

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



Contract Number

23-927

SAP Number

Department of Public Health

Department Contract Representative	Rebecca Saucedo, PH Contracts/Grants
Telephone Number	(909) 725-5426
Contractor	CPS Solutions, LLC
Contractor Representative	Dr. Andrew Lowe/Phil Bruno
Telephone Number	(909) 435-5622 / (631) 521-6941
Contract Term	09/01/2023 through 08/31/2028
Original Contract Amount	\$5,727,190
Amendment Amount	N/A
Total Contract Amount	\$5,727,190
Cost Center	9300051000 / 93000991000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("County") desires to implement a Comprehensive Pharmacy Management Program that complies with the requirements and restrictions of Section 340B Drug Assistance Program of the Public Health Service Act, for the Department of Public Health ("DPH"); and

WHEREAS, County has received Federally Qualified Health Center ("FQHC") revenues and 1991 Health Realignment funding; and

WHEREAS, County finds CPS Solutions, LLC ("Contractor") qualified to provide consulting services; and

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

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions (this "Contract"):

TABLE OF CONTENTS

I. DEFINITIONS	3
II. CONTRACTOR SERVICE RESPONSIBILITIES	3
III. CONTRACTOR GENERAL RESPONSIBILITIES.....	6
IV. COUNTY RESPONSIBILITIES.....	13
V. FISCAL PROVISIONS.....	14
VI. RIGHT TO MONITOR AND AUDIT	15
VII. CORRECTION OF PERFORMANCE DEFICIENCIES.....	16
VIII. TERM.....	17
IX. EARLY TERMINATION	17
X. GENERAL PROVISIONS	17
XI. CONCLUSION.....	20

ATTACHMENT. In the event of conflict between the Attachments and the remainder of this Contract, the main body of the Contract shall control, unless an Attachment specifically states it is changing a provision of this Contract.

ATTACHMENT A – SCOPE OF WORK (Clinic Operations / Surveillance and Response)

ATTACHMENT B – CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

ATTACHMENT C – LOCATIONS

**ATTACHMENT D – CAMPAIGN CONTRIBUTION DISCLOSURE - Board Agenda Item
Information Report**

I. DEFINITIONS

- A. Department of Public Health (DPH) – means the County department that helps to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout the County of San Bernardino.
- B. Federally Qualified Health Center (FQHC) – means all organizations receiving grants under Section 330 of the Public Health Service Act (“PHSA”). FQHCs qualify for enhanced reimbursement from Medicare and Medicaid, as well as other benefits. FQHCs must serve an underserved area or population, offer a sliding fee scale, provide comprehensive services, and have an ongoing quality assurance program.
- C. Health Resources and Services Administration (“HRSA”) – means an agency of the U.S. Department of Health and Human Services. It is the primary Federal agency for improving health care to people who are geographically isolated, economically or medically vulnerable.
- D. 340B Drug Assistance Program – means the Federal program created to provide outpatient drugs to eligible health organizations and covered entities at significantly reduced prices per the 340B Statute.
- E. 340B Program – means DPH’s program for participating in the 340B Drug Assistance Program.
- F. 340B Statute - means Section 340B of the Public Health Service Act, as amended and codified at 42 U.S.C. § 256b.
- G. Scope of Work or SOW– means a document that outlines activities, objectives, and deliverables of a program.
- H. Pharmacy Management Program – means the DPH’s program for overseeing the distribution, storage and tracking of pharmaceuticals dispensed by DPH’s personnel at the clinics and other locations set forth on Attachment C (each a “Location”). For clarity, the parties note that the Pharmacy Management Program does include the operation of any pharmacy.
- I. Contract Year – means each 12 month period beginning with the Effective Date of this Contract.
- J. Applicable Laws – means any applicable laws, regulations, ordinances, or court or administrative orders or decrees of any federal, state, local (e.g., the County) or other governmental unit that has jurisdiction in the given circumstances that apply to a Party and/or its Affiliates’ operations and/or which are related to such Party’s rights and obligations under this Contract (including those that apply to health care services, environmental, safety, OSHA and data privacy). For the avoidance of doubt, the 340B Statute is not an “Applicable Law” for Contractor as Contractor cannot qualify as a “Covered Entity” under the 340B Statute.

II. CONTRACTOR SERVICE RESPONSIBILITIES

Contractor shall provide the following services (“Services”):

- A. Manage the Pharmacy Management Program consistent with the DPH’s mission of increasing access to necessary medications for DPH patients who are underinsured or uninsured.
- B. Subject to County’s responsibilities in this Contract, Contractor shall supervise, at the direction of the County’s “authorizing officer” under the 340B Drug Assistance Program, the Pharmacy Management Program’s participation in the County’s 340B Program on behalf of DPH.
- C. Confirm that the Pharmacy Management Program has systems/mechanisms and internal controls in place to reasonably ensure ongoing compliance with DPH’s 340B Program requirements.
- D. Assist in the development of auditable records to demonstrate compliance with the 340B Program. This includes using the Electronic Health Record system (“EHR”) and electronic

tools to maintain compliance with appropriate supply and storage requirements to meet Applicable Laws.

- E. Providing Contractor board-certified licensed Pharmacists as provided for herein.
- F. Provide a Pharmacy Technician and/or a Pharmacy Specialist to assist Contractor's Director of Pharmacy in supervising and operationalizing the 340B Program at DPH FQHC's.
- G. Provide educational in-services to the DPH clinicians, to include provider, nursing, and pharmacy staff regarding safe and proper medication use, to assist the County meeting the County's legal requirements.
- H. Facilitate the use of software applications supporting pharmacy services. Assist in reviewing purchasing habits (to the extent supported by the County's pharmacy software applications) to analyze 340B Program purchases to find savings for DPH FQHC's.
- I. Assist with temporary implementation and management of contract pharmacies and partnerships including specialty pharmacy that will dispense medications purchased under the 340B Program including providing support from registration, contract negotiation, implementation, forecasting, and consultative support.
- J. Assist in tailoring DPH's 340B Program compliance reviews (quarterly) which reviews include reviewing policies and procedures, contract pharmacy, procurement, and medical billing for compliance with Applicable Laws (as such laws are interpreted by the County).
- K. Assist in the development of protocols for the Pharmacy Program Management in collaboration with DPH staff to ensure a successful process.
- L. Participate in clinical oversight of Pharmacy Management Program to ensure competent service delivery.
- M. Engage in an initial self-audit to ensure compliance with Applicable Laws.
- N. Assist in the development of core elements to be monitored by the HRSA Office of Pharmacy Affairs, 340B.
- O. Assist with providing a clinical pharmacist who will participate in the following functions:
 - 1. Distribution of specialty drugs to the Hepatitis C Clinic (may be reimbursable by Inland Empire Health Plan) at two sites (Ontario and Hesperia FQHCs), once this Clinic is established by County.
 - 2. Distribution of specialty drugs for the Human Immunodeficiency Virus / Acquired Immunodeficiency Syndrome (HIV/AIDS) Clinic.
 - 3. Assist DPH with implementing best practices related to medication identification, in efforts aimed at reducing opioid use.
 - 4. Patient and provider education. Details to be established.
- P. Follow and adhere to a monthly provider schedule for each DPH health center. A scheduling calendar showing coverages must be provided thirty (30) days prior to the month of service to DPH Clinic Operations Section. Any changes and updates must be coordinated with the Chief Medical Officer and/or Division Chief. Any/all notifications regarding schedule changes can be in verbal format, but must be followed up with written notification, within 24 hours of request, confirming the requested change.
- Q. Assist in the oversight of storage, handling and inventory of medications and vaccines to include Vaccines for Children ("VFC") program requirements for the FQHC and clinic Locations.
- R. Provide program compliance documentation for annual recertification for the VFC program.
- S. Maintain records in the purchasing system for medical supplies, including staff training and updating policies and procedures as necessary.
- T. Work with DPH to facilitate the use of software applications supporting pharmacy services to include medication and vaccine management.

- U. Assist DPH's nursing staff to manage and provide oversight with AccuVax - Vaccine Management System.
- V. Intentionally Omitted.
- W. Assist in developing and implementing policies, procedures, and practices guidelines pertaining to medication workflow, emergency medication response, vaccine administration, Medication-Assisted Treatment ("MAT") and other specialty services to be in compliance with HRSA.
- X. Consult with providers on specialty drug management (i.e., Hepatitis C, HIV/AIDS (including Post-Exposure Prophylaxis / Pre-Exposure Prophylaxis (PEP/PrEP)) and Maternal Health Clinics.
- Y. Participate in the development and implementation of strategies aimed at reducing opioid use.
- Z. Participate in the MAT program requirements related to medication ordering and dispensing.
- AA. Provide consultative and/or training services and education for primary care providers, mid-level providers, nursing and other paraprofessional staff.
- BB. Engage in administrative consultation oversight related to pharmacist service delivery in compliance with HRSA requirements.
- CC. Serve as the consultant pharmacist for the Pharmacy License for all FQHCs and clinics.
- DD. Provide monthly invoice, with a supporting document listing all hours worked and providing reasonable supporting documentation for claimed reimbursements.
- EE. Ensure inventory of all stored medications, vaccinations, and medical ancillary supplies including:
 - 1. Fulfillment of resources requests for medication room assets.
 - 2. Medication room is secure at all times and only authorized staff are provided access.
- FF. Quality control and assurance of medical supplies received (test kits, medication, vaccine, ancillary supplies, therapies, etc.). Prepare, pick, and pull deployed medical supplies to requested facilities/agencies and any medical room assets (including test kits, vaccine, therapies, etc.)
- GG. Establish pharmaceuticals inventory minimum and reporting to County when pharmaceutical replenishment is needed to ensure stock is maintained, as necessary.
- HH. Tracking and reconciliation of inventories for:
 - 1. Warehouse and medication room supplies.
 - 2. Test kits, vaccinations, and supplies.
 - 3. All medication allocations and ancillary supplies.
- II. Conducting check in and transfer of custody for all medication room assets.
- JJ. Documenting the quantity of all incoming supplies and outgoing deployments with the necessary documentation.
- KK. Maintaining the cold chain process of medications and vaccine according to regulatory requirements.
- LL. Developing and reviewing standard operating procedures for medication room and satellite Location(s). Provide recommendations on changes to operations to ensure the safety and integrity of medications stored in the medication room and satellite Location(s).
- MM. Anticipating/forecasting potential pharmaceutical and supplies needed for DPH future events at the Locations which Contractor is made aware of.
- NN. Coordinating the procurement by DPH of items and supplies needed for the medication room and satellite Location(s).
- OO. Ensuring proper procedures are in place regarding the safety and integrity of medications stored in the medication room and satellite Location(s).

- PP. Antimicrobial Stewardship:
 - 1. Ensure proper procedures are in place for the optimal use of antimicrobial agents in Skill Nursing Facilities (SNFs), subacute facilities, and other long-term care facilities (LTCFs).
 - 2. Facilitate multidisciplinary collaboration between and within health systems, DPH authority, and the Hospital Associated Infection and Infection Prevention (HAIIIP) Program at DPH.
 - 3. Generating and analyzing quantitative and qualitative data acquired from LTCFs on antimicrobial drug use.
 - 4. Provide education and information about antimicrobial stewardship and infection prevention and control to health professionals, patients, and members of the public who come in contact with the health system's practice settings.
- QQ. Supervise compliance at the Locations with current cold chain protocols, policies, and procedures for vaccine management.
- RR. Provide pharmacy updates and education to staff, as needed.
- SS. Participate in on-going reviews of auditing reports and follow-up requirements.
- TT. Participate in quarterly meetings with administration.
- UU. Perform an annual compliance review of the 340B Program and VFC program aspects of the Pharmacy Management Program and deliver a report including observations and recommendations.
- VV. Fulfill all activities and deliverables as delineated in the Scopes of Work (i.e., the Clinical SOW and the SRD SOW) set forth in Attachment A.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. 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 of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 34 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
 - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 - 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a

material breach of the Contract and be sufficient grounds for immediate termination.

- C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- D. 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 (5) 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, Chief Executive Officer of the County 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.
- E. If during the course of the administration of this Contract, the County determines that the 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 applicable available legal remedies.
- F. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DPH through the DPH Contracts/Grants Unit. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- G. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other 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 also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles, and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.
- H. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change and shall immediately notify County of changes in telephone or fax numbers.
- I. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- J. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written

notice to the County.

Contractor will also designate a back-up point of contact in the event the primary contact is not available.

- K. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- L. Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.
- M. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by Applicable Law. This provision will remain in force even after the termination of the Contract.
- N. 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 County's "Confidential Information" (as defined below) 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 Contract, "Confidential Information" of a party means any financial data, operational processes and procedures, business methods, inventions, trade secrets, information (including personally identifiable information and protected health information (as defined in HIPAA)) as to vendors, personnel, patients and customers of such party, pricing information, or other confidential data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data. Notwithstanding the foregoing, County's Confidential Information does not apply to any information (1) which Contractor is required to disclose by Applicable Law, (2) that now or hereafter, through no unauthorized act or failure to act on the Contractor's part becomes in the public domain; (b) that was in the Contractor's possession before receipt from the County and obtained from a source other than the County; (c) that is hereafter furnished to the Contractor by a third party as a matter of right and without restriction on disclosure; (d) that is furnished to others by the County without restriction on disclosure; or (e) independently developed by the Contractor without use of the County's Confidential Information.
- O. Contractor shall make every reasonable effort to prevent employees, consultants, or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by 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, agents, or employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- P. Contractor shall adhere to the County's Travel Management Policy (08-02 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.

Q. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – Contractor agrees to defend, indemnify, and hold the County harmless from and against any and all claims, actions, causes of action, demands, suits, debts, liens, contracts, agreements, promises, liability, damages, loss, costs or expenses whatsoever resulting from the negligent acts or omissions or willful misconduct of Contractor, its employees and agents, except where such indemnification is prohibited by law. This indemnification obligation also shall not extend to any claims caused by the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

Notwithstanding the foregoing or any other provisions of this Contract to the contrary: (i) Contractor shall not be liable or responsible for any errors, omissions, diversions or other claims resulting from: (A) any County’s health care provider’s (e.g., nurses) error (including, without limitation, the failure to order appropriate modalities, therapy interventions, supplies or devices), (B) any failure of County to have or maintain adequate policies and procedures or any failure of County or the County or its employees, agents or independent contractors to follow any applicable policies and procedures, or omission done in compliance or failure to comply with any applicable policies and procedures of County (collectively, “County Controlled Matters”). County shall not make, assert, maintain, or initiate, or cause to be made, asserted, maintained, or initiated, any claim, charge, demand, action or proceeding of any type (as hereafter used in this paragraph, a “claim”) against or with respect to Contractor relating to any County Controlled Matter. If County takes any position in litigation which is inconsistent with the preceding sentence, then County shall pay all costs and expenses (including, without limitation, reasonable attorney’s fees) resulting in such action in defending such claim, which payment shall be made promptly upon request of Contractor. The provisions of this section shall survive the termination of this Contract.

In addition, upon Contractor’s request from time to time, County shall furnish Contractor with evidence reasonably satisfactory to Contractor of County’s liability insurance coverage of all applicable types.

2. Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.
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.
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.
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.

6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, 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.
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 review and provide decision as to execute or not 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.
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. The type(s) of insurance required is determined by the scope of the contract services.

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:

- a. Workers’ Compensation/Employers 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 its employees’ 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.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - 1) Products and completed operations.
 - 2) Broad form property damage (including completed operations).
 - 3) Explosion, collapse, and underground hazards.
 - 4) Personal injury.
 - 5) Contractual liability with ISO General Liability Form.
 - 6) \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability.
 - e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.
 - f. Cyber (internet) and Electronic Data Processing (EDP) 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 claims involving 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.
- R. Contractor shall comply with all Applicable Laws relating to its duties, obligations, and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- S. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- T. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
- 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the San Bernardino County and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other Applicable Laws, relating to equal employment or social services to welfare recipients, including Applicable Laws hereafter enacted.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient 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 VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other Applicable Laws relating to equal employment and contracting opportunities, including Applicable Laws hereafter enacted.
 3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development, and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to submit a completed Assurance of Compliance form and its agency's Civil Rights Plan annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
- U. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- V. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- W. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- X. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- Y. In the event of dispute between the parties, both parties agree to attempt to resolve such disputes through a non-legal mediation process acceptable to both parties first. However, this Section shall not limit either party's right to immediately seek (without waiting for such discussions) equitable relief from a court, including injunctive relief, or where informally attempting to resolve the dispute would result in the applicable statute of limitations or other limitations period barring the claim. In the event either party brings an action against the other to enforce any condition or covenant of this Contract, each party shall bear their own costs and attorney's fees regardless of who is the prevailing party, except that this shall not apply to a claim based on indemnification.
- Z. Contractor agrees that any news releases, advertisements, public announcements, or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the Public Health Director or their designee.
- AA. 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 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) 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. Contractor agrees that signing the Contract shall constitute signature of this Certification.

- BB. Contractor understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment B) that the Department Director has determined Consultant/Contractor meets Disclosure Determination number 1 and that no disclosure is required.
- CC. Contractor has disclosed to the County using Attachment D, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors and Contractor re-affirms Attachment D as of the Effective Date.

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.

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Provide a single point of contact for the Contractor to act as a liaison.
- B. Provide requested information in a timely manner as to not delay services performed under this Contract.
- C. Ensure that required personnel are at any requested/required meetings with the Contractor.
- D. Compensate the Contractor per the provisions as outlined in Section V of this Contract.
- E. Purchase all pharmaceuticals used in the Pharmacy Management Program based on the advice and information provided by Contractor; provided that DPH is responsible for making all decisions that require clinical judgment, including all decisions regarding the choice of which pharmaceuticals to provide to specific patients and other decisions affecting the quality, availability, accessibility and affordability of care to patients.
- F. Except for the Contractor personnel specified herein, provide all personnel to operate DPH's Pharmacy Management Program (e.g., DPH nurses).
- G. Provide all equipment (e.g., cold storage), software (e.g., EHR, electronic tools), and physical Locations (e.g., office space) for the operation of the Pharmacy Management Program.
- H. Provide all supplies, reference books and periodicals and other supplies or forms that are reasonably necessary for Contractor to provide the Services at the Locations.
- I. Ultimately be responsible for the operation of each Location, for securing, paying for and maintaining all necessary licenses for its operations, the results of its operations, and for monitoring compliance of its operations (including those supervised by Contractor). County's actions and omissions are within the sole discretion of County. This Contract does not transfer compliance or regulatory responsibility to Contractor, and County retains sole responsibility for ensuring that County and its operations comply with all Applicable Laws (including securing all required business associate agreements). Further, if DPH elects to have a 340B Program, DPH

retains sole responsibility for the implementation of County's 340B Program, including its 340B Program's compliance with the 340B Drug Purchasing Program and all other Applicable Laws. Nothing in this Section IV.(l) relieves Contractor of its specific responsibilities included in this Contract, including Contractor's obligation to comply with all Applicable Laws.

- J. County 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, Contractor's Confidential Information that is either: (1) provided by the Contractor to County or an agent of County or otherwise made available to County or County's agent in connection with this Contract; or (2) acquired, obtained, or learned by County or an agent of County in connection with this Contract. Notwithstanding the foregoing, Contractor's Confidential Information does not apply to any information (1) which the County is required to disclose by Applicable Law, (2) that now or hereafter, through no unauthorized act or failure to act on the County's part becomes in the public domain; (b) that was in the County's possession before receipt from the Contractor and obtained from a source other than the Contractor; (c) that is hereafter furnished to the County by a third party as a matter of right and without restriction on disclosure; (d) that is furnished to others by the Contractor without restriction on disclosure; or (e) independently developed by the County without use of the Contractor's Confidential Information.
- K. Maintain either insurance policies or a program of self-insurance for general liability and professional liability coverage with adequate limits or resources to protect against liabilities arising out of DPH's operations and the performance by County and the DPH of the terms, conditions, and/or their obligations under this Contract.
- L. In addition, County acknowledges that it may establish and publish in its Policy and Procedure Manual with legal interpretations for Contractor to act upon when providing the Services. For example, if County elects to have a 340B Program, County must establish and publish in its Policy and Procedure Manual (PPM) or equivalent document (which document must be shared with Contractor) certain legal interpretations of the 340B Drug Assistance Program before Contractor can assist with County's 340B Program operations. Contractor cannot provide such legal interpretations as Contractor is not engaged in the practice of law. Any statements or assistance Contractor provides are business opinions or advice concerning business issues. However, Contractor is responsible for following any legal interpretations regarding the 340B Program in the Policy and Procedural Manual (or which are otherwise provided to Contractor in writing).

V. FISCAL PROVISIONS

- A. The maximum amount of payment under this Contract shall not exceed \$5,727,190 and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Contractor shall be reimbursed for the activities/deliverables as delineated in this Contract, including the SOWs (Attachment A) and shall not exceed the following:

Deliverable	Limitation/Note	Cost per Contract Year
Pharmacist – Clinic Operations (1) FTE	All-inclusive rate of \$133.37 per hour. Not to exceed 2080 service hours per year.	\$277,410
Specialist Support*	All-inclusive rate of \$162.23 per hour. Not to exceed 220 hours per year. If Contractor elects to use a Pharmacist Technician for certain of these hours, the all-inclusive rate will	\$35,798

	be reduced to \$65.00 per hour.	
Total		\$313,208

*Specialist Support will include those services from Contractor needed to optimize the pharmacy operations. These may include, but may not be limited to, ongoing operational support of County's 340B Program and enrollment (excluding compliance or regulatory audits or legal guidance), Operational, Specialty Pharmacy, Project Management and Administrative support services.

Contractor shall be reimbursed for the activities/deliverables in this Contract, including as delineated in the SOWs (Attachment A), and shall not exceed the following:

Deliverable	Limitation/Note	Cost per Contract Year
Pharmacist – Surveillance and Response Up to three (3) FTE	All-inclusive rate of \$133.37 per hour. Not to exceed 6240 (2080 x 3 FTE) service hours per year. In addition, a 10% differential will be paid for hours worked between 6:00 p.m. to 11:00 p.m. PST (i.e., the hourly rate is increased to (\$1.46.71).	\$832,230
Total		\$832,230

- C. Monthly invoices shall be submitted for payment no later than ten (10) calendar days following the end of the month in which services were rendered and costs incurred. Invoices may be submitted more frequently as deliverables are completed. Invoices (form to be provided) are to be submitted by regular mail or hand delivered to:
San Bernardino County Department
of Public Health
Attn: Clinic Operations - Accounts Payable 451
E. Vanderbilt Way, 2nd Floor
San Bernardino, CA 92408
- D. 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.
- E. 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.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied, or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, 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. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- B. Contractor shall cooperate with County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- D. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- E. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County and Contractor through mutual agreement, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- F. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. County shall inform Contractor in writing if County is paying Contractor \$750,000 or more in federal funds within any of Contractor's fiscal years, and in that case, Contractor shall comply with this provision and County shall reimburse Contractor for any additional costs Contractor incurs incur in connection with such audit. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rqn=dv8 for further information.
- G. County is required to identify the Contractor Unique Entity Identifier (UEI) number, as known in the federal System of Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331 and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in SAMS	Comprehensive Pharmacy Services
SAMS	Pending in progress. Contractor will provide the number to the County once it is available.
FAIN	Not Applicable

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. If either party (County or Contractor) or any of its personnel fail to perform its duties or obligations

as specified in this Contract, the non-defaulting party will provide written notice to the defaulting party (in the manner for which notices are permitted under this Contract as specified in Section X(A)), and such notice must inform the defaulting party of its breach or deficiencies and thereby allowing the defaulting party thirty (30) days to rectify the problem after receipt of notice. If said breach or deficiency is not rectified to the satisfaction of non-defaulting party within said notice period, the non-defaulting party may terminate this Contract immediately thereafter upon written notice to the defaulting party. However, if the nature of the default is such that it cannot be reasonably cured, the non-defaulting party may terminate this Contract upon written notice to the defaulting party.

- B. In the event of a breach not cured under VII.A., County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
1. Afford Contractor thereafter fifteen (15) days in which to cure the breach, and/or
 2. 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
 3. Withhold funds pending duration of the breach; and/or
 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In 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.
- C. Non-payment by County of amounts owed under this Contract beyond thirty (30) days from the invoice date represents a default of this Contract and is grounds for termination at the option of Contractor in accordance with Section VII(A) of this Contract.

VIII. TERM

This Contract is effective as of September 1, 2023 ("Effective Date") and expires August 31, 2028 ("Term") but may be terminated earlier in accordance with the provisions of this Contract.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated or partially terminate any portion of this contract without cause by the County by serving a written notice to the Contractor sixty (60) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and sent in the manner described in this section to the following respective addresses listed below.

Contractor: CPS Solutions, LLC

ATTN: Frank Segrave, CEO and Chairman 655 Metro Place South, Suite 450
Dublin, OH 43017

With a Copy to:

CPS Solutions, LLC

ATTN: Leanne Ebert Murphy, General Counsel 655 Metro Place South, Suite 450

Dublin, OH 43017

County: (Clinic Operations)
San Bernardino County Department of Public Health
ATTN: Melanie Bird-Livingston, Division Chief 451 E. Vanderbilt Way, 2nd Floor
San Bernardino, CA 92408

San Bernardino County Department of Public Health Attn: DPH Contracts/Grants
Unit
351 N. Mountain View Ave, 2nd Floor San Bernardino, CA 92415-0515

Written notice must be delivered by Federal Express, UPS, or any similar express delivery or common courier service for delivery the next business day, such notice will be effective (1) business day after such notice is delivered to such courier service.

- B. 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. 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 any 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 to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds provided by County for such purchase under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon contract termination.
- E. The State and County shall have all ownership rights in the County's software or modifications thereof and associated documentation designed, developed, or installed with Federal financial participation. The Federal Government (Department of Public Health) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions. Contractor is not providing any software to County under this Contract.
- F. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- G. Contractor is not creating or modifying any software or other information technology systems for County as part of this Contract.

- H. County acknowledges that Contractor, its affiliates or its/their licensors claim ownership of the Contractor's IP which consists of (i) any pre-existing intellectual property (e.g., copyrights, trademarks, patents (IP)) that Contractor or its affiliates created, owned or licensed prior to Contractor's retention by County, (ii) any other IP that Contractor or its Affiliates develop without using or referencing County's IP or County's Confidential Information, (iii) any IP developed by Contractor or its affiliates in the course of providing Services to its/their other clients, and (iv) any IP Contractor and its affiliates license from a third-party. Further, except as expressly otherwise stated in this Contract: (x) this Contract is not a license or assignment of any right, title, or interest in the Contractor IP and (y) County's permitted use of Contractor IP is limited to the Contract Term.
- I. As used herein, the term "Deliverables" means only those materials which Contractor is obligated to deliver under this Contract and that is: (i) identified as a "Deliverable" in this Contract, (ii) constitutes a recommendation or analysis of an issue requested by the County, (iii) constitutes a report, study, study design or plans regarding County's Pharmacy Management Program, (iv) or constitutes a record of the County (other than County's policy and procedure manual (PPM)) which is addressed below; provided that Contractor Confidential Information and Contractor IP shall never be deemed to be Deliverables; however, County shall have: (i) a royalty-free, non-exclusive and irrevocable (absent breach of this Contract) license to use and copy Contractor's Confidential Information and Contractor IP embedded in such Deliverables (but only to the extent such items are embedded in such Deliverables and solely in connection with such Deliverables), and (ii) the right to publish, disclose, copy, translate, and otherwise use, now and hereafter all Deliverables (including any Contractor Confidential Information or Contractor IP embedded therein), and reserves the right to authorize others to use or reproduce such Deliverables.
- J. This Contract does not affect County's ownership of all County Confidential Information (e.g., data and other statistics), County IP or other information owned by County ("County Information"), however, County hereby grants Contractor, for the Term, a royalty-free, non-exclusive and irrevocable (absent breach of this Contract) license to access, use, copy, modify and distribute such County Information in connection with the Services.
- K. All Deliverables shall be delivered to County upon their completion, and Contractor shall deliver to County at the end of the Contract Term all Deliverables, in the current state, as work in progress, and all other County Information in Contractor's possession; except as provided for below. After the Contract Term, Contractor may retain: (x) copies of all Deliverables (unless otherwise directed by County in writing) and (y) notwithstanding the foregoing, Contractor may retain copies of all Deliverables and County Information as required by Applicable Law or as necessary to comply with Contractor's record retention policy; provided Contractor's confidential obligations as to such Deliverables and County Information shall continue to apply (post expiration/termination) so long as Contractor has copies of such Deliverables or other County Information.
- L. Notwithstanding the foregoing, nothing in this Contract prevents Contractor from creating the same or similar Deliverables for any of its other clients so long as Contractor shall not use in connection therewith any of County's Confidential Information nor any of County's IP. Subject to the foregoing, the parties agree that: (a) any copyrightable aspects of Deliverables shall be "works made for hire" to the fullest extent permitted by Applicable Law; and (b) Contractor hereby assigns to County, upon payment in full for such Deliverable(s), Contractor's worldwide right, title, and interest in such Deliverable(s). Contractor shall promptly execute any documents that County may reasonably request from time to time to give effect to the provisions of this Section.
- M. Upon expiration or termination of this Contract, Contractor agrees that County is entitled to retain and to continue to use County's PPM (including any portions of which were developed with assistance from Contractor) in connection with the Pharmacy Management Program; provided, however, that County acknowledges and agrees that (i) Contractor is free to assist its other clients in the creation of policy and procedures manuals that may contain the same or substantially similar content as County's PPM, (ii) the County's PPM does not include any changes suggested to County's PPM made by Contractor which have not been incorporated into County's PPM as

of the date of the earlier expiration or termination of this Contract.

- N. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- O. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties. No course of dealing and no delay or failure of a party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- P. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- Q. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the parties) and the remaining provisions of the Contract shall not be affected.
- R. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- S. Contractor hereby agrees that Contractor at no time during the term of this Contract, or for a period of one year immediately following the termination of this Contract, will offer to employ any County administrative staff, department head, or nursing personnel without the prior written consent of County. County agrees that at no time during the term of this Contract, or for a period of one year immediately following expiration of this Contract, will it directly solicit, offer or accept for employment of or consultation by any of Contractor's personnel, ex-employees of Contractor, any other personnel provided by Contractor to perform duties under this Contract or prospective personnel presented by Contractor interviewing for position(s) for a period of one (1) year from termination or non-renewal hereof without the prior written consent of Contractor; provided that this does not apply to any person who applies for and is hired for an open position that is publicly advertised.

XI. CONCLUSION

- A. This Contract, consisting of twenty-one (21) pages and Attachments A, B, C, and D, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the parties affixed to this contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract.

The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission) which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly executed and deliver to the other party an original signed Contract upon request.

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

SAN BERNARDINO COUNTY

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

Dated: AUG 22 2023

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

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



CPS SOLUTIONS, LLC

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

By *frank segrave*
frank segrave (Aug 15, 2023 14:23 MDT)
(Authorized signature - sign in blue ink)

Name Frank Seagrave
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: Aug 15, 2023

Address 655 Metro Place South, Suite 450
Dublin, OH 43017

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
► *Adam Elright*
Adam Elright, Deputy County Counsel
Date August 15, 2023

Reviewed for Contract Compliance
DocuSigned by:
► *Patty Steven*
Patty Steven, Contracts Manager
Date August 15, 2023

Reviewed/Approved by Department
DocuSigned by:
► *Joshua Dugas*
Joshua Dugas, Director
Date August 15, 2023

**San Bernardino County Department
of Public Health (DPH)**

CLINIC OPERATIONS

SCOPE OF WORK AND DELIVERABLES

Background:

The San Bernardino County Department of Public Health Clinic Operations Section operates the Federally Qualified Health Centers (FQHC) and Public Health Clinics within the County. The FQHCs are focused on accessible, low cost, comprehensive primary and preventive care, including mental health, oral health, specialty services (HIV, maternal health, TB) and routine immunizations. These services are available to persons of all ages, regardless of their ability to pay or health insurance status. Thus, they are a critical component of the health care safety net.

The FQHCs and Public Health Clinics set forth in Attachment C are VFC provider locations and participate in the DPH's 340B Program.

Project Description:

The purpose of this Scope of Work (Clinical SOW) is to describe the duties given to the pharmacist appointed to the Clinical Health and Prevention Services Division, Clinic Operations (Clinic Ops) Section. Clinic Ops shall be responsible for all salaries and labor related expenses for all personnel including but not limited to workers' compensation and shall provide onsite Pharmacy services eight (8) hours per day; five (5) days per week.

Licenses, Certifications, and Credentialing Requirements

1. Provide requested copies of licensures and documents related to the credentialing and onboarding process of the FQHCs specific to HRSA requirements.
2. Pharmacist must have a Doctor of Pharmacy degree from a U.S. accredited pharmacy program.
3. Possession of an active, unrestricted, and unencumbered registered pharmacist license issued by the California State Board of Pharmacy required.
4. Completion of a post graduate year 1 (PGY) pharmacy residency in a health system with experience in pharmacist disease management or ambulatory care pharmacy from an American Society of Health System pharmacists (ASHP) accredited training program.
5. Strong preference to those who completed a PGY 2 pharmacy residency with knowledge in infectious diseases.
6. Maintain adequate continuing education to maintain appropriate licensures and/or certifications.

Reporting Requirements:

1. Conduct quarterly or as needed inspections of the medication areas of all health center/clinics and provide inspection reports.
2. Participate in monthly provider meetings to include presentation(s) on medications and provide pharmacy updates.
3. Participate in on-going reviews of auditing reports and follow-up requirements.
4. Quarterly meetings with health center and clinic administration.

5. Perform an annual compliance review of the 340B Program and deliver a report including observations and recommendations.

Roles and Responsibilities

1. Submit a proposed staffing schedule.
2. Assist in the oversight of, storage, handling and inventory of medications and vaccines to include VFC program requirements for the health centers and clinics.
3. Provide program compliance documentation for annual recertification for the VFC program.
4. Maintain the purchasing system for medical supplies, including staff training and updating policies and procedures as necessary.
5. Supervise the Pharmacy Management Program's participation in the County's 340B Program on behalf of DPH as set forth in the attached Contract.
6. Provide quarterly, or as needed educational in-services to the provider and/or nursing staff at each Location.
7. Work with DPH to facilitate the use of software applications supporting pharmacy services to include medication and vaccine management.
8. Assist nursing staff to manage and provide oversight with the AccuVax – Vaccine Management System.
9. Coordinate implementation and management of contract pharmacies that will dispense medications purchased under the 340B Program.
10. Assist in developing and implementing policies, procedures, and practice guidelines pertaining to medication workflows, emergency medication response, vaccine administration, MAT and other specialty services to be in compliance with HRSA.
11. Consult with providers on specialty drug management, i.e., Hepatitis C, HIV/AIDS (including Post-Exposure Prophylaxis / Pre-Exposure Prophylaxis (PEP/PrEP)) and Maternal Health Clinics.
12. Participate in the development and implementation of strategies aimed at reducing opioid use.
13. Participate in the Medication-Assisted Treatment (MAT). Program requirements related to medication ordering and dispensing.
14. Provide consultative and/or training services and education for primary care providers, mid-level providers, nursing and other paraprofessional staff.
15. Engage in administrative consultation oversight related to pharmacist service delivery in compliance with HRSA requirements.
16. Provide coverage for vacation, sick days, and during other scheduled or unscheduled absences.
17. Serve as the consultant pharmacist for the Pharmacy License for all health centers and clinics.

San Bernardino County
Department of Public Health (DPH)
SURVEILLANCE AND RESPONSE
SCOPE OF WORK AND DELIVERABLES

Background:

The Surveillance and Response Division (SRD) consists of the Communicable Disease Section (CDS), Preparedness and Response Program (PRP), and Health Promotion and Education Services (HPES). The Division safeguards public health through its strategic programming by fostering community engagement, enhancing surveillance, and amplifying crisis communication and response capabilities. CDS provides comprehensive services including immunizations to reduce the incidence of vaccine-preventable diseases through the procurement and distribution of vaccines. PRP works to prepare for emergencies caused by bioterrorism, infectious diseases, and other public health threats through the development and exercise of comprehensive public health emergency preparedness and response plans. In preparing for or responding to a public health emergency, PRP plans and coordinates the logistics and distribution of medication and medical ancillary supplies as well as administration through field clinics including designated medical points of dispensing (MPOD) sites. HPES Health aims to improve well-being by educating individuals and communities about healthy behaviors and providing essential preventive services.

Project Description:

The purpose of this Scope of Work (SRD SOW) is to describe the duties given to the pharmacist appointed to the Surveillance and Response Division (SRD). SRD shall be responsible for all salaries and labor-related expenses for all personnel including but not limited to workers' compensation and shall provide onsite Pharmacy services eight (8) hours per day; five (5) days per week. Some evening and weekend work may be included.

Licensing, Certification, and Credentialing Requirements

1. Pharmacist must have a Doctor of Pharmacy degree from a U.S. accredited pharmacy program.
2. Possession of an active, unrestricted, and unencumbered registered pharmacist license issued by the California State Board of Pharmacy required.
3. Completion of a post graduate year 1 (PGY) pharmacy residency in a health system with experience in pharmacist disease management or ambulatory care pharmacy from an American Society of Health System pharmacists (ASHP) accredited training program.
4. Strong preference to those who completed a PGY 2 pharmacy residency with knowledge in infectious diseases.

Reporting Requirements:

Pharmacist(s) will be required to report the following:

1. Contractor to provide monthly invoice including all support documentation representing hours worked and activities performed for hours claimed for reimbursement.
2. Ensure inventory of all stored medications, vaccinations, and medical ancillary supplies including:
 - a. Reconciliation of medical room assets

- b. Ensure adequate supplies for the medication room(s); review and order supplies in coordination with the Designated Representatives in Charge and other medication room staff.
3. Ensure compliance with current cold chain protocols, policies, and procedures for vaccine management.
4. Provide pharmacy updates and education to staff, as needed.
5. Participate in on-going reviews of auditing reports and follow-up requirements.
6. Participate in quarterly meetings with administration.
7. Perform an annual compliance review of the 340B Program and Vaccine for Children (VFC) program aspects of the Pharmacy Management Program and deliver a report including observations and recommendations.
8. Other duties, as needed, and agreed to in writing by the parties.

Preferred Knowledge:

Pharmacist(s) assigned must be familiar with:

1. Business and Professions Codes 4160-4169 and 4053.
2. Centers for Disease Control and Prevention (CDC) and California Department of Public Health (CDPH) guidance for vaccine storage and handling.
3. Immunization Programs (e.g., Vaccine for Children, Vaccines for Adult, 317, etc.)
4. 340B Drug Purchasing Program pricing and 340B Prime Vendor Programs.
5. California state and federal laws relating to the distribution of dangerous drugs/devices and/or controlled substances.
6. Quality control systems.
7. United States Pharmacopoeia standards relating to the safe storage and handling of drugs.
8. Prescription terminology, abbreviations, dosages, and formats.
9. Completion of Antimicrobial Stewardship certificate programs for acute care and Long-Term care through Society of Infectious Diseases pharmacists or equivalent, recommended but not required.
10. Basic knowledge of communicable diseases processes and treatments
11. Basic knowledge related to medication administration training programs.

Roles and Responsibilities

Pharmacist(s) responsibilities will include:

1. Full-scope management of the medication room and satellite Location(s).
2. Conduct full scope assessment of needs of medication room and satellite Location(s).
3. Ensuring:
 - a. Medication room is secure at all times and only authorized staff are provided access.
 - b. Quality control and assurance of medical supplies received (test kits, medication, vaccine, ancillary supplies, therapies, etc.).
 - c. Fulfillment of resource requests for medication room assets.

4. Coordinating the preparation, selection, and retrieval of deployed medical supplies for requested facilities/agencies, as well as any medical room assets (including test kits, vaccines, therapies, etc.).
5. Establishing inventory minimum and ensure stock is maintained, as necessary.
6. Tracking and reconciling of inventories for:
 - a. Warehouse and medication room supplies.
 - b. Test kits, vaccinations, and supplies.
 - c. All medication allocations and ancillary supplies.
7. Conducting check-in and transfer of custody for all medication room assets.
8. Documenting all incoming supplies and outgoing deployments with the necessary documentation
9. Maintaining the cold chain process of medications and vaccines according to regulatory requirements.
10. Developing and reviewing standard operating procedures for medication room and satellite Location(s).
11. Anticipating/forecasting potential resource needs for future events.
12. Coordinating the procurement of items and supplies needed for the medication room and satellite Location(s).
13. Ensuring the safety and integrity of medications stored in the medication room and satellite Location(s).
14. Reviewing the quantity of supplies received and deployed.
15. Providing recommendations on changes to operations to ensure the safety and integrity of medications stored in the medication room and satellite Locations(s).
16. Providing consulting services to ensure pharmacy standards are met in support of general DPH programs.
17. Implementing Antimicrobial Stewardship
 - a. Ensure the optimal use of antimicrobial agents in Skill Nursing Facilities (SNFs), subacute facilities, and other long-term care facilities (LTCFs).
 - b. Facilitate multidisciplinary collaboration between within health systems, the public health authority, and the Hospital Associated Infection and Infection Prevention (HAIP) Program at the Department of Public Health.
 - c. Generating and analyzing quantitative and qualitative data acquired from LTCFs on antimicrobial drug use.
 - d. Establish internal public health policies and procedures to ensure appropriate antimicrobial drug use.
 - e. Provide education and information about antimicrobial stewardship and infection prevention and control to health professionals, patients, and members of the public who come in contact with the health system's practice settings.
18. Providing clinical pharmacy support in collaboration with other DPH Divisions:

- a. Pharmacy oversight of programs under communicable diseases section where medication management is necessary.
 - b. Programs include but NOT limited to the following examples:
 - i. Drug monitoring/medication counseling for patients in the communicable diseases clinics such as travel, HIV, Hepatitis C, Sexually Transmitted Infections or TB clinics.
 - ii. Prepare a drug class review, monograph, treatment guideline, or protocol as requested by Public Health.
 - iii. Participate in medication use evaluation, as needed.
 - iv. Participate in medication event reporting and monitoring.
19. Implementation of therapeutic regimens and monitoring plans.
20. Providing oversight to medication management:
- a. Prepare, dispense, and manage medications to support safe and effective drug therapy for patients, as needed.
 - b. Prepare and dispense medications following best practices and organization's policies and procedures, as needed.
 - c. Ensure, review and update medication room-related plans and standard operating guidelines, written process, procedures (i.e., standing orders, etc.)
 - d. Assessment of medication room fulfillment of tasks based on medication room reports.
 - e. Provide recommendations to ensure medication dispensing safety and integrity for operations.
21. Providing quality assurance oversight of vaccine handling (i.e., cold chain logs, etc.):
- a. Ensure temperature logs are recorded at end of day.
 - b. Coordinate regular maintenance of cold chain storage containers.
 - c. Maintain time record of vaccines returned or placed in the ultra-low storages (ULS) after room temperature exposure.
 - d. Training of medication room and other clinic/pharmaceutical services support staff to ensure compliance with medication storage, procurement accounts, and handling requirements.
 - e. Notify all couriers/handlers of vaccine of changes to vaccine protocols prior to vaccine handling and transportation.
22. Facilitate and attend relevant meetings regarding medication services.
23. Other duties, as needed, and agreed to in writing by the parties.

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant/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 Consultant/Contractor or officer or employee of the Consultant/Contractor.

During the term of this Contract Consultant/Contractor shall not act a Consultant/Contractor or perform services of any kind for any person or entity whose interest's conflict in any way with those of the County. Consultant/Contractor shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant/Contractor 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/Contractor has a financial interest as defined in Government Code section 87103. Consultant/Contractor 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/Contractor" 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/Contractor 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/Contractor 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/Contractor 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.

LOCATIONS

The following are the Location(s) where Services are to be provided, completed and/or managed:

Department of Public Health locations:

- Adelanto Community Health Center: 11336 Bartlett Ave. Suite 11, Adelanto, CA 92301
- Barstow Public Health Clinic: 303 E Mt. View St., Barstow, CA 92311
- Big Bear Public Health Clinic: 477 Summit Blvd., Big Bear Lake, CA 92315
- Hesperia Health Center: 16453 Bear Valley Road, Hesperia, CA 92345
- Needles Public Health Clinic: 1406 Bailey Ave., Suite D, Needles, CA 92363
- Ontario Health Center: 150 E. Holt Blvd., Ontario, CA 91761
- San Bernardino Health Center: 606 E. Mill St., San Bernardino, CA 92415

2a. Clinic Operations Section

2b. Surveillance and Response Division

- PRP Medication Room: 247 S. Boyd Street, San Bernardino, CA 92415
- Communicable Disease Section: 351 N. Mtn View Ave, San Bernardino, CA 92415
- Other locations within the County, as needed.



**Campaign Contribution Disclosure (Senate Bill 1439)
Board Agenda Item Information Report**

Board Agenda Item (BAI) Information – To Be Completed By Staff								
Department: DPH	Department Contact: Rebecca Saucedo	Board Date: 8-22-23						
Subject of BAI: Contract with CPS Solutions, LLC for Pharmacy Support Services								
Date the matter became pending with the County: N/A <small>Please see staff instructions for definition of when a matter becomes pending.</small>								
For Property Items: Property Address and Assessor's Parcel No., if applicable: N/A								
Entity Information – To Be Completed By Entity								
1. Name of Contractor, Vendor, Company, or Individual: CPS Solutions, LLC								
2. Email Address: philip.bruno@cps.com								
3. 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. 4-5 and go to Question No. 6 No <input checked="" type="checkbox"/>								
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: PPS Holdings, INC								
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see instructions for definitions).								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="width: 50%;">Company Name</th> <th style="width: 50%;">Relationship</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">PPS Holdings, INC</td> <td style="text-align: center;">Parent</td> </tr> <tr> <td style="text-align: center;">n/a</td> <td style="text-align: center;">n/a</td> </tr> </tbody> </table>			Company Name	Relationship	PPS Holdings, INC	Parent	n/a	n/a
Company Name	Relationship							
PPS Holdings, INC	Parent							
n/a	n/a							
6. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision.								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr style="background-color: #f2f2f2;"> <td style="text-align: center;">CEO/President</td> </tr> <tr> <td style="text-align: center;">n/a</td> </tr> </tbody> </table>			CEO/President	n/a				
CEO/President								
n/a								

7. Name of persons/companies who are not an actual party to the matter submitted to the Board of Supervisors (Board) but who (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision.

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

8. Name of agent(s) of entity listed in Question No. 1 who is representing a party or a participant in this matter.

Company Name	Agent(s)
n/a	n/a
n/a	n/a

9. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the matter submitted to the Board if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) are identified in the contract/agreement with the County or Board governed special district

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

10. Have any of the individuals or entities listed in Question Nos. 1-9 made a campaign contribution of more than \$250 on or after January 1, 2023, to a member of the San Bernardino County Board?

Yes Name of Supervisor(s), date(s) contribution given, and amount(s):

No

Please add additional sheets, as needed, to identify other Board members to whom anyone listed made campaign contributions.

11. By signing below, I certify that the statements made herein are true and correct. I understand that a party and participant are prohibited from making campaign contributions of more than \$250 to any member of the Board while a matter is pending and for 12 months after a final decision is made by the Board.

Michael P McCarrell
Michael P McCarrell (Aug 9, 2023 16:57 EDT)

Signature

Michael P McCarrell

Print Name

Aug 9, 2023

Date

CPS Solutions, LLC.

Print Entity Name, if applicable

STAFF TO ANSWER IN THE SB 1439 TRACKING SYSTEM:

12. If contractor, vendor, company, or individual was selected through the Request for Proposal process (or other competitive process) and any criteria other than cost was considered, enter the non-awarded contractors, including names of Principal and Agent(s). If this Item is an amendment to an existing contract, please put N/A, even if the existing contract was awarded following a Request for Proposal.