



Contract Number

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	OneLegacy
Contractor Representative	Prasad Garimella, Chief Executive Officer
Telephone Number	(213) 229-5614
Contract Term	06/01/2022 through 05/31/2027
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	4436501000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County (hereafter "County") owns and operates a Forensic Coroner's Autopsy Facility at 175 South Lena Road in San Bernardino, California (hereinafter called the "Coroner's Facility") through the San Bernardino County Sheriff's Department, Coroner Division, and

WHEREAS, the Contractor is a non-profit organ and tissue recovery organization, and requires the use of facilities which are available at the Coroner's Facility; and

WHEREAS, the Contractor is licensed, qualified, and specialized in managing and procuring tissue recovery services; and

WHEREAS, the Contractor owns and operates a Transplant Recovery Center at 1701 Orange Tree Lane in Redlands, California (hereinafter called the "OneLegacy Recovery Facility"); and

WHEREAS, it is to the mutual benefit of the parties hereto that Contractor's Technicians use the Coroner's Facility for tissue recovery of remains within the Coroner's jurisdiction; and

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

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

A. RESERVED

B. CONTRACTOR RESPONSIBILITIES

- B.1** The Contractor will perform tissue recovery services herein referred to collectively as the “Covered Services” at the Coroner or OneLegacy Recovery Facility.
- B.2** The Contractor is responsible for, and will obtain, all legally required authorizations for Covered Services.
- B.3** The Contractor shall only perform Covered Services after receiving permission from San Bernardino County Sheriff-Coroner on consented cases (i.e., consented cases include where the decedent, responsible next of kin, and/or other legal representative has provided consent to perform or allow procurement of tissue, specimen(s), organ(s), etc.) under the jurisdiction of the Sheriff-Coroner. Right to refuse to allow procurement for any reason deemed necessary is held by the Sheriff-Coroner or his/her designee in accordance with California law.
 - B.3.1** Homicide and in-custody death cases, whether the decedent is in the Coroner’s Facility or in a hospital, are not authorized to be transported to the Contractor’s Recovery Facility.
 - B.3.2** Consented in-patient decedent cases will be allowed to be removed from a hospital and transported by Contractor, at its expense, to the OneLegacy Recovery Facility when the Sheriff-Coroner is providing the cause of death without an assessment as a Coroner Certification or a Primary Medical Doctor (PMD)/Coroner co-sign. Covered Services offsite can occur at Contractor’s convenience. Upon completion of Covered Services, the decedent will be transported, as directed by the Sheriff-Coroner, to a mortuary of the family’s choice or transported to the Coroner’s Facility.
 - B.3.3** Sheriff-Coroner cases requiring an autopsy where death occurred in the emergency department of a hospital will be transported to the Coroner’s Facility. If consented, Covered Services may occur at the Coroner’s Facility or the decedent may be removed by Contractor, at its expense, and transported to the OneLegacy Recovery Facility only after authorization to remove the decedent has been provided by the Sheriff-Coroner Autopsy Assistant, as documented in the “Coroner Release Authorization Form for Organ, Eye, and Tissue Procurement”, and as allowed in this subsection.

The on-call Sheriff-Coroner Autopsy Assistant will respond to the Coroner’s Facility. The Autopsy Assistant shall complete a body assessment prior to allowing Contractor to perform Covered Services at the Coroner’s Facility and prior to releasing the decedent from the Coroner’s Facility. Covered Services at the OneLegacy Recovery Facility can occur at Contractor’s convenience.

Any clothing discovered during a body assessment shall remain with the decedent during Covered Services and then returned with the decedent after Covered Services are completed. A Sheriff-Coroner Clothing Inventory and Receipt form shall be completed by the Sheriff’s Autopsy Assistant and signed by the Contractor’s representative when Contractor transports decedent to the OneLegacy Recovery Facility. Contractor will be responsible for safekeeping.

Contractor shall return the decedent, along with the decedent’s clothing, to the Coroner’s Facility, at their expense and in their transport vehicle, as soon as practical but in any case, no longer than eight hours after completion of the covered services. If longer than eight hours, Contractor shall request permission from the Coroner Watch Commander. The decedent should be returned in the same body bag.

- B.4** The Contractor's staff will provide documentation of each tissue recovery encounter of a Coroner's case in the Coroner's record.
- B.5** The Contractor's employees shall provide all bio-hazard waste containers. No waste shall be transported into the Sheriff-Coroner facility and all bio-hazard waste generated from tissue procurement must be removed, and properly disposed of, from the Coroner's facility within 24 hours at Contractor's expense.
- B.6** The Contractor's employees shall be responsible for cleaning the area in which they procure tissue with the expectation that the area will be as clean as when they entered it.
- B.7** The Contractor shall supply all personal protective equipment, disposable medical supplies and other equipment as necessary to perform covered services.
- B.8** Time frames for entry to Coroner's Facility by Contractor for performing Covered Services at the Coroner's Facility are from 7:00 AM to 11:00 PM, seven days a week, including holidays. Contractor must complete Covered Services and cleaning of recovery room by 11:00 PM.

Time frames for entry to Coroner's Facility by Contractor for performing Covered Services at the OneLegacy Recovery Facility are from 7:00 AM to 11:00 PM, seven days a week, including holidays. Body assessment, clothing inventory and release of decedent must be completed by 11:00 PM.

- B.9** The Contractor will pay actual overtime, call-back, and on-call time for an Autopsy Assistant for Coroner's Facility use, before or after normal operating hours, weekends or holidays, within 45 days from the invoice date. Normal hours of operation at the Coroner's Facility are from 7:00 AM to 5:00 PM Monday through Friday, excluding County approved holidays.
- B.10** The Contractor will pay for actual straight time, including benefits, for an Autopsy Assistant for all Coroner's Facility use during normal operating hours.
- B.11** The Contractor's staff will maintain a standard of professional practice in accordance with generally accepted standards for the operation of tissue recovery. No items other than those legally authorized to be procured shall be taken from the decedent or the San Bernardino Coroner's Facility.
- B.12** The Contractor will provide to Sheriff-Coroner staff, a copy of: a) legally executed first person consent, including the authorization of an anatomical gift by the California Organ and Tissue Donor Registry Document or Gift, or finding the potential donor is not registered; b) the consent form signed (either by tape recording or in person) by the immediate next-of-kin, which allows said procurement organization to remove human tissue from the deceased, pursuant to the California Health & Safety Code 7150 and the Motor Vehicle Code 12811. A copy of recorded consents will be provided to the Sheriff-Coroner upon request at the Contractor's expense, and shall be provided prior to any tissue procurement
- B.13** The Contractor will provide the Sheriff-Coroner with completed "Coroner Release Authorization Form for Organ, Eye, and Tissue Procurement". Content of the form will be agreed upon by all parties but will include, at a minimum, the name of the donor, Procurement Organization reference number, name of person authorizing tissue removal, tissue released, name of Supervising Deputy Coroner, and name of Pathologist granting tissue removal and any restrictions, if applicable.
- B.14** The Contractor will provide the Sheriff-Coroner with an authorization from the donor family to transport the decedent to the OneLegacy Recovery Center for covered services.

- B.15** The Contractor will comply with all instructions and policies as directed by the Sheriff-Coroner or his/her designee.
- B.16** Diagnostic testing will be provided, as requested by the Coroner Division Commander, or their designee, and services shall be performed in cooperation with the Coroner's staff.
- B.17** The Contractor and its employees must not represent themselves as employees of the San Bernardino County Sheriff's Department, Coroner Division either by oral or written representation or omission of material fact. Contractor and its employees are advised that representing themselves as a peace officer, Coroner or Deputy Coroner may constitute a criminal offense.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

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

C.2 Contract Amendments

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

County and Contractor have the right to renegotiate the terms and conditions of this Contract if matters beyond the parties' control (e.g. changes to applicable federal or state law or regulations) directly affect the tissue collection services provided by Contractor hereunder.

C.3 Contract Assignability

Contractor may not assign this Agreement either in whole or in part without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that the Contractor may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required, but shall notify the County a minimum one hundred eighty (180) days prior to the assignment's effective date. The term "affiliate" means any corporation, Limited Liability Company or any other person controlling, controlled by or under common control with, the Contractor.

C.4 RESERVED

C.5 Attorney's Fees and Costs

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

C.6 Background, Security Investigation, Attire, and Removal of Personnel

All Contractor's staff and/or subcontractors performing work under this Agreement shall be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing work under any resultant Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice and the Federal Bureau of Investigation. All fees associated with said background investigation(s) shall be at the expense of the Contractor, regardless if the member of Contractor's staff and/or subcontractor passes or fails the background investigation.

Contractor will provide a list of individuals who would render services as staff. These individuals may not be changed without the prior written permission of the County. Contractor shall submit to the Sheriff, or to the assigned liaison, a current roster including all staff and/or subcontractors

who are required to enter County facilities to perform services under this Agreement. The roster shall be kept current and updated by the Contractor as required. All staff and/or subcontractors on the roster shall possess photo identification and shall meet the County's requirements for admission into the Coroner's Facility.

Prior to entering a Sheriff's facility to obtain donor(s) and/or procure specimens, Contractor's personnel will have to complete a Sheriff's Department Background Check to include the following:

- a. A review of the applicant's "Security Clearance Application";
- b. Provide copies, front and back, of driver's license or other government issued photo ID;
- c. A Livescan fingerprint check with local law enforcement agencies, California Department of Justice, Federal Bureau of Investigations (FBI), and National Crime Center;
- d. "Sheriff's Photo" identification card request form;
- e. "Background Investigation Discovery Waiver" form;
- f. "Authorization to Release Information" form;
- g. "Acknowledgment of At-Will Volunteer" form; and
- h. Local records check to include, but not limited to NCIC, CDL, Open Court Access and social networking websites (Facebook, Twitter, etc.).

If any of Contractor's staff, subcontractors or agents do not pass the background clearance investigation, County may request that the individual immediately be removed from performing Covered Services at any time during the Agreement's term. County will not provide to Contractor, Contractor's staff and/or subcontractors any information obtained through County's background investigation.

Contractor's staff, subcontractors or agents, while conducting business in the Coroner's Facility, shall be required to wear appropriate attire and/or protective equipment that shall be clean and in good repair. Additionally, Contractor's staff, subcontractors or agents are prohibited from wearing, exhibiting or displaying (or allowing to be visible) tattoos, brands, and/or pieces of body art (including body piercing) while conducting business in the Coroner's Facility.

The Sheriff's liaison will arrange for photo identification cards for the Contractor's staff, which must be worn in the Coroner Facility. County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of County, by reason of background or conduct incompatible with County facility access. Contractor shall immediately remove the staff, subcontractor or agents from his/her assignment, collect and return any County-issued identification and/or badge to the Sheriff's assigned liaison.

The Contractor shall immediately notify the Sheriff's liaison regarding any staff re-assignment, discharge, or termination of employment, in order that they may be removed from the facility access roster. Contractor's notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within 5 business days). Contractor shall collect from the removed staff any County-issued identification and/or badge, and return it to the Sheriff's assigned liaison. The Contractor shall also be required to provide written notification to the Sheriff's assigned liaison no less than forty-eight (48) hours in advance, of its intent to bring visitor(s) to the Coroner's Facility.

Disqualification, if any, of Contractor's staff, subcontractors or agents pursuant to this Paragraph C.6 – Background, Security Investigations, Attire, and Removal of Personnel, shall not relieve Contractor of its obligations to complete all work in accordance with the terms and conditions of this Agreement.

C.7 Change of Address

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

C.8 Choice of Law

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

C.9 Compliance with County Policy

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

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

C.10 Confidentiality

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. 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 law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

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

C.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent Contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 County Representative

The Sheriff/Coroner/Public Administrator or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services by Contractor. The San Bernardino County Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

C. 15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.16 Drug and Alcohol Free Workplace

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

C.16.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.16.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.16.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

C.16.3 shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

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

C.17 Duration of Terms

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

C.18 Employment Discrimination

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

C.19 Environmental Requirements

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

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

C.20 Improper Influence

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

C.21 Improper Consideration

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

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

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

C.22 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Disputes which cannot be resolved by the designated project managers shall be presented in writing to the Undersheriff who shall submit his/her decision in writing to both parties involved in the dispute. If Contractor is unwilling to accept the decision rendered through such a procedure or a decision is not made within 90 days, the matter shall be presented to a neutral mediator agreed upon by both parties for resolution. If either party is unwilling to accept the mediator's decision, it may then pursue any available legal remedy. Pending conclusion of any dispute, the interpretation placed upon the Contract by the County will govern operation and the Contractor must continue to perform under the Contract, unless the nature of the dispute dictates otherwise.

C.23 Legality and Severability

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

C.24 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications including, but not limited to those listed in Exhibit A, attached hereto and incorporated by reference, that are required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. Contractor will notify County immediately of any investigation by a licensing authority; loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Contract.

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 Mutual Covenants

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

C.27 Nondisclosure

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

C.28 Notice of Delays

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

C.29 Ownership of Documents

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

C.30 RESERVED

C.31 Air, Water Pollution Control, Safety and Health

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

C.32 Records

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

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

C.33 Relationship of the Parties

In the performance of this Contract, it is agreed that nothing contained in this contract shall be deemed or construed as creating a joint venture, partnership, or employment arrangement between the County of San Bernardino (and its included departments), and any other party, 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.

Contractor will perform their services as an independent Contractor, and nothing contained herein will be construed as placing the Contractor in the category of merit employee, exempt employee, or other type of employee of the County.

C.34 Release of Information

No news releases, advertisements, public announcements (not already in the public domain) or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.35 Representation of the County

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

C.36 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other

party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.37 Subcontracting

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

For any subcontractor, Contractor shall:

- C.37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.37.2** Be fully responsible for the performance and payments of any subcontractor's Contract; and
- C.37.3** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.37.4** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

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

C.38 Subpoena

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

C.39 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a sixty (60) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.40 Time of the Essence

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

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action

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

C.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.43 Former County Administrative Officials

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

C.44 Disclosure of Criminal and Civil Procedures

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

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

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of

competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

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

C.45 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.46 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.47 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<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 affirmation of this Certification.**

C.48 RESERVED

C.49 RESERVED

D. TERM OF CONTRACT

The term of this Contract shall be for a period of five (5) years commencing on June 1, 2022 (“Effective Date”) through May 31, 2027 (“Termination Date”). This Contract may be terminated at any time, with or without cause, by County or Contractor upon sixty (60) days advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other

accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

E. COUNTY RESPONSIBILITIES

- E.1** County will designate one employee as the Sheriff's liaison, the liaison between the Contractor and the County. This designated employee will receive from the Contractor all certificate of disposal of bio-hazard material, reports and other documents required by this contract to include, but not limited to those listed in sections B.6; B.13; and B.14.
- E.2** The Sheriff-Coroner will perform background checks on Contractor's employees and subcontractors as a condition of providing services under this contract. All costs incurred related to completing any and all background investigations shall be the responsibility of the Contractor. Sheriff-Coroner shall have the sole discretion to determine security acceptability of all Contractor's personnel at any time during the contract period. Personnel found to be unacceptable risks will not be permitted to provide services under this contract. County may request the removal of Contractor's employees providing services at any time.
- E.3** The Sheriff-Coroner will provide the Contractor's employees and subcontractors, working under this Contract, picture identification. The picture identification is required to be worn at all times while performing Covered Services at Coroner's Facility under this Contract.
- E.4** The County will provide adequate space, consistent with all applicable guidelines and regulations, to perform the Covered Services and to store equipment related to the provision of Covered Services, water systems and medical supplies. Contractor is hereby granted a license to use the space provided. Contractor agrees that it does not have and will not claim at any time any interest or estate of any kind of extent whatsoever in the space provided and the Coroner's Facility of which the space provided is part, by virtue of this license or its occupancy or use hereunder. Contractor recognizes and understands that this license may create a possessory interest subject to property taxation and that Contractor may be subject to payment of property taxes levied on such interest.
- E.5** All security measures will be utilized in accordance with Sheriff-Coroner policies and regulatory requirements.
- E.6** The County will provide adequate and sufficient water, plumbing, power, and telephone services needed to perform Covered Services in accordance with Contractor standards.
- E.7** The County will facilitate all movement of all decedents within the Morgue Unit, to include movement from the refrigeration unit to procurement room and return.
- E.8** The County will provide orientation of all Contractor's staff providing Covered Services with respect to the County's policies and procedures applicable to the provision of Covered Services by Contractor (e.g., fire safety, evacuation procedure, hazardous materials safety, etc.).

F. FISCAL PROVISIONS

- F.1** Contractor shall reimburse County for use of the Coroner's Facility for tissue recovery, as set forth in Paragraph E.5, at a monthly rate of \$2,746, that will be invoiced on a monthly basis and are due forty-five (45) days from the invoice date. This fee will increase by 3% annually.
- F.2** Contractor shall reimburse County for all actual costs incurred by the Sheriff-Coroner, as set forth in Paragraph B.9, for overtime, call-back and on-call time. The overtime, call-back and on-call costs will be invoiced on a monthly basis and are due forty-five (45) days from the invoice date. The current rates for an Autopsy Assistant are: Overtime \$66.33 per hour; Call-Back \$33.77 per hour (two hour minimum); on-call \$6.20 per hour (two hour minimum). These rates include salary and benefits and are subject to change to reflect Memorandum of Understanding

changes which increase labor costs. Sheriff-Coroner will provide notice to Contractor of pending rate change(s) by providing Contractor with notification reflecting such rate change(s).

- F.3** Contractor shall reimburse County for all actual costs incurred by the Sheriff-Coroner, as set forth in Paragraph B.10, for straight time and benefits, that will be invoiced on a monthly basis and are due forty-five (45) days from the invoice date.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

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

G.2 Additional Insured

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

G.3 Waiver of Subrogation Rights

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

G.4 Policies Primary and Non-Contributory

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

G.5 Severability of Interests

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

G.6 Proof of Coverage

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

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

G.10 Insurance Review

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

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

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

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

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

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

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

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

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

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

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

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

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 Environmental Contracts - *In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:*

a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.

b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.7 Cyber Liability Insurance - Cyber Liability Insurance with limits of not 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. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

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

H. RIGHT TO MONITOR AND AUDIT

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

monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

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

I. CORRECTION OF PERFORMANCE DEFICIENCIES

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

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

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor due to the County for services provided after the effective date of termination. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

Prior to sending a notice of termination based on an Event of Default, the County shall give the Contractor written notice specifying in detail the Contractor's failure to perform or perform satisfactorily. The County shall give Contractor a reasonable period of time period to cure that shall not be less than 10 days from the date of the notice. If within that time period, Contractor shall not have either corrected such failure, or in the case of failure which cannot be corrected in that time period, begun in good faith to correct such failure and be proceeding diligently to complete such correction, County may provide Contractor with a notice of termination of this Contract.

J. NOTICES

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

San Bernardino County Sheriff's Department
Bureau of Administration – Contracts Unit
655 East Third Street
San Bernardino, CA 92415-0061
Fax Number: (909) 387-3444

OneLegacy
221 South Figueroa Street, Suite 500
Los Angeles, CA 90012-2526

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

K. ENTIRE AGREEMENT

This Contract represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party

other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

If applicable, pursuant to the Uniform Electronic Transaction Act (Cal. Civ. Code §§ 1633.1 to 1633.17), and the San Bernardino County Board of Supervisors Resolution No. 2022-40, the parties hereto authorize the use of electronic, facsimile, and/or digital signatures in the execution of this Contract and any of its subsequent amendments. Such signatures shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed upon request.

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

SAN BERNARDINO COUNTY

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

▶ _____
Curt Hagman, Chairman, Board of Supervisors

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

Dated: _____

Name Prasad Garimella
(Print or type name of person signing contract)

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

Title Chief Executive Officer
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address 221 South Figueroa Street, Suite 500
Los Angeles, CA 90012-2526

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ _____
Richard D. Luczak, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ _____
Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date _____