



Contract Number

15-886 A-3

SAP Number

4400002719 – Sheriff
4400013643 - Probation

Sheriff/Coroner/Public Administrator

Department Contract Representative	Teneka Hayes, Deputy Chief
Telephone Number	(909) 387-6162
Contractor	NaphCare, Inc.
Contractor Representative	Byron Harrison
Telephone Number	(205) 552-1734
Contract Term	12/16/2015 – 12/15/2025
Original Contract Amount	\$5,014,500
Amendment Amount	\$1,407,080
Total Contract Amount	\$6,421,580
Cost Center	4420001000 – Sheriff 4817601000 – Probation

IT IS HEREBY AGREED AS FOLLOWS:

Contract No. 15-886 to provide Electronic Health Records services by NaphCare, Inc. to the Sheriff/Coroner/Public Administrator and Probation Department, is hereby amended effective December 6, 2023 as follows:

- SECTION 2. Period of Performance**, Paragraph 2.1 is hereby amended to read as follows:
 - This Agreement shall be effective upon the Effective Date and continue in effect through December 15, 2025. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.
- SECTION 3. Compensation**, Paragraph 3.1 is hereby amended to read as follows:
 - 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 \$748,540 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 Agreement.
- SECTION 23. General**, Paragraph 23.15 is hereby added to the Contract to read as follows:

23.15 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment III - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

4. SECTION 27. Counterpart Execution, Paragraph 27.1 is hereby amended to read as follows:

27.1 This Agreement, and if applicable, any 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.

5. SECTION 29. Electronic Signatures, is hereby added to the Contract to read as follows:

29. Electronic Signatures

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

6. EXHIBITS

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

EXHIBIT D, Section 1 – Total Fees, is revised to include the payment provisions for annual maintenance and hosting services for Years 9 and 10 as follows:

Sheriff				
Product/Service	Year 9	Year 10	Funding	SAP Number
TechCare EHR Contract Renewal – Adult Facilities Only, Unlimited License	\$400,000	\$400,000	4420001000	440002719
TechCare Hosted Infrastructure – Adult Facilities Only, Unlimited License, Dedicated Connection	\$50,000	\$50,000		

Sheriff				
Product/Service	Year 9	Year 10	Funding	SAP Number
300 Additional Billable Hours @ \$150/hour	\$45,000			
Total	\$495,000	\$450,000		

Probation				
Product/Service	Year 9	Year 10	Funding	SAP Number
TechCare EHR Contract Renewal – Juvenile Facilities Only, Unlimited License	\$150,000	\$150,000	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		
300 Additional Billable Hours @ \$150/hour	\$45,000			
Total	\$253,540	\$208,540		

7. ATTACHMENTS

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

ATTACHMENT III, CAMPAIGN CONTRIBUTION DISCLOSURE, is hereby added to this Contract.

All other terms and conditions of this Contract No. 15-886 remain unchanged and are incorporated herein by reference.

Signatures on the next page

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

NaphCare, Inc

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

►

Dawn Rowe, Chair, Board of Supervisors

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

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

Name Bradford T. McLane
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Chief Executive Officer
(Print or Type)

By _____
Deputy

Dated: _____

Address 2090 Columbiana Road, Suite 4000
Birmingham, AL 35216

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Maria Insixiengmay, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Tracy Reece, Chief Probation Officer
Date _____



Attachment III Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting 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):
N/A	N/A	N/A

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

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

No If **no**, please skip Question No. 10.

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

10. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.