



Contract Number

15-886 A-4

SAP Number

4400002719 – Sheriff
4400013643 - Probation

Sheriff/Coroner/Public Administrator

Department Contract Representative	Carolina Mendoza, Chief Deputy Director
Telephone Number	(909)387-6162
Contractor	NaphCare, Inc.
Contractor Representative	Byron Harrison
Telephone Number	(205) 552-1734
Contract Term	12/16/2015 – 12/15/2027
Original Contract Amount	\$6,421,580
Amendment Amount	\$1,444,507
Total Contract Amount	\$7,866,087
Cost Center	4420001000 – Sheriff 4817601000 – Probation
Grant Number (if applicable)	-----

AMENDMENT No. 4

IT IS HEREBY AGREED AS FOLLOWS:

Contract No. 15-886 to provide Electronic Health Records services by NaphCare, Inc. (CONTRACTOR) to the San Bernardino County Sheriff/Coroner/Public Administrator (Sheriff) and Probation Department (Probation) (collectively "COUNTY") is hereby amended, effective November 18, 2025, as follows:

1. SECTION 2. Period of Performance, Paragraph 2.1 is hereby amended to read as follows:

2.1 This Agreement shall be effective upon the Effective Date and continue in effect through December 15, 2027, with the option of the COUNTY to renew for one (1) additional three-year term. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. All renewals shall be by written amendment and only upon approval of the San Bernardino County Board of Supervisors.

2. SECTION 3. Compensation, Paragraph 3.1 is hereby amended to read as follows:

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit D, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$726,040 annually, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit D, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Contract.

3. **SECTION 23. General**, Paragraph 23.15 is hereby deleted, in its entirety, and is replaced with a new Paragraph 23.15, as follows:

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

CONTRACTOR has disclosed to the COUNTY using Attachment III – Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector, and the District Attorney] within the earlier of: (1) the date of the submission of CONTRACTOR's proposal to the County, or (2) 12 months before the date the Contract was approved by the Board of Supervisors. CONTRACTOR acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other COUNTY elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to the Contract, the CONTRACTOR will provide the COUNTY a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other COUNTY elected officer within the preceding 12 months of the date of the proposed amendment.

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

4. **SECTION 23. General**, Paragraph 23.16 is hereby added to the Contract, as follows:

23.16 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18)

In compliance with Federal Acquisition Regulation 52.203-18, CONTRACTOR shall not require employees or subcontractors of CONTRACTOR seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent CONTRACTOR has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, CONTRACTOR shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. CONTRACTOR shall include this clause in all subcontracts.

5. **SECTION 23. General**, Paragraph 23.17 is hereby added to the Contract, as follows:

23.17 – Use of Biobased Products (FAR 52.223-1)

CONTRACTOR certifies that to the extent biobased products are purchased using Contract funds, NaphCare shall comply with Federal Acquisition Regulation 52.223-1.

6. **Section 23. General**, Paragraph 23.18 is hereby added to the Contract, as follows:

23.18 – Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, CONTRACTOR agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

7. **EXHIBITS**

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

EXHIBIT D, Section 1 – Total Fees, to include the payment provisions for annual maintenance and hosting services for Years 11 and 12, as follows:

Sheriff				
Product/Service	Year 11	Year 12	Funding	SAP Number
TechCare EHR Contract Renewal – Adult Facilities Only, Unlimited License	\$422,500	\$446,125	4420001000	440002719
TechCare Hosted Infrastructure – Adult Facilities Only, Unlimited License, Dedicated Connection	\$50,000	\$50,000		
150 Additional Billable Hours @ \$180/hour	\$27,000	----		
Total	\$499,500	\$496,125		

Probation				
Product/Service	Year 11	Year 12	Funding	SAP Number
TechCare EHR Contract Renewal – Juvenile Facilities Only, Unlimited License	\$160,427	\$171,375	4817601000	4400013643
TechCare Hosted Infrastructure – Juvenile Facilities Only, Unlimited License, Dedicated Connection	\$42,500	\$42,500		
SureScripts Medication Reconciliation: Annual Maintenance Fee	\$9,000	\$9,000		
eRX & EPCS: 4 Provider Access License	\$7,040	\$7,040		
Total	\$218,967	\$229,915		

5. ATTACHMENTS

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

ATTACHMENT III, CAMPAIGN CONTRIBUTION DISCLOSURE is hereby deleted, in its entirety, and new **ATTACHMENT III, LEVINE ACT – CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as Senate Bill 439)**, is added to this Contract.

Except as amended, all other terms and conditions of this Contract remain as stated therein.

Signatures on the next page.

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

NaphCare, Inc.

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

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

Name Charlie Barranco
(Print or type name of person signing contract)

Title Chief Information Officer
(Print or Type)

Dated: _____

Address 2090 Columbiana Road, Suite 4000
Birmingham, AL 35216

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Grace B. Parsons, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____
Carolina Mendoza, Chief Deputy Director of
Sheriff's Administration

Date _____



Attachment III

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor: NaphCare, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
James McLane
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

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

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

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

Company Name	Subcontractor(s):	Principal and//or Agent(s):
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

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

Company Name	Individual(s) Name
N/A	N/A

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9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒ If no, please skip question 11.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

By signing the Contract, NaphCare certifies that the statements made herein are true and correct. NaphCare acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. NaphCare understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Agreement is being considered and for 12 months after a final decision by the County.