



Contract Number

SAP Number

PURCHASING DEPARTMENT

Department Contract Representative Jason Cloninger
Telephone Number (909) 387-8258

Contractor VitaWerks, Inc.
Contractor Representative Aditya Mangal
Telephone Number (309) 472-1721
Contract Term October 1, 2023 through October 1, 2028

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to procure qualified temporary staffing for Nurse Registry, Travel Nursing and Allied health positions to assist County departments in continuing to provide patient care during temporary absences, emergency situations, and to temporarily fill vacant nursing/allied health positions.

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

WHEREAS, the County finds Contractor qualified to provide qualified temporary Nurse Registry, Travel Nursing and Allied health personnel; and

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

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

A. CONTRACTOR RESPONSIBILITIES

A.1 Contractor shall provide temporary staffing for Nurse Registry, Travel Nursing, and Allied Health Position services upon request from County departments. No minimum number of requests for temporary staffing are guaranteed pursuant to this Contract.

A.2 Contractor shall provide temporary staffing candidates to County department within 24 hours after County department has sent in a request to Contractor or notify County department as to the timeframe when a temporary staffing candidate can be provided. County departments can request either direct placement or candidate resumes for review and further consideration of candidates who best meet needed qualifications.

A.3 Contractor shall provide individual County departments who have used Contractor's services with monthly staffing reports listing staff out on assignment, location of assignment within County department, position name, start date, and end date. These reports shall be provided within five days of the end of the month and shall be in Excel format.

A.4 Contractor shall provide any other usage reports requested by a County department. These usage reports may include but are not limited to: a breakdown of staff by position, pay rate, bill rate, hours worked, overtime hours, location worked, start date, end date summation of hours, invoiced amount for department, peak loads, temporary absences, sick days utilized, emergency other than a labor dispute for which staff are within two (2) weeks of reaching their specified term, and summation to County department as a whole.

A.5 Contractor GUARANTEES that the assigned staff will be satisfactory to the requesting County department. If a County department is dissatisfied with the assigned staff, the County department has the right to terminate the assigned staff.

A.6 Contractor is required to pay and bill rates for detention center personnel using workers compensation class code 7720 and for hospital nurses using workers compensation class code 9043.

A.7 Contractor Reporting Obligations: Service Level Metrics:
Contractor shall meet the following parameters for services to ensure responsive, consistent service and support to the County. The objectives of the Service Level Metrics (SLM) criterion are to present measurable service indicators, to ensure accountability, and to match perceptions of expected service with actual service. Therefore, Contractor shall supply report(s) accounting for the metrics by the fifteenth (15th) day of the following month at the end of each Reporting Quarter, beginning December 15, 2023. Should the fifteenth day of the month in the Reporting Quarter fall on a weekend or County holiday, then the report shall be provided to the County Department on the next business day to the Purchasing assigned contract manager Jason Cloninger via email jason.cloninger@pur.sbcounty.gov.

| Criterion | Target Metric |
|--|---------------|
| Fill Time | |
| Percentage of requests, by department, filled within 24 hours. | 95% |
| Percentage of all County requests filled within 24 hours. | 95% |
| Fill Rate | |
| Percentage of department requests successfully filled. | 98% |

If the Target Metric is below the stated parameter in any quarter; then Contractor shall have thirty (30) days to cure the deficiency. If Contractor fails to meet the Fill Time commitment by the end of the cure

period, the affected County department(s) will be eligible for a credit equal to 1% of the quarterly invoices for every 1% below the Fill Time during the Reporting Quarter.

A.8 Assigned Staff Requirements

A.8.1 Be a citizen of the United States of America or a legal alien in the United States of America.

A.8.2 Have a clean, legible copy of a Social Security Card or Social Security Administration Abstract.

A.8.3 Have a clean, legible copy of a Driver's License, or a State-Issued Identification Card.

A.8.4 If the individual is not a citizen of the United States of America, the individual shall have a Resident Alien Card and/or documentation with a valid form of picture identification indicating he/she is authorized to be lawfully employed in the United States of America.

A.8.5 Pass a background check which includes, at a minimum: confirmation of education, employment drug and alcohol screening, and a verification of references. Additional background and criminal screenings may be required based on the position title.

A.8.6 All Staff placed at County departments shall provide proof of TB Testing, Hepatitis B and Influenza vaccinations and health examinations.

A.8.7 The assigned staff shall assume all responsibility for the use and return of the badge and any assigned keys or key cards. Badges are issued for the purpose of allowing access of assigned staff to specific County facilities for the performance of contracted services only.

All badges, keys or key cards issued to assigned staff shall remain the property of the County and shall be returned upon demand, or the earlier of termination of the assignment or the termination/expiration of the Contract. The Contractor will be assessed One Hundred Dollars (\$100.00) for each item that is not returned to the County and may be further assessed the actual cost to re-key the building(s), keying system(s), or locks.

If the badge, key, or key card is lost or stolen the assigned staff, or Contractor shall notify County within 24 hours of the loss, where the loss occurred, date and time loss was discovered, actions to recover the lost item and actions taken to prevent future loss. The Contractor is advised that the loss of some specialized keys/badges may entail the re-keying of several buildings at the Contractor's expense.

A.8.8 Contractor shall guarantee a pool of pre-screened workers from which requests can be filled.

B. DEPARTMENT SPECIFIC REQUIREMENTS

B.1 Arrowhead Regional Medical Center (ARMC) is a 456-bed, university-affiliated medical center, home to a Level I Trauma Center, regional burn center, comprehensive stroke center, and full range of inpatient and outpatient services, including four off campus family health centers, behavioral health inpatient services, and over 40 specialty care services. The Arrowhead Regional Medical Center emergency department is one of the busiest in the State of California.

B.1.1 Temporary staff assigned to ARMC shall not work over the standard tour of duty time periods, which may include 12-hour shifts. Contractor must immediately notify ARMC if an assigned individual indicates they have worked overtime above and beyond their assigned tour of duty.

B.1.2 All temporary staff assigned to ARMC shall maintain the appropriate license to practice in the State of California based upon the position they are filling. The license must be active upon assignment and remain active during the duration of the assignment.

B.1.3 ARMC pay periods are Saturday through Friday and shall be invoiced as such. Invoicing shall be done weekly and shall include the individual's name, department worked, hours worked (broken down by day) and the contract bill rate per hour. Invoices shall be sent to the individual designated by ARMC.

B.1.4 Contractor shall provide training to all temporary staff assigned to ARMC, at Contractor's expense. Training includes, but is not limited to, Advanced Cardiovascular Life Support, Basic Cardiac Life Support, Safety, Neonatal Resuscitation Program, Infection Control, Initial and annual health screens, Bloodborne Pathogens, Fit tests, Hazardous Materials, and programs that

are or may be required by local, state, or federal requirement or law. Contractor shall keep documented proof of such training for staff for a minimum of three years after the training was completed.

B.1.5 In some cases, ARMC may determine that assigned temporary staff does not meet ARMC's employee standards. ARMC shall inform the Contractor and Contractor shall not send the individual back to ARMC under any circumstances. A replacement individual shall be provided, if needed.

B.1.6 Assigned temporary staff shall have at least one year's work experience in the area assigned at ARMC. Two years are required for Specialty Care areas (Emergency Department, Labor & Delivery, etc.).

B.1.7 Assigned temporary staff working at ARMC facilities must pass a background check, including criminal and sexual offense. Background checks must be dated within six (6) months of initial tour of duty at ARMC and shall be redone as necessary, to assure continued compliance. A minimum of every two (2) years is recommended.

B.1.8 All temporary staff assigned to ARMC must not be excluded, debarred, or suspended from receiving state and/or federal funded health care program payments. Contractor shall notify ARMC immediately (within twenty-four (24) hours) by phone and in writing within ten (ten) business days of being notified of exclusion or suspension under federal or state funded health care programs or of any suspension or exclusionary action taken by an agency of the federal or state government, barring the individual from providing goods or services for which federal or state funded healthcare program payment may be made.

B.1.9 Contractor shall sign and adhere to the requirements set forth in Attachment A – Attestation Regarding Excluded/Ineligible Persons.

B.2 Department of Public Health (DPH) functions to protect citizens against environmental hazards, prevent epidemics and the spread of disease, prevent injuries, respond to disasters, assist communities in recovery, assure the quality of accessibility of health services throughout the County, and promote healthy behaviors.

B.2.1 The standard tour of duty for temporary clinical staffing is eight (8) hours in one workday. A work week begins on Monday and ends on the following Friday. The clinics are closed on weekends and holidays.

B.2.2. Temporary Staff assigned to DPH shall not work over the standard tour of duty time periods and are not authorized to work overtime. Contractor must immediately notify DPH if an assigned individual indicates they have worked overtime.

B.2.3 DPH Pay periods are Saturday through Friday and shall be invoiced as such. Invoicing shall be done weekly and shall include the individual's name, department worked, hours worked (broken down by day) and the contract bill rate per hour. Invoices shall be sent to the individual designated by DPH.

B.2.4 All temporary staff assigned to DPH shall maintain the appropriate license to practice in the State of California based upon the position they are filling. The license must be active upon assignment and remain active during the duration of the assignment.

B.2.5 Contractor shall provide training to temporary staff assigned to DPH at Contractor's expense. Training includes, but is not limited to Advanced Cardiovascular Life Support, Basic Cardiac Life Support, Safety, Neonatal Resuscitation Program, Infection Control, initial and annual health screens, Bloodborne Pathogens, HIPAA and CMIA regulations, Fit Tests, Hazardous Materials, and programs that are or may be required local, state, or federal agency, regulation, law or statute. Contractor shall keep document proof of such training for staff for a minimum of three years after the training was completed.

B.2.6 In some cases, DPH, in its sole discretion, may determine that an assigned individual does not meet DPH standards. In such an event, DPH shall inform the Contractor and Contractor shall not send the individual back to DPH under any circumstances. A replacement individual shall be provided, if needed.

B.2.7 All temporary staff assigned to DPH must not be excluded, debarred, or suspended from receiving state and/or federal funded health care program payments. Contractor shall notify DPH immediately (within twenty-four (24) hours) by phone and in writing within ten (10) business days of being notified of exclusionary action taken by an agency of the federal or state government,

barring the individual from providing goods or services for which federal or state funded healthcare program payment may be made.

B.2.8 Temporary staff assigned to DPH facilities must pass a background check, including criminal and sexual offense, Department of Justice, and shall be reviewed against the National Plan and Provider Enumeration System (NPPES) to ensure personnel each have a National provider identifier (NPI) number. All background check records will be provided to DPH, including copy of license, at the time of temporary placement.

B.2.9 Contractor shall sign and adhere to the requirements set forth in Attachment A – Attestation Regarding Excluded/Ineligible Persons.

B.3 Sheriff's Department Health Services Division is one of many divisions within this department, which is considered a law enforcement agency. The department has four main adult jail/detention facilities which house inmates during their court process and those who have been sentenced by the court. There is an average daily population of approximately 6,000 inmates housed across all four jail/detention facilities. In addition, the Sheriff's Department books approximately 85,000 individuals annually. Inmate access to healthcare services is available and provided 24/7. Health care services staff are assigned at all four main jail/detention facilities, including West Valley Detention Center located in Rancho Cucamonga, High Desert Detention Center located in Adelanto, Central Detention Center located in San Bernardino, and Glen Helen Rehabilitation Center located in Devore. The Health Services Division professional Staff are responsible for providing quality and professional healthcare to correctional patients of the San Bernardino County Sheriff's Department.

B.3.1 Temporary staff assigned to the Sheriff's Department Health Services shall not work over the standard tour of duty period, which may include 8 or 12-hour shifts, including weekends and/or holidays. Contractor must immediately notify the designated Health Services Supervisor II or designee of an assigned individual indicates they have worked overtime above and beyond their assigned tour of duty.

B.3.2 Sheriff's Department Health Services pay periods are Saturday through Friday and shall be invoiced as such. Invoicing shall be done weekly and shall include the individual's name, department worked, hours worked (broken down by day) and the contract bill rate per hour. If overtime is approved, it shall be invoiced at 1.5 times the hours rate for any hours above eight (8) in one day (not to exceed twelve (12) hours) and 40 hours in one week. Invoices shall be sent to the individual designated by the Sheriff's Department Health Services.

B.3.3 All temporary staff assigned to the Sheriff's Department Health Services shall maintain the appropriate license to practice in the State of California based upon the position they are filling. The license must be active upon assignment and remain active during the duration of the assignment.

B.3.4 In some cases, Sheriff's Department Health Services, in its sole discretion, may determine that an assigned individual does not meet Sheriff's Department Health Services employee standards. In such an event, Sheriff's Department Health Services shall inform the Contractor and Contractor shall not send the individual back to the Sheriff's Department Health Services under any circumstances. A replacement individual shall be provided, if needed.

B.3.5 Contractor shall keep documented proof of certification and licensure such as Basic Cardiac Life Support and professional Certification and/or licensure for assigned temporary staff, in addition to Initial and Annual health screens, Bloodborne Pathogens, Infection control, Safety, Fit tests, Hazardous Materials, and programs that are or may be required by local, state, or federal requirement or law. Contractor shall keep document proof of such training for temporary staff assigned for a minimum of three years after assignment has been completed.

B.3.6 Temporary staff assigned at Sheriff's Department jail/detention facilities will be fingerprinted and must pass a background process prior to assignment. Assigned temporary staff must not have been convicted of a felony and/or currently be on court ordered probation.

B.3.7 All temporary staff assigned to the Sheriff's Department Health Services are required to adhere to Sheriff's Department and County policies and procedures, mandatory in-services and trainings, the County's Code of Ethics, and the Sheriff Department's Code of Conduct.

B.3.8 All temporary staff assigned to Sheriff's Department Health Services must be willing to work with the inmate population.

B.3.9 All staff assigned to Sheriff's Department Health Services will be required to make provision for transportation. A valid California Class C driver license is required. Staff assigned to West Valley Detention Center, which is located in Rancho Cucamonga, will be required to travel to the other jail/detention facilities (High Desert Detention Center in Adelanto, Glen Helen Rehabilitation Center in Devore, and Central Detention Center in San Bernardino) for training and in the event staffing coverage is required.

B.4 The Department of Behavioral Health (DBH) provides outpatient behavioral health services to patients with severe chronic mental illness and/or substance use disorders. Direct patient care services are provided in outpatient clinics and specialty programs. Indirect patient care services are provided through utilization review of inpatient psychiatric hospitalizations, treatment authorization for Fee-for Services providers, and review of JV220 Application for Psychotropic Treatment Court forms for foster youth on psychotropic medications. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

B.4.1 Temporary staff assigned to DBH shall work the standard tour of duty, which may include 8-, 9-, or 10-hour shifts, and may include weekends and/or holidays. Contractor must immediately notify DBH if an assigned individual indicates they have worked overtime above and beyond their assigned tour of duty.

B.4.2 All temporary staff assigned to DBH shall maintain the appropriate licensure and registration required for their respective discipline. The license and registration must remain active during the duration of the assignment to DBH. In addition, National Provider Identification (NPI) and taxonomy code selections shall be current in preparation for billing in the Department's system.

B.4.3 DBH pay periods are Saturday through Friday and shall be invoiced as such. Invoicing shall be done weekly and shall include the individual's name, division and program worked, hours worked (broken down by day) and the standard contract bill rate per hour. If overtime is approved, it shall be invoiced at 1.5 times the hourly rate for any hours above 8 in one day (not to exceed (12) hours) and 40 hours in one week. Invoices shall be sent to the individual designated by DBH.

B.4.4 Contractor shall provide training for all temporary staff assigned to DBH, at Contractor's expense. Training must include, but is not limited to, Advanced Cardiovascular Life Support, Basic Cardiac Life Support, Safety, Neonatal Resuscitation Program, Infection Control, Initial and annual health screens, Bloodborne Pathogens, Fit tests, Hazardous Materials, Nonviolent Crisis Intervention (NVCi) training, and programs that are or may be required by local, state, or federal requirement or law. Contractor shall keep documented proof of such training for staff for a minimum of three years after the training was completed.

B.4.5 In some cases, DBH may determine that an assigned individual does not meet DBH's employee standards. DBH shall inform the Contractor and Contractor shall not send the individual back to DBH under any circumstances. A replacement individual shall be provided, if needed.

B.4.6 Temporary staff assigned shall have at least one year work experience in mental health or substance use disorders.

B.4.7 All temporary staff assigned to DBH are required to adhere to Department and County policies and procedures, as well as local, state, and federal laws, including those that are relevant to behavioral health services (including mental health and substance use disorder services). Staff must also adhere to the County's Code of Ethics and DBH's Code of Conduct.

B.4.8 All temporary staff assigned to DBH must sign and adhere to an Oath of Confidentiality regarding privacy standards as required per 42 Code of Federal Regulations (CFR) Part 2; 45 CFR, Section 160 and 164 (HIPPA); and Welfare and Institutions Code (WIC), Section 5328.

B.4.9 All temporary staff assigned to DBH must not be excluded, debarred, or suspended from receiving state and/or federal funded health care program payments. Employee shall notify DBH immediately (within twenty-four (24) hours) by phone and in writing within ten (10) business days of being notified of exclusion or suspension under federal or state funded health care programs or of any suspension or exclusionary action taken by an agency of the federal or state government barring the employee from providing goods or services for which federal or state funded health care program payment may be made.

B.4.10 All temporary staff assigned to DBH facilities must pass a background check, including Criminal and Sexual Offense, Department of Justice, and shall be reviewed against the National Plan and Provider Enumeration System (NPPES) to ensure personnel each have a National

Provider Identifier (NPI) number. All background check records will be provided to DBH, including copy of license, at the time of personnel placement.

B.4.11 Contractor shall sign and adhere to the requirements set forth in Attachment A – Attestation Regarding Excluded/Ineligible Persons.

B.5 Probation's Medical Services Division is one of many divisions within the Probation Department, which is considered a law enforcement agency. The department has two main Juvenile Detention and Assessment Centers (JDAC) and two Secured Youth Treatment Facilities (SYTFs), which houses juveniles and young adults during their court process and those who have been sentenced by the court. Both the JDAC and SYTF facilities are staffed with teams of dedicated health care professionals, including Registered Nurses, Licensed Vocational Nurses, and other disciplines in the field. The teams' main responsibility is to meet all the health and medical needs of a confined population that cannot freely seek medical attention outside the walls of the institutions without coordinated efforts by the medical team and officer support/escort. Both the JDAC and SYTF comply with the Board of State and Community Corrections' (BSCC's) Title-15 minimum health care standards for juvenile facilities and those standards set forth by the National Commission on Correctional Health Care (NCCHC), from which Probation holds its accreditation. In addition to the JDAC and SYTF, the Probation Medical Services Division services the population of adults frequenting the Day Reporting Centers (DRCs) located in the Central Valley, High Desert, and Fontana areas. Furthermore, a team of health care staff prepare curriculum and provide education on healthcare and custody staff at the Training Unit located in Rancho Cucamonga. Health care services at the JDAC and SYTFs are available and provided 24/7, while the coverage at the DRCs and Training Unit are provided Monday through Friday during regular business hours. Probation Medical Services team of professionals are responsible for providing quality and professional health care to the patients and clients of the San Bernardino County Probation Department.

B.5.1 Temporary staff assigned to the Probation Department Medical Services shall not work over the standard tour of duty period, which may include 10-hour shifts, including weekends and/or holidays. Contractor must immediately notify the designated Medical Services Supervisor or designee if an assigned individual indicates they have worked overtime above and beyond their assigned tour of duty.

B.5.2 Probation Department Medical Services pay periods are Saturday through Friday and shall be invoiced as such. Invoicing shall be done weekly and include the individual's name, department/location worked, hours worked (broken down by day) and the contract bill rate per hour. If overtime is approved, it shall be invoiced at 1.5 times the hourly rate for any hours above ten (10) in one day (not to exceed twelve (12) hours) and 40 hours in one week. Invoices shall be sent to the individual designated by the Probation Department's Medical Services.

B.5.3 All temporary staff assigned to Probation's Medical Services shall maintain the appropriate license to practice in the State of California based upon the position they are filling. The license must be active upon assignment and remain active during the duration of the assignment.

B.5.4 In some cases, Probation Medical Services, in its sole discretion, may determine that an assigned individual does not meet Probation Medical Services standards. In such an event, Probation Medical Services shall inform the Contractor and Contractor shall not send the individual back to Probation Medical Services under any circumstances. A replacement individual shall be provided, if needed.

B.5.5 Contractor shall maintain documented proof of certification and licensure such as Basic Cardiac Life Support, professional certification and/or licensure for assigned temporary staff; in addition to initial and annual health screening, such as fit testing. The temporary staff shall also receive initial and annual training in blood-borne pathogens, infection control, safety, hazardous materials, and programs that are or may be required by local, state, or federal law. Contractor shall keep documented proof of such training for temporary staff assigned for a minimum of three years after assignment has been completed.

B.5.6 Preceding an assignment with the Probation Department, temporary staff will be fingerprinted (Live Scan) for clearance through the Department of Justice (DOJ) and Federal Bureau of Investigations (FBI); and must pass a background screening process. Assigned temporary staff must not have been convicted of a felony and/or currently be on court ordered probation.

B.5.7 All temporary staff assigned to Probation Department Medical Services are required to adhere to Probation Department and County policies and procedures, mandatory in-services and trainings, the County's Code of Ethics, and the Probation Department's Code of Conduct.

B.5.8 All temporary staff assigned to Probation Department Medical Services must be willing to work with the confined juvenile and young adult population.

B.5.9 All staff assigned to Probation Department Medical Services will be required to make provisions for transportation. A valid California Class C driver license and driving insurance are required. Temporary staff assigned to the Probation Department, are required to provide coverage at any Probation Medical Services site, including but not limited to Central Valley Juvenile Detention and Assessment Center, High Desert Juvenile Detention and Assessment Center, High Desert SYTF (ARISE), Central Valley SYTF (SOAR), San Bernardino DRC, High Desert DRC, Fontana DRC, and Training Unit in Rancho Cucamonga for training and in the event staffing coverage is required.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

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

C.2 Contract Amendments

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

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

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

C.5 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's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

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

C.8 Choice of Law

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

C.9 Compliance with County Policy

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

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

C.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

C.11 Primary Point of Contact

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

C.12 County Representative

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

C.13 Damage to County Property

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

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

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

C. 14 Debarment and Suspension

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

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, 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.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

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

C.16 Duration of Terms

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

C.17 Employment Discrimination

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

relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Reserved

C.19 Improper Influence

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

C.20 Improper Consideration

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

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

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

C.21 Informal Dispute Resolution

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

C.22 Legality and Severability

The parties' actions under 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.23 Licenses, Permits and/or Certifications

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

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract

is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

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

C.26 Nondisclosure

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

C.27 Notice of Delays

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

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

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

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

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

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

C.30 Reserved

C.31 Records

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

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

Contractor must provide evidence of accreditation to The Joint Commission Certification for Health Care Staffing. Accreditation shall be renewed, as needed, with no gap in dates for the duration of this contract.

All Contractor Personnel background checks (criminal and sexual offense), training records, and details on relevant work experience, shall be kept on file at the Contractor.

C.32 Relationship of the Parties

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

C.33 Release of Information

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

C.34 Representation of the County

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

C.35 Strict Performance

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

C.36 Subcontracting

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

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

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

C. 37 Subpoena

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

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

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

C.40 Venue

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, San Bernardino County, 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, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for

termination of 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.

C.42 Former County Administrative Officials

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

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

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

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

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

C.44 Reserved

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 County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures, or deleting personal information. Contractor must not sell, market, or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.50 Reserved

C.51 Political Contributions

Contractor has disclosed to the County using Attachment C, 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.

C.52 Reserved

D. TERM OF CONTRACT

This Contract is effective as of October 1, 2023 and expires October 1, 2028 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 Reimburse Contractor in accordance with the Fiscal provisions below.

E.2 The County agrees that its officials and employees will cooperate with and assist representatives of Contractor in every reasonable way to enable Contractor to secure all information and data required to perform services herein provided for.

F. FISCAL PROVISIONS

- F.1** Contractor will be reimbursed on a fee for service basis in accordance with the rates listed in **Attachment B**.
- F.2** Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order number stated on the invoices. Contractor shall provide utilizing County department with weekly invoices listing hours worked and awarded classification, as more specifically described above. Contactor shall ensure the staff sign and record their time spent in accordance with the Time Record Forms, to be provided by each department. Incomplete forms shall be returned for completion.
- 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** Reserved
- F.6** Reserved
- F.7** Reserved

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

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 Waiver of Subrogation Rights

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

G.4 Policies Primary and Non-Contributory

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

G.5 Severability of Interests

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

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

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

G.10 Insurance Review

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

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

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

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

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

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

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 – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than two million dollars (\$2,000,000), 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. \$4,000,000 general aggregate limit.

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

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

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

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than two million (\$2,000,000) per claim and four million (\$4,000,000) 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 Reserved

G.11.7 **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.

Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

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

I. CORRECTION OF PERFORMANCE DEFICIENCIES

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

I.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:

- a. 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
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or

- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

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

San Bernardino County
Purchasing Department
777 E. Rialto Ave.,
San Bernardino, CA 92415
Attn: Pete Mendoza

VitaWerks, Inc.
702 Portofino Ln
Foster City, CA 94404

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

K. ENTIRE AGREEMENT

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

L. ELECTRONIC SIGNATURES

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

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

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

By _____
Deputy

VitaWerks, Inc.

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

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|------------------------------|----------------------------------|---------------------------------|
| ► _____ County Counsel | ► _____ | ► _____ |
| Date _____ | Date _____ | Date _____ |

ATTACHMENT A

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor _____ shall:

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in federal and state funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
 - a. It is not presently excluded from participation in federal and state funded health care programs,
 - b. There is not an investigation currently being conducted, presently pending, or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently exclude from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending, or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. Its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at a minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. IOG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents, and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Printed name of authorized official

Signature of authorized official

Date

ATTACHMENT B

| Line # | Classification | Per Diem Pay Rate | Per Diem Bill Rate |
|---------------|-------------------------------|--------------------------|---------------------------|
| 1 | RN Emergency Room | 77.26 | 113.00 |
| 2 | RN ICU, L&D, NICU | 80.36 | 116.00 |
| 3 | RN Operating Room | 83.34 | 121.00 |
| 4 | RN PACU/GI/Cardiac Cath | 82.81 | 122.00 |
| 5 | RN Medical-Surgical Telemetry | 72.23 | 106.00 |
| 6 | RN Post Partum, Pediatrics | 73.50 | 109.00 |
| 7 | RN Behavioral Health | 69.46 | 102.00 |
| 8 | RN Dialysis | 71.33 | 106.00 |
| 9 | RN Detention Facility | 66.98 | 101.00 |
| 10 | RN Case Manager | 71.32 | 105.00 |
| 11 | RN Practitioner | 91.87 | 132.00 |
| 12 | LVN - All Departments | 46.03 | 68.00 |
| Line # | Position | Traveler Pay Rate | Traveler Bill Rate |
| 13 | RN Emergency Room | 84.00 | 124.00 |
| 14 | RN ICU, L&D, NICU | 87.04 | 127.00 |
| 15 | RN Operating Room | 89.40 | 132.00 |
| 16 | RN PACU/GI/Cardiac Cath | 88.04 | 131.00 |
| 17 | RN Medical-Surgical Telemetry | 78.36 | 116.00 |
| 18 | RN Post Partum, Pediatrics | 80.20 | 120.00 |
| 19 | RN Behavioral Health | 75.64 | 112.00 |
| 20 | RN Dialysis | 76.63 | 115.00 |
| 21 | RN Detention Facility | 75.30 | 113.00 |
| 22 | RN Case Manager | 79.25 | 116.00 |
| 23 | RN Practitioner | 99.89 | 145.00 |



ATTACHMENT C

Senate Bill 1439

Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with 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; 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 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: VitaWerks, Inc.

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Shveta Mangal, CEO

3. Name of agent of Contractor:

| Company Name | Agent(s) |
|--------------|----------|
| | |
| | |

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

| Company Name | Contact |
|--------------|---------|
| | |
| | |

5. 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): |
|-----------------------|-------------------|-----------------------------|
| <u>Not Applicable</u> | | |
| | | |

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

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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 |
|--------------------|--------------------|
| Shveta Mangal, CEO | |
| | |

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

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

9. 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/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.