



Contract Number

17-124 A-4

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	NaphCare, Inc.
Contractor Representative	B. Lee Harrison
Telephone Number	(205) 536-8481
Contract Term	04/01/2017 – 09/30/2023
Original Contract Amount	\$4,800,000
Amendment Amount	\$ 428,000
Total Contract Amount	\$5,228,000
Cost Center	4420001000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4

Contract No. 17-124, to provide correctional facility dialysis services by NaphCare, Inc. to the Sheriff/Coroner/Public Administrator is hereby amended effective March 28, 2023, as follows:

- (1) To replace the first sentence of Section D – TERM OF CONTRACT AND TERMINATION FOR CONVENIENCE, with the following:

D. TERM OF CONTRACT AND TERMINATION FOR CONVENIENCE

This contract shall commence on April 1, 2017 through September 30, 2023. This Contract may be terminated earlier in accordance with provisions of the Contract.

- (2) To replace subsection F.1 of Section F – FISCAL PROVISIONS with the following:

F.1 In consideration of the services herein, upon submission of a monthly invoice for each month's service, County will pay Contractor the rates detailed in the Fee Schedule, Attachment A, attached hereto and incorporated herein by reference. Total consideration paid under this contract shall not exceed \$5,228,000 for the period April 1, 2017 through September 30, 2023. The payments are payable upon completion by Contractor and acceptance by County of the milestones described in the contract

(3) To add subsection C.34 – CALIFORNIA CONSUMER PRIVACY ACT, as follows:

C.34 CALIFORNIA CONSUMER PRIVACY ACT

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

(4) To add subsection C.35 – EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS, as follows:

C.35 EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS

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

(5) To replace section K.3 in Section K – ENTIRE AGREEMENT, with the following

K.3 This Agreement, and any of its subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

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

SAN BERNARDINO COUNTY

►

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated:

MAR 28 2023

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

[Signature]

(Authorized signature - sign in blue ink)

Name

Bradford T. McLane

(Print or type name of person signing contract)

Title

Chief Executive Officer

(Print or Type)

Dated:

March 21, 2023

Address

2090 Columbiana Road, Suite 4000

Birmingham, AL 35216-2158

FOR COUNTY USE ONLY

Approved as to Legal Form

►

[Signature]

Richard D. Luczak, Deputy County Counsel

Date

3/21/2023

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

[Signature]

Kelly Welty, Chief Deputy Director of Sheriff's Administration

Date

3/21/23

San Bernardino County Sheriff's Department
Dialysis Services for Detention Facilities

ATTACHMENT A
FEE SCHEDULE

EFFECTIVE APRIL 1, 2023

Routine hemodialysis treatment (per treatment):	<u>\$See Sliding Scale</u>
CAPD services per patient, per treatment day:	<u>\$ 160.50/day</u>
Training for WVDC health care staff (if applicable); hourly rate:	<u>\$ No Charge</u>
Pre-renal consultations with non-dialysis inmates referred to a Nephrologist:	<u>\$ 214.00</u>

Any other proposed charge (or explanation of charges, include unit of measurement [i.e. per treatment, per day, etc.]):

Sliding Scale

- 40 or less treatments per month - \$25,680 per month
- Greater than 41 treatments per month - \$631.30 per treatment
- Additional \$107.00 per treatment for patients that are required to run single with no other simultaneous treatments.