You have authorized Us to charge to Your payment method), We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We will give You at least seven (7) days' prior notice that Your account is overdue before suspending Services.

3.5.Payment Disputes

We shall not exercise Our rights under Section 3.4 if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

3.6. Taxes

Unless otherwise stated, Our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction. You are responsible for paying all such taxes associated with Your purchases hereunder.

3.7.Professional Services

Professional Services are billed at \$400 per hour unless otherwise specified in an Order Form. Professional Services rates are subject to the same fee adjustment provisions as subscription fees set forth in Section 10.1.

4.INTELLECTUAL PROPERTY

4.1.Our Rights

We reserve all rights, title, and interest in and to the Platform, Services, and Documentation, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this Agreement.

4.2.Your Rights to Your Data

You retain all rights, title, and interest in and to Your Data. You grant Us a limited, worldwide, royalty-free license to use Your Data solely to the extent necessary to provide the Services to You in accordance with this

Agreement.

4.3.Feedback

If You provide Us with any feedback, suggestions, recommendations, or other input regarding the Services ("Feedback"), such Feedback becomes Our property and We may use it without restriction or obligation to compensate You.

4.4.Restrictions

You acknowledge that the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to use such proprietary information or materials in any way except as expressly permitted under this Agreement.

5. CONFIDENTIALITY

5.1.Definition of Confidential Information

"Confidential Information" means all non-public, confidential, or proprietary information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Platform and Services; and Confidential Information of each party, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes.

5.2.Protection of Confidential Information

The Receiving Party shall: (a) hold and maintain the Disclosing Party's Confidential Information in strict confidence; (b) not disclose the Confidential Information to third parties without the Disclosing Party's prior written consent, except where disclosure is required by law; and (c) not use the Confidential Information for any purpose outside the scope of this Agreement. The Receiving Party may disclose Confidential Information to its employees, contractors, and advisors who have a legitimate need to know and who have been informed of the confidential nature of such information.

5.3.Exclusions

Confidential Information shall 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 without use of or reference to the Disclosing Party's Confidential Information.

6. WARRANTIES AND DISCLAIMERS

6.1.Mutual Warranties

Each party represents and warrants that: (a) it has the full corporate power and authority to enter into this Agreement; (b) the execution of this Agreement by its representative has been duly authorized; (c) when executed and delivered, this Agreement will constitute the valid and binding obligation of such party, enforceable in accordance with its terms; and (d) the execution, delivery, and performance of this Agreement will not violate any other agreement to which such party is bound.

6.2.Service Warranty

We warrant that the Services will perform substantially in accordance with the applicable Documentation under normal use during the applicable subscription term. For any breach of this warranty, Your exclusive remedy shall be Our re-performance of the deficient Services or, if We cannot substantially correct such breach in a commercially reasonable manner, termination of the deficient Services and a refund of the prepaid fees for such Services.

6.3.DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1.Liability Cap

EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR IN THE BAA, CLAIMS BASED ON PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, GROSS NEGLIGENCE, VIOLATIONS OF LAW, OR WILLFUL MISCONDUCT, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE GREATER OF (A) THE INSURANCE POLICY LIMITS REQUIRED UNDER THIS AGREEMENT, (B) ONE MILLION DOLLARS (\$1,000,000), OR (C) THE TOTAL AMOUNT PAYABLE UNDER THE AGREEMENT.

7.2.Exclusion of Consequential Damages

EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR IN THE BUSINESS ASSOCIATE AGREEMENT, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. INDEMNIFICATION AND INSURANCE

8.1.Our Indemnification and Insurance

We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the Services, when used as authorized under this Agreement, infringe or misappropriate the intellectual property rights of such third party ("Claim Against You"), and shall indemnify You for any damages, attorney fees, and costs finally awarded against You as a result of, or for any amounts paid by You under a settlement of, a Claim Against You, provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability; and (c) provide to Us all reasonable assistance, at Our expense. However, Your failure to provide or delay in providing notice will relieve Us of Our obligations only if and to the extent that such delay or failure materially prejudices Our ability to defend such lawsuit or claim. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Warranties and Disclaimers" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your Platform License for such Services upon thirty (30) days' written notice and refund to You any prepaid fees covering the remainder of the term of such Platform License after the effective date of termination.

Without in anyway affecting the indemnity herein provided and in addition thereto, We shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Exhibit 1, as attached hereto and incorporated herein

8.2.Your Indemnification

You shall defend Us against any claim, demand, suit, or proceeding made or brought against Us by a third party alleging that Your Data or Your use of the Services in violation of this Agreement infringes or misappropriates the intellectual property rights of such third party or violates applicable law ("Claim Against Us"), and shall indemnify Us for any damages, attorney fees, and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us; and (c) provide to You all reasonable assistance, at Your expense.

9. TERM AND TERMINATION

9.1. Term of Agreement

This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.

9.2.Subscription Terms and Renewal

Annual+ Subscriptions: Subscriptions with current terms of twelve (12) months or longer constitute binding commitments for the full term, unless this Agreement is earlier terminated pursuant to the terms of this Agreement.

9.3.Non-Renewal

The Agreement does not auto-renew. This Agreement may be terminated without cause at each Renew Date in accordance with the Term and Termination section of the Terms and Conditions of this Agreement. In the event of such termination, and to the extent that You have paid any prepaid fees for any period beyond the Renew Date, We will refund you such fees within 30 days of the date of termination.

9.4. Termination for Cause

A party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

9.5. Refund or Payment upon Termination

If this Agreement is terminated by You in accordance with Section 9.4, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 9.4, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination.

9.6. Return of Data

You may make a request for a copy of Your Data within thirty (30) days after the effective date of termination of any subscription. Following delivery of such copy, We shall permanently delete all of Your Data from the Platform (including any third-party systems used by Us to host or process Your Data).

9.7. Surviving Provisions

The following sections shall survive any termination or expiration of this Agreement: Fees and Payment, Intellectual Property, Confidentiality, Warranties and Disclaimers, Limitation of Liability, Indemnification, and General Provisions.

10. GENERAL PROVISIONS

10.1. Attorney's Fees and Cost.

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

10.2. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law without regard to or application of its conflict of law provisions or Your state or country of residence. All claims, legal proceedings, or litigation arising in connection with this Agreement, the Services, or the Platform will be brought solely in the San Bernardino County

Superior Court, San Bernardino District, and You and We consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

10.3. Reserved

10.4. Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. However, if We assign this Agreement to an entity with whom You are legally prohibited from doing business with, You may terminate this Agreement immediately upon written notice and we will refund you any prepaid fees for any period after the effective date of the termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.5. Force Majeure

Neither party will be liable for any failure or delay in performance under this Agreement which is due to fire, earthquake, flood, or other acts of God, acts of war, terrorism, labor disputes, government action, or other causes that are beyond the reasonable control of such party.

10.6. Notices

Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, or (b) the second business day after mailing (certified mail, return receipt requested) Billing-related notices to You will be addressed to the relevant billing contact designated by You in an Order Form.

10.7. Entire Agreement

This Agreement, all Order Forms, Our Privacy and Security Policy, and Our Business Associate Agreement (if applicable), including all exhibits, attachments, and addenda thereto or referenced therein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of conflict or inconsistency among the following documents, the order of precedence shall be: (1) an Order Form, (2) with respect to PHI, the Business Associate Agreement, (3) this Master Subscription Agreement, (4) Our Privacy and Security Policy, and (5) the Documentation.

10.8. Amendment

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted.

10.9. Severability

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

10.10. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be treated as original signatures for all purposes.

10.11. Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

10.12. Relationship of the Parties

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

10.13. Export Compliance

The Services and related technology may be subject to U.S. export control laws and regulations. You agree to comply with all applicable export laws and regulations.

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

We have disclosed to You using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether We have made any campaign contributions of more than \$500 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the Board of Supervisors. We acknowledge that under Government Code section 84308, We are prohibited from making campaign contributions of more than \$500 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, We will provide You 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 Us or by a parent, subsidiary or otherwise related business entity of Us.

EXHIBIT 1 Insurance Requirements

We agree to provide insurance set forth in accordance with the requirements herein. If We uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, We agree to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, We shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - a. 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 We and all risks to such persons under this contract. If We has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – We shall carry General Liability Insurance covering all operations performed by or on behalf of We 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:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. 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 We 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 We owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
 - e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
 - f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer and cover breach response cost as well as regulatory fines and penalties.
 - g. Abuse/Molestation Insurance – We shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Customer 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 Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** We shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit We and We's employees or agents from waiving the right of subrogation prior to a loss or claim. We hereby waives all rights of subrogation against Customer.
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 Customer.
5. **Severability of Interests.** We agree 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 We and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** We shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and

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

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".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
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, Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by We or Customer payments to We will be reduced to pay for Customer purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Customer's 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 Customer. 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 Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. We agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Customer 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 Customer.

ATTACHMENT B

Business Associate Agreement (BAA)

This Business Associate Agreement (this “BAA”) becomes effective pursuant to the terms of the Master Services Agreement (the “Underlying Agreement”) between the party or parties referred to as “You” or “Your” in the Underlying Agreement (collectively, “Customer”) and PointCare, LLC, a California limited liability company (“PointCare” or “BA”). Pursuant to the Underlying Agreement, PointCare may receive, use and/or disclose for or on behalf of Customer certain PHI that is subject to protection under applicable law. This Business Associate Agreement applies to the PHI received, created, maintained or transmitted in connection with PointCare’s Services to Customer (as such terms are defined in the applicable Underlying Agreement, as further defined below):

A. Receipt, maintenance, use and disclosure of PHI by PointCare on behalf of Customer in providing the Services; and

B. Receipt of PHI by PointCare from Customer; receipt of requests for PHI by PointCare from Customer with respect to specific payers and patients; submission on behalf of Customer of those requests to other participating payers, vendors, or providers; receipt on behalf of Customer of responses from participating payers, vendors, or providers to Customer requests; and provision to Customer of those responses.

1. Definitions.

1.1 “Breach” will have the same meaning given to such term in 45 C.F.R. § 164.402.

1.2 “Covered Entity” or “CE” will have the same meaning given to such term in 45 C.F.R. § 160.103 and for purposes of this BAA refers to Customer.

1.3 “Designated Record Set” will have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.4 “Electronic Protected Health Information” or “Electronic PHI” will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that PointCare creates, receives, maintains or transmits from or on behalf of Customer.

1.5 “Individual” will have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.6 “Parties” will mean, collectively, Customer and PointCare.

1.7 “Party” will mean, individually, Customer or PointCare.

1.8 “Privacy Rule” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, Subparts A and E.

1.9 “Protected Health Information” or “PHI” will have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by PointCare from or on behalf of Customer or its customers. All references to PHI include Electronic PHI.

1.10 “Required by Law” will have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.11 “Secretary” will mean the Secretary of the Department of Health and Human Services or his or her designee.

1.12 “Security Incident” will have the meaning given to such term in 45 C.F.R. § 164.304.

1.13 “Security Rule” will mean the Security Standards at 45 C.F.R. Parts 160 and Part 164, Subparts A and C.

1.14 “Unsecured PHI” will have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

1.15 “Underlying Agreement” will mean the Master Services Agreement between PointCare and Customer that incorporates this BAA by reference.

1.16 Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein will have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, and the Underlying Agreement which definitions are incorporated in this BAA by reference.

2. Permitted Uses and Disclosures of PHI.

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this BAA, PointCare may use or disclose PHI to perform Services for Customer and Patients as specified in the Underlying Agreement. PointCare may de-identify PHI to performance test, troubleshoot and improve the Services and other uses as provided in the Underlying Agreement.

2.2 Permitted Uses of PHI by PointCare. Except as otherwise limited in this BAA, PointCare may use PHI for the proper management and administration of the Services.

2.3 Permitted Disclosures of PHI by PointCare. Except as otherwise limited in this BAA, PointCare may disclose PHI for the management and administration of the Services. In addition, PointCare may use or disclose PHI as Required by Law. PointCare may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

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 BAA 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)]

2.4 Prohibited Uses and Disclosures.

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this BAA and as specified in the Underlying Agreement or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this BAA

3. Obligations of PointCare.

3.1 Appropriate Safeguards. We will use 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 that PointCare creates, receives, maintains, or transmits on behalf of the CE, and will comply with the Security Rule with respect to Electronic PHI, intended to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BAA. Except as expressly provided in the Underlying Agreement, PointCare shall not assume any obligations of a Covered Entity under the HIPAA Final Rule. To the extent that PointCare is to carry out any of Covered Entity's obligations under the HIPAA Final Rule as expressly provided in the Underlying Agreement, PointCare will comply with

the requirements of the HIPAA Final Rule that apply to Customer in the performance of such obligation.

In accordance with 45 C.F.R. section 164.316, PointCare 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.

PointCare 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 Customer'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 PointCare under this BAA.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. PointCare will report to Customer any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, that becomes known to PointCare, within two (2) business day following discovery, and will provide a further report within a reasonable period of time after the information becomes available (no later than five (5) business days) using commercially reasonable efforts to do so; provided, however, that Customer acknowledges and agrees that this Section constitutes notice by PointCare to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Customer by PointCare will be required only upon request. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on PointCare's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. PointCare's notification to Customer of a Breach will include, where commercially reasonable, information to determine: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by PointCare to have been, accessed, acquired or disclosed during the Breach; (ii) any particulars regarding the Breach that a Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404 and under California law (including, but not limited to 22 C.C.R. Section 79902); and (iii) any remedial actions taken by PointCare to mitigate the adverse effects of the Breach.

3.3 PointCare's Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, PointCare will require a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of PointCare for services provided to Customer, providing that the subcontractor or agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to PointCare with respect to such PHI or Electronic PHI.

3.4 Access to PHI. The Parties do not intend for PointCare to maintain any PHI in a Designated Record Set for Customer. To the extent PointCare possesses PHI in a Designated Record Set, PointCare

agrees to make such information available to Customer pursuant to 45 C.F.R. § 164.524, within a commercially reasonable time from PointCare's receipt of a written request from Customer; provided, however, that PointCare is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Customer. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to PointCare, or inquires about his or her right to access, PointCare will forward such request to Customer within a reasonable period of time.

3.5 Amendment of PHI. The Parties do not intend for PointCare to maintain any PHI in a Designated Record Set for Customer. To the extent PointCare possesses PHI in a Designated Record Set, PointCare agrees to make any amendments to the PHI in the Designated Record Set pursuant to 45 C.F.R. § 164.526 within a reasonable period of time from PointCare's receipt of a written request from Customer. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to PointCare, or inquires about his or her right to amendment, PointCare will forward such request to Customer.

3.6 Documentation of Disclosures. PointCare agrees to document disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the information documented 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.

3.7 Accounting of Disclosures. PointCare agrees to provide to Customer, within a commercially reasonable period of time, from PointCare's receipt of a written request from Customer, information collected in accordance with Section 3.6 of this BAA, to permit Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual submits a written request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to PointCare, or inquires about his or her right to an accounting, PointCare will forward such request to Customer.

3.8 Governmental Access to Records. PointCare will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by PointCare on behalf of Customer available to the Secretary, and ensure a copy of written materials delivered to the Secretary is delivered to Customer, for purposes of the Secretary determining a Covered Entity's or Customer's compliance with the Privacy Rule, the Security Rule, and/or the Final Rule.

3.9 Mitigation. To the extent practicable, PointCare will mitigate and cooperate with Customer's efforts to mitigate a harmful effect that is known to PointCare of a use or disclosure of PHI by PointCare that is not permitted by this BAA.

3.10 Minimum Necessary. PointCare will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

3.11 HIPAA Final Rule Applicability. PointCare acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, PointCare under the Privacy Rule and Security Rule. PointCare agrees to comply with applicable requirements imposed under the HIPAA Final Rule, including any amendments thereto.

3.12 Reasonable Assurances. Upon reasonable written request of Customer, PointCare will provide Customer with reasonable assurances that PointCare is in compliance with the obligations of this BAA. Such assurances may include, without limitation, information from third party consultants or security reviews, or, as mutually agreed upon with PointCare.

4. Permissible Requests By Customer. Customer will not request PointCare to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by Customer, except as permitted pursuant to the provisions of Sections 2.2 and 2.3 of this BAA.

5. Term And Termination.

5.1 Term. The term of this BAA will commence as of the BAA Effective Date, and will terminate when all PHI provided by Customer to PointCare, or created or received by PointCare on behalf of Customer, is destroyed or returned to Customer. If it is infeasible to return or destroy PHI, PointCare will extend the protections to such information, in accordance with Section 5.3. The BAA Effective Date shall be the Effective Date of the Underlying Agreement, or the Date this BAA was executed by PointCare if this is an executable version of the BAA.

5.2 Termination for Cause. Upon Customer's knowledge of a material breach by PointCare of this BAA, Customer will provide written notice to PointCare detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, Customer may terminate this BAA, if the breach remains uncured. If the Underlying Agreement is terminated, this BAA shall terminate as of the termination date of the Underlying Agreement.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, and subject to Section 11.4 of the Underlying Agreement, upon termination of the Underlying Agreement or this BAA for any reason, PointCare will return or destroy all PHI received from Customer, or created or received by PointCare on behalf of Customer, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of PointCare.

5.3.2 PointCare shall not be obligated to return or destroy any PHI received from Customer or any Patient which the Patient expressly permits PointCare to retain pursuant to a Member Agreement (as defined in the applicable Underlying Agreement) executed by the Patient and PointCare, and may continue to use such PHI in accordance with the Member Agreement. With respect to any PHI not subject to a Member Agreement, if PointCare is obligated, in its reasonable determination, to retain PHI, or if it determines that it is otherwise infeasible for PointCare to return or destroy the PHI upon termination of the Underlying Agreement or this BAA, PointCare will: (a) extend the protections of this BAA to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as PointCare maintains such PHI.

6. Cooperation With Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

7. Survival. The respective rights and obligations of PointCare under this BAA will survive the termination of this BAA and the Underlying Agreement.

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

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

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

10. Insurance. In addition to any general and/or professional liability insurance coverage required of BA in the Underlying Agreement for services, BA shall provide appropriate liability insurance coverage during the term of this BAA 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 BAA and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

11. 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.

12. Effect of BAA. In the event of any inconsistency between the provisions of this BAA and the Underlying Agreement, the provisions of this BAA will control with regards to that specific language. Nothing in this BAA will change the terms and conditions of the Underlying Agreement related to disclaimers, limitations of liability, indemnity, or other risk allocation, limitation, or similar provision. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over PointCare or Customer, such interpretation will control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of PointCare or Customer that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA will control.

13. 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.

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

15. Compliance with State Law. In addition to HIPAA and all applicable HIPAA Regulations, PointCare acknowledges that PointCare and Customer 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 BAA 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 PointCare shall comply with the more restrictive requirements.

16. 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 this BAA or the Underlying Agreement.

17. General. This BAA is governed by, and will be construed in accordance with, the laws of the

state that govern the Underlying Agreement and applicable federal law including without limitation the HIPAA Final Rule. This BAA may only be assigned in connection with an assignment of the Underlying Agreement. If any part of a provision of this BAA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA will not be affected. All notices relating to the Parties' legal rights and remedies under this BAA will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this BAA. This BAA may be modified, or any rights under it waived, only by a written agreement executed by the authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Parties to comply with the requirements of applicable law. Nothing in this BAA will confer any right, remedy, or obligation upon anyone other than Customer and PointCare. This BAA and any Underlying Agreement is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Any ambiguity in this BAA shall be resolved in favor of the meaning that permits the Parties to comply with applicable law and any current regulations promulgated thereunder. Any failure of a Party to exercise or enforce any of its rights under this BAA will not act as a waiver of such rights.



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

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

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

DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor:

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

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

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

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

n/a

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

Company Name	Relationship
n/a	n/a
n/a	n/a

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a	n/a	n/a
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	n/a
n/a	n/a	n/a

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

Company Name	Individual(s) Name
n/a	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): n/a

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 Agreement, 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 Agreement is being considered and for 12 months after a final decision by the County.