

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

**Contract Number**

15-886 A-3

**SAP Number**4400002719 – Sheriff  
4400013643 - Probation**Sheriff/Coroner/Public Administrator**

<b>Department Contract Representative</b>	Teneka Hayes, Deputy Chief
<b>Telephone Number</b>	(909) 387-6162
<b>Contractor</b>	NaphCare, Inc.
<b>Contractor Representative</b>	Byron Harrison
<b>Telephone Number</b>	(205) 552-1734
<b>Contract Term</b>	12/16/2015 – 12/15/2025
<b>Original Contract Amount</b>	\$5,014,500
<b>Amendment Amount</b>	\$1,407,080
<b>Total Contract Amount</b>	\$6,421,580
<b>Cost Center</b>	4420001000 – Sheriff 4817601000 – Probation

**IT IS HEREBY AGREED AS FOLLOWS:**

Contract No. 15-886 to provide Electronic Health Records services by NaphCare, Inc. to the Sheriff/Coroner/Public Administrator and Probation Department, is hereby amended effective December 6, 2023 as follows:

1. **SECTION 2. Period of Performance**, Paragraph 2.1 is hereby amended to read as follows:
  - 2.1 This Agreement shall be effective upon the Effective Date and continue in effect through December 15, 2025. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.
2. **SECTION 3. Compensation**, Paragraph 3.1 is hereby amended to read as follows:
  - 3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit D, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$748,540 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit D, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
3. **SECTION 23. General**, Paragraph 23.15 is hereby added to the Contract to read as follows:

**23.15 Campaign Contribution Disclosure (SB 1439)**

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

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

**4. SECTION 27. Counterpart Execution**, Paragraph 27.1 is hereby amended to read as follows:

**27.1** This Agreement, and if applicable, any subsequent amendments, 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.

**5. SECTION 29. Electronic Signatures**, is hereby added to the Contract to read as follows:

**29. Electronic Signatures**

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

**6. EXHIBITS**

Amend Exhibits to revise, add, or replace as follows:

**EXHIBIT D, Section 1 – Total Fees, is revised** to include the payment provisions for annual maintenance and hosting services for Years 9 and 10 as follows:

<b>Sheriff</b>				
<b>Product/Service</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Funding</b>	<b>SAP Number</b>
TechCare EHR Contract Renewal – Adult Facilities Only, Unlimited License	\$400,000	\$400,000	4420001000	440002719
TechCare Hosted Infrastructure – Adult Facilities Only, Unlimited License, Dedicated Connection	\$50,000	\$50,000		

<b>Sheriff</b>				
<b>Product/Service</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Funding</b>	<b>SAP Number</b>
300 Additional Billable Hours @ \$150/hour	\$45,000			
<b>Total</b>	<b>\$495,000</b>	<b>\$450,000</b>		

<b>Probation</b>				
<b>Product/Service</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Funding</b>	<b>SAP Number</b>
TechCare EHR Contract Renewal – Juvenile Facilities Only, Unlimited License	\$150,000	\$150,000	4817601000	4400013643
TechCare Hosted Infrastructure – Juvenile Facilities Only, Unlimited License, Dedicated Connection	\$42,500	\$42,500		
SureScripts Medication Reconciliation: Annual Maintenance Fee	\$9,000	\$9,000		
eRX & EPCS: 4 Provider Access License	\$7,040	\$7,040		
300 Additional Billable Hours @ \$150/hour	\$45,000			
<b>Total</b>	<b>\$253,540</b>	<b>\$208,540</b>		

## 7. ATTACHMENTS

Amend Attachments to revise, add, or replace as follows:

**ATTACHMENT III, CAMPAIGN CONTRIBUTION DISCLOSURE**, is hereby added to this Contract.

All other terms and conditions of this Contract No. 15-886 remain unchanged and are incorporated herein by reference.

Signatures on the next page

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

SAN BERNARDINO COUNTY

NaphCare, Inc

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

(Print or type name of corporation, company, contractor, etc.)  
DocuSigned by:  
By ► *Bradford McLane*  
(Authorized signature - sign in blue ink)

Dated: DEC 05 2023  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Bradford T. McLane  
(Print or type name of person signing contract)

Title Chief Executive Officer  
(Print or Type)

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

Dated: 11/27/2023

Address 2090 Columbiana Road, Suite 4000  
Birmingham, AL 35216



**FOR COUNTY USE ONLY**

Approved by Legal Form  
► *Maria Insixiangmay*  
Maria Insixiangmay, Deputy County Counsel  
Date 11/27/2023

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► *Edward Barry*  
for Tracy Reece, Chief Probation Officer  
Date 11/28/2023







## Attachment III

# Campaign Contribution Disclosure (Senate Bill 1439)

### DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor: NaphCare, 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: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): James McLane
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NaphCare of San Diego, LLC	Subsidiary
NaphCare Arizona, LLC	Subsidiary

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

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

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

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, 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: N/A

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/County elected officer 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 \$250 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.