



Contract Number

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey
Telephone Number	(909) 387-5779
Contractor	Jonas Collections and Recovery, Inc. dba C&R Software
Contractor Representative	Ted London
Telephone Number	(916) 634-5179
Contract Term	September 24, 2024, through September 23, 2029
Original Contract Amount	Not to exceed \$1,399,280
Amendment Amount	
Total Contract Amount	
Cost Center	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

This agreement is made and entered into between the San Bernardino County Fire Protection District, hereinafter referred to as "SBCFPD" or "County" and Jonas Collections and Recovery, Inc. dba C&R Software, hereinafter referred to as the "Contractor".

WHEREAS, the SBCFPD has determined that it is necessary to obtain a Contractor to perform debt collection software services, as further described in a statement of work (the "Services") under Agreement 23-548 between the Auditor-Controller/Treasurer/Tax Collector and the Contractor, attached and incorporated herein by this reference; and

WHEREAS, SBCFPD desires that such Services be provided by Contractor and Contractor agrees to perform these Services as set forth below;

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

A. DEFINITIONS

A.1 Board: The Board of Directors of the San Bernardino County Fire Protection District.

A.2 Contract: The contract between San Bernardino County Fire Protection District and the Contractor including all attachments referenced and incorporated herein.

A.3 Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract is made by San Bernardino County Fire Protection District.

A.4 SBCFPD or County: These terms mean the San Bernardino County Fire Protection District, which is SBCFPD or County. A community-based, all hazard emergency services provider, committed to providing the high level of ambulance transport service in the most efficient and cost-effective manner to the citizens and communities served.

A.5 Services: The requested services described in this Contract.

A.6 Subcontractor: An individual, company, firm, corporation, partnership or other organization, not the employment of or owned by Contractor who is performing Services on behalf of the Contractor under the Contract or under a separate contract with or on behalf of Contractor.

A.7 "Affiliates": means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by management agreement, by contract, or otherwise. Any such entity will be considered an Affiliate for only such time as such interest or control is maintained.

B. CONTRACTOR RESPONSIBILITIES

Scope of Services as listed under Attachment D.

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 Exclusivity

This is not an exclusive Contract. SBCFPD reserves the right to enter into a contract with other Contractors for the same or similar services.

C.4 Attorney's Fees and Costs

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

C.5 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 SBCFPD, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County

property or Services, and County shall have the right, at its sole option, to refuse access to any of Contractor's personnel to any County facility.

C.6 Change of Address

Contractor shall notify SBCFPD in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

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

C.8 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.9 Confidentiality

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

C.10 Primary Point of Contact

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

C.11 County Representative

The Fire Chief/Fire Warden or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority on behalf of County 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 Directors, then the Board of Directors must approve all amendments to this Contract, unless otherwise delegated.

C.12 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents.

Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.13 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.14 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.14.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.14.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.14.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the SBCFPD on County property, or using SBCFPD equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

SBCFPD may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.15 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.16 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.17 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.18 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.19 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.20 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.21 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.22 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by 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.23 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a deliberate material misstatement or misrepresentation or that materially inaccurate information has deliberately 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.24 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.25 Nondisclosure

Both parties shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by either party to the other or an agent of the recipient or otherwise made available to the recipient or recipients agent in connection with this Contract; or, (2) acquired, obtained, or learned by either party or an agent of the party in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.26 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.27 Ownership of Documents

All customized reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Article D–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.28 RESERVED**C.29 Air, Water Pollution Control, Safety and Health**

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

C.30 Records

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

All records relating to the Contractor's personnel, Contractors, 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.31 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. 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 County. Any provision of this Contract that may appear to give the County any right to direct the Contractor concerning the details of performing the Services/Scope of Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the County concerning the end results of the performance.

C.32 Release of Information

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

C.33 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.34 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. Notwithstanding the above, Contractor shall be able to use the services provided by its Affiliates at its sole discretion and without any prior approval required. The County hereby approves the Contractor's use of the Subcontractor's list provided below. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and, other than with respect to AWS, a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and for the actions or omissions of its subcontractors under the terms and conditions hereof. Other than with respect to AWS, all approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.34.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.34.2 If applicable and specific to the performance of this Contract and other than with respect to AWS, contractually require that the subcontractor follows County's reporting formats and procedures as specified by County.

C.34.3 If applicable and specific to the performance of this Contract, take all commercially reasonable efforts to include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Contractor Responsibilities and C. General Contract Requirements.

Notwithstanding anything to the contrary above, nothing in this Contract shall prevent Contractor from using AWS as its cloud infrastructure provider,

C.35 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.36 Termination for Non-Appropriation

Any payment obligation or portion thereof of the County created by this Contract is conditioned upon the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance or full performance in a subsequent fiscal year period, the County shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in subsection (F) to the extent that appropriated funds are available..

C.37 Reserved**C.38 Venue**

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

C.39 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 officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Contractor acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project or any future phases of a Project on which it has previously performed work that was assigned to it under this Contract. Contractor agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Contractor understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment C) that the Fire Chief has determined Contractor meets Disclosure Determination number 1 and that no disclosure is required.

C.40 Former County Administrative Officials

Contractor agrees to provide or has already provided information on former 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.41 Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain

the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.42 RESERVED

C.43 RESERVED

C.44 Iran Contracting Act

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

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

C.45 RESERVED

C.46 RESERVED

C.47 RESERVED

C.48 RESERVED

C.49 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 SBCFPD immediately upon receipt of

any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the SBCFPD, 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 SBCFPD unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the SBCFPD 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 SBCFPD if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.50 Executive Order N-6-22 Russia Sanctions

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

C.51 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment A - 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.

D. TERM OF CONTRACT

This Contract is effective as of September 24, 2024, and expires September 23, 2029 ("Initial Subscription Term") but may be terminated earlier in accordance with provisions of this Contract.

E. SBCFPD RESPONSIBILITIES

E.1 Provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's scope of work.

E.2 Provide Contractor with any correspondence from the fiscal intermediaries, insurance, attorneys, patients in order for Contractor to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable.

E.3 Provide Contractor with the minimum necessary information to provide the Services under this Contract.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$1,399,280. The total contract amount includes a \$200,000 annual cost for software licensing. It also includes \$32,600 in the first year for training, and \$236,680 for implementation costs.

The contract includes \$50,000 in the initial year for additional programming services and \$20,000 for each subsequent year, if needed, for 2024-25 through 2029-30. Additional programming services may be required in the case of future legislative changes, changes in business practices, or as other programming needs arise. These programming services will be utilized on an as-needed basis and charged accordingly.

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 Contractor shall provide County itemized annual invoices, in a standard format acceptable to the County. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Invoices shall include the Contract Number, Purchase Order number and shall be submitted to:

San Bernardino County Fire Protection District
Attn: Revenue Recovery
598 S. Tippecanoe Ave., 2nd Floor
San Bernardino, CA 92415

In the event the above-cited address changes, SBCFPD may provide written notice to Contractor of the change in address without the need of the parties to amend this Contract.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

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

F.6 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming

actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit. The foregoing states contractor's sole and exclusive liability and the sole and exclusive remedy of county and its indemnified parties with respect to any claim of infringement or misappropriation of intellectual property rights or proprietary rights of any third party.

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

G.2 Additional Insured

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

G.3 Reserved.

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

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 Contractor and County or between County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, , and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

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".

G.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.

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, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by 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 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 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 provided that such amendment also contemplates a price adjustment reasonably proportional to the adjustment made to the insurance requirements.

Any failure, actual or alleged, on the part of 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 County.

G.11 Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, 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, 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.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

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

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

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 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 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 – 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

G.11.6 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. SUCCESSORS AND ASSIGNS

H.1 This Contract shall be binding upon County and Contractor and their respective successors and assigns.

H.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Contractor without the prior written consent and approval of County.

H.3 Death or Incapacity: If the Contractor transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any Services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Contractor and any one of them die or become incapacitated and the others continue to render the Services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Contractor.

I. Limitation of liability

In all events, each party's aggregate and cumulative liability for any and all claims arising in connection with this agreement or any order form, sow, and/or change order shall be limited to direct damages and to the following amounts:

(i) aggregate and cumulative liability for the following types of claims are limited to direct damages only but without any monetary limit: (a) claims arising from contractor's breach of anti-corruption and anti-bribery laws; (b) claims arising from third-party Intellectual Property Infringement in the United States of America regarding the software as provided by contractor; and (c) claims arising from fraud, gross negligence and/or willful misconduct;

(ii) aggregate and cumulative liability for (a) breach of any data security requirements under this agreement; (b) breach of confidentiality; or (c) violations of applicable data privacy laws, to the extent damage resulting from or related to a breach of any such data security or data privacy requirements is limited to direct damages in the amount equivalent to the fees actually paid or payable to contractor by county pursuant to the applicable agreement during the thirty-six (36) months preceding the occurrence giving rise to the claim; and

(iii) aggregate and cumulative liability for all other claims is limited to direct damages and will not exceed the amount equivalent to the fees actually paid or payable to Contractor by county pursuant to the applicable agreement during the eighteen (18) months preceding the occurrence giving rise to the applicable claim.

J. RIGHT TO MONITOR AND AUDIT

J.1 The County, State and Federal government shall have absolute right to review and audit, no more often than once per year and after providing Contractor with reasonable written notice, all records, books, papers, documents, corporate minutes, and other pertinent items as requested and relevant to the Contractor's performance hereunder, and shall have right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

J.2 All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

K. CORRECTION OF PERFORMANCE DEFICIENCIES

K.1 Failure by Contractor to comply with any of the material provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

K.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

K.2.1 Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

K.2.2 Withhold funds pending duration of the breach; and/or

K.2.3 Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor up to the termination date

K.3 Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

L. 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 Fire Protection District
598 S. Tippecanoe Ave., 2nd Floor
San Bernardino, CA 92415*

*Jonas Collections and Recovery, Inc. dba C&R
Software
4035 Ridge Top Road, Suite 600
Fairfax, Virginia 22030*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

In the event one or both of the above-cited addresses change, the authorized representative of the party with the change in address may provide the other party written notice of the change in address without the need of the parties to amend this Contract.

M. ENTIRE AGREEMENT

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

N. 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 Agreement. 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 Agreement upon request.

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

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

Jonas Collections and Recovery, Inc. dba C&R Software
(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Directors

By ► _____
(Authorized signature – sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD
Lynna Monell, Secretary

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

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

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Date _____



ATTACHMENT A

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: Jonas Collections and Recovery Inc. dba C&R Software

2. Is the entity listed in Question No. 1 a non-profit 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: Ed Wallen, CEO

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

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

Company Name	Relationship
Jonas Software	Parent Company, an operating group of Constellation Software, Inc.
Constellation Software Inc	Parent Company of Jonas Software, a public company listed on the Toronto Stock Exchange (CSU.TO)

6. Name of agent(s) of Contractor:

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

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

Company Name	Subcontractor(s):	Principal and/or Agent(s):
n/a		

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

Company Name	Individual(s) Name
n/a	

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

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

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

10. Name of Board of Supervisor Member or other County elected officer: _____ Name of
Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

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

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

Signature

Ed Wallen

Print Name

Date

Jonas Collections and Recovery, Inc

Print Entity Name, if applicable

ATTACHMENT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Fire Protection District (hereinafter Covered Entity) and Jonas Collections and Recovery, Inc. dba C&R Software (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 required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

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

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the

standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

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

4. Subcontractors

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

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

Every use or disclosure of CE's PHI not authorized by the Contract, including any potential Breaches, shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a potential 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 potential Breach occurred;
 - b) Date the potential 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 potential Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than ten (10) calendar days of discovery of the potential 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 twenty one (21) calendar days of discovery of the potential Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE but not less than 21 calendar days.

11. Return of PHI

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

12. Breach by the CE

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

and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

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

14. Costs Associated to Breach

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

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

15. Direct Liability

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

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all third-party 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, in addition to any costs expenses incurred by CE in providing required Breach notifications, to the extent not already covered pursuant to Section 14, above.

17. Judicial or Administrative Proceedings

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

18. Insurance

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

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its

directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

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

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

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

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality 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 C

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant 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 Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

ATTACHMENT D

SUBSCRIPTION SERVICES ORDER FORM TO MASTER SERVICES AGREEMENT

Customer Information:					
Customer: San Bernardino County Fire Protection District					
Address: 598 S. Tippecanoe Ave., 2 nd Floor, San Bernardino, CA 92415					
Subscription Services					
"Debt Manager Cloud Edition – Transaction License – Collection Accounts (475-DMCA-US) to be used exclusively in the Territory."					
Subscription Services Fee and Initial Term					
<p>Subscription Services Fee. Subscription Services Fee for Year-1 to Year-5: \$200,000 per year is due and payable on the first day of the contract year. Table 1 Service Capacity:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Service Name</td> <td>Debt Manager Cloud Edition – Transactional License – Recovery Accounts (475-DCRA-US)</td> </tr> <tr> <td>Environments</td> <td>Standard package of three environments (Production, Non-Production, Disaster Recovery)</td> </tr> </table> <p>Maximum Concurrent Users: 10</p> <p>Maximum Active Collection Accounts: 20,000</p> <p>Maximum Non-Active Accounts: 200,000</p> <p>Additional Active Collection Accounts: Customer may at its option purchase additional blocks of Active Collection Accounts of 50,000 at a price of \$17,600 per year (pro-rated for the initial period of less than a year when purchased during the Term after the start of the then current annual period.)</p> <p>Additional Non-Active Accounts: Customer may at its option purchase additional blocks of Non-Active Accounts of 50,000 at a price of \$1,440 per year (pro-rated for the initial period of less than a year when purchased during the Term after the start of the then current annual period.)</p> <p>Additional Concurrent Users: Customer may at its option purchase additional blocks of Concurrent Users of 10 at a price of \$7,500 per year (pro-rated for the initial period of less than a year when purchased during the Term after the start of the then current annual period.)</p>	Service Name	Debt Manager Cloud Edition – Transactional License – Recovery Accounts (475-DCRA-US)	Environments	Standard package of three environments (Production, Non-Production, Disaster Recovery)	<p>Initial Subscription Term: From Effective Date until Five Years after Effective Date</p> <p>Initial Subscription Cost: \$1,000,000</p> <p>Renewal Term(s): No renewal.</p>
Service Name	Debt Manager Cloud Edition – Transactional License – Recovery Accounts (475-DCRA-US)				
Environments	Standard package of three environments (Production, Non-Production, Disaster Recovery)				
Currency					
US Dollar (USD)					
Services Specific Definitions					
<p>"Active Collection Account" means account records stored within the transactional database (e.g., OLTP). A person (e.g., customer, consumer, debtor etc.) may have multiple account records when running in packeted mode.</p> <p>"Concurrent Users" means the fixed number of active users in this Order Form that will have access to the system at a given time.</p> <p>"Data Center" means the Supplier data center, managed infrastructure at a Supplier contracted service provider's data center(s), or other facility, where the servers host the Supplier's product and Customer Data (if applicable) for Customer to use of the Services described in this Order Form.</p>					

"Debt Manager Cloud Edition" or **"Debt Manager"** means Supplier's proprietary ® Debt Manager Software product for purposes of this SaaS Subscription.

"Documentation" means the technical manuals, specifications, instructions, user guides and other written materials, any Supplier's Support Services Description Document (or other successor name), whether printed or electronic form and amended from time to time, that relate to the Services within a particular SaaS Subscription.

Named External Users means the total number of non-Customer third-party users (e.g. Collection Agencies, Originating Creditors) that are configured within the application to be provided with access to Debt Manager.

"Non-Active Account" means account records stored within the archive database. A person (e.g., customer, consumer, debtor etc.) may have multiple account records when running in packeted mode.

"Service Level Agreement" or **"SLA"** means the service level agreement attached to this Order Form as Exhibit A further describing the Support Services for the Services. The SLA is operative unless a specific SaaS Subscription states that a different, modified, or no service level agreement governs the Services specific to said SaaS Subscription. SLAs are only applicable to Services and no other Supplier product or service.

"Territory" means the United State of America and United State Territories.

"Third Party(ies)" means any person or entity that is not directly a named party to this Order Form.

Payment Terms:

All fees, charges, and expenses must be paid within 30 days of the date of an invoice.

Minimum Requirements

Supplier will provide the Services and the Support Services during the Subscription Term subject to Customer's timely cooperation, which includes the following terms and conditions:

Customer will maintain a high-speed Internet connection, and hardware, software (including Internet browser software), environment and systems that are compatible with the Services.

Third Party Software Programs Required: Required third party programs are documented and published with each release of the software (i.e., DM 11.x Platform Matrix.pdf). Software deployed on Customer machines will meet the published requirements that align with the installed software release.

Professional Services

All Professional Services terms and conditions can be found in the Professional Services Order Form.

Technical Support

Please see Attachment 1 Section 1.3 Service Operations Support Hours.

Other Rights and Obligations

None

Service Level Guarantee

Please see Exhibit B-1 – Service Level Agreement.

Jonas Collections and Recovery Inc.

San Bernardino County Fire Protection District

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Dawn Rowe
Title: Chair
Date: _____

IMPLEMENTATION AND TRAINING SERVICES ORDER FORM

1. Licensee Information

Customer: **San Bernardino County Fire Protection District**

Contact: Dan Munsey

Address:

San Bernardino County Fire Protection District
598 S. Tippecanoe Ave., 2nd Floor
San Bernardino, CA 92415

Phone: (909) 387-5779

E-Mail: dmunsey@sbcfire.org

2. Software Description

Name of Software, Version: **Debt Manager**

Any Modules or Add-Ons: **NOT APPLICABLE**

3. Permitted Use

The Permitted Use of the Software is not limited by the number of Users or Workstations or to specific Licensee Sites.

4. Implementation and Training Services

This Work Order ("**Work Order**"), effective on September 24, 2024 ("**Effective Date**"), is entered into by and between Jonas Collections and Recovery Inc. ("**C&R Software**" or "**C&R**") and San Bernardino County Fire Protection District ("**Client**") and is subject to and issued under that Master Services Agreement between the parties, dated September 24, 2024 ("**Agreement**"). Capitalized terms used herein that are defined in the Agreement will have the meanings given to such terms in the Agreement. The parties agree as follows:

4.1 Implementation Services.

Debt Manager™ Pro (DM Pro) Implementation

C&R will provide Client with Services to implement the C&R Debt Manager™ Pro Solution ("DM Pro") for Client's business as part of an estimated twenty four (24) week engagement. These services are to be performed for the cloud version of the C&R's Debt Manager™ product.

- 4.1.1 C&R will facilitate a five (5) days onsite consulting workshop, to review design documentation and configuration variables.
- 4.1.2 C&R will deploy DM Pro in both the CQA and Production environments.
- 4.1.3 C&R will provide technical documentation associated to the DM Pro configuration.
- 4.1.4 C&R will provide Client with technical consulting for three (3) Client developed integrations.
- 4.1.5 C&R will provide configurations to automate the execution of three (3) integrations in C&R's Batch Process Orchestrator (BPO).
- 4.1.6 C&R will map and convert data from Client's legacy system (CORS) extract into Debt Manager.
- 4.1.7 C&R will complete one (1) mock data migration prior to user acceptance testing (UAT) in the production environment. A mock migration is an end-to-end test of all the record types and the entire data volume expected to be migrated during the go-live event. The mock migration will occur during normal business hours.
- 4.1.8 C&R will consult client with UAT issue triage.
- 4.1.9 C&R will complete one (1) data migration as part of the solution go-live.
- 4.1.10 C&R will provide reconciliation totals in Debt Manager for total number of consumers, accounts, and each bucket balance following the data migration.
- 4.1.11 C&R will provide a twenty-four (24) week project plan.
- 4.1.12 C&R Software will provide weekly status reports in C&R Software's format.

4.2 Assumptions and Client Responsibilities.

In addition to those specified in the Agreement, the following assumptions and Client responsibilities apply as engagement dependencies. C&R relies upon various assumptions and Client responsibilities in performing the Services

If the assumptions are incorrect, or if the Client responsibilities are not performed in a timely manner fees and expenses may be impacted, and a change to scope of work may be required.

- 4.2.1 Client has performed pre-planning prior to the project kick-off such that the engagement is completed within a twenty four (24) week timeline.
- 4.2.2 Client will assign at least three (3) half time resources to the project. One (1) project manager, (1) functional, one (1) technical.
- 4.2.3 Client will adopt the DM Pro configuration, as described in the technical documentation. Client is responsible for any additional configuration.
- 4.2.4 Client will have documented file layouts, mappings, and sample files for the three (3) integrations prior to project kickoff.
 - 4.2.4.1 Digitech inbound
 - 4.2.4.2 Digitech outbound
 - 4.2.4.3 Payment Express outbound
- 4.2.5 Client will develop the three (3) batch integrations using C&R's Inbound File Transformation ETL or Table Data Extract ETL.
- 4.2.6 Client will extract data from the legacy system (CORS) in a mutually agreed upon format. Client is responsible for rectifying all data quality issues prior to import into Debt Manager.
- 4.2.7 Client will provide reconciliation totals from CORS following the data migration.
- 4.2.8 Client is responsible for creating and executing all testing of the solution including user acceptance testing (UAT).

4.3 Training Services.

4.3.1 Debt Manager™ Pro Core Training Package

- 4.3.1.1 C&R will provide Client with the training courses as listed below. Detailed course descriptions are available upon request.
 - 4.3.1.1.1 DM-201: DM Solution Overview Pro
 - 4.3.1.1.2 DM-270: Debt Manager FitAgent
 - 4.3.1.1.3 DM-210: Debt Manager Solution System Administration
 - 4.3.1.1.4 DM-220: Debt Manager Solution Rules
 - 4.3.1.1.5 DM-225: Debt Manager Solution Workflow Management
 - 4.3.1.1.6 DM-230: Debt Manager Solution Letter Development and Configuration
 - 4.3.1.1.7 DM-280: Debt Manager Solution Technical Class

- 4.3.2 Scheduling of Training. Training Services will occur within the first two (2) weeks of project initiation.

5. Term

Initial Term: 6 months from Effective Date

Expiration of Offer: Three (3) months from 9/24/2024

Length of Renewal Term (if other than 1 year automatic renewals):

NOT APPLICABLE

6. Fees

Fixed Fee Milestones. C&R Software shall provide written notice to the Client representative identified below upon the completion of each milestone. Upon completion of the milestone, C&R Software will invoice for the fees associated with the applicable milestone, as described in the table below, and Client will pay each invoice in accordance with the payment terms specified in the Agreement.

The fees do not include travel and expenses, which will be invoiced in accordance with the Agreement.

Milestone Description	Price (USD)
Debt Manager Pro Core Training	\$32,600.00
Total Price	\$32,600.00

T&M Professional Services Fees. C&R will provide up to **seven hundred sixty-eight (768) hours** of T&M Professional Services as described in Section 4.1 on a time and materials basis ("**T&M Professional Services Fees**"). C&R will invoice for the T&M Professional Services Fees on a monthly basis as the T&M Professional Services are performed, and Client will pay each invoice in accordance with the payment terms specified in the Agreement. The estimated number of hours is a non-binding estimate only, and C&R does not guarantee that it can complete the T&M Professional Services or project described in the Work Order within the estimated number of hours. The fees do not include travel and expenses, which will be invoiced in accordance with the Agreement.

Professional Services	Estimated # of Hours	Hourly Rate	Estimated Fees
Architect/Director	43	\$400	\$17,200.00
Senior / Lead Consultants/Project Manager	708	\$310	\$219,480.00
Total Estimated Fees			\$236,680.00

Training Services Cancellation Fees.

Client may cancel a scheduled training session at any time by giving C&R written notice. However, Client will be responsible for the following fees and expenses:

If C&R Software receives the Cancellation Notice:	Client will be responsible for:	
	Fees	Expenses
At least 2 weeks before the scheduled start of a training session	None	Any non-refundable travel expenses C&R Software incurs
Less than 2 weeks before the scheduled start of a training session, but in time to stop instructor from traveling (if instructor travel is involved)	50% of fees for canceled training session(s)	Any non-refundable travel expenses C&R Software incurs
Less than 2 weeks, but at least the day before the scheduled start of a training session at a C&R Software location or on the web.	50% of fees for canceled training session(s).	Any non-refundable travel expenses C&R Software incurs
Any later time	100% of fees for canceled training session(s)	Any non-refundable travel expenses C&R Software incurs

6.1 Rate Adjustments. Fees specified in this SOW are valid during the initial Term. Fees will be reviewed and adjusted by C&R Software upon each anniversary of the Effective Date, Annual adjustments for Services will increase by 5% per year.

7. Currency

Specify currency: **USD**

8. Additional Payment Terms

NOT APPLICABLE

9. Minimum Requirements	
Computer Hardware Equipment Requirements: NOT APPLICABLE	Third Party Software Programs Required: NOT APPLICABLE
10. Hardware and Third Party Software	
Hardware: NOT APPLICABLE	Third Party Software: NOT APPLICABLE
11. Technical Support	
NOT APPLICABLE	
12. Other Schedules to Order Form	
NOT APPLICABLE	

This Order Form is only valid and binding on the parties when executed by both parties and is contingent on Licensor and Licensee executing Licensor's form of License Agreement, either in connection herewith or previously. This Order Form is subject to the terms and conditions of such License Agreement. This Order Form will become effective when all the parties have signed it. The date this Order Form is signed by the last party to sign it (as indicated by the date stated or under that party's signature) will be deemed the date of this Order Form.

Jonas Collections and Recovery Inc.

San Bernardino County Fire Protection District

Signature: _____
 Name:
 Title:
 Date:

Signature: _____
 Name: Dawn Rowe
 Title: Chair
 Date: