

COUNTY OF VENTURA CONTRACT NUMBER _____

This Contract is hereby entered into by and between the County of Ventura (County) and Prosum, Inc. a California for profit corporation with its principal place of business at 840 Apollo Street, Suite 100, El Segundo, CA 90245 (Contractor) (collectively, parties).

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing Information Technology (IT) services hereinafter described.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A, which is incorporated herein by reference.

2. **PAYMENTS AND CONTRACT NOT TO EXCEED AMOUNT**

For services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the amount and in the manner specified in Exhibit A. The not to exceed maximum of this Agreement is six-hundred thousand dollars (\$600,000) per fiscal year.

3. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and no relationship of employer and employee is created by this Contract. Neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be a member, partner, employee, subcontractor or otherwise of Contractor, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or other employee benefits of any kind.

Except as provided in this Contract, Contractor in the performance of the services hereunder agreed to be performed is subject to the control or direction of County solely as to the results to be accomplished by the services and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and applicable requirements of law will be the responsibility of and determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Contractor will comply with all applicable provisions of the Worker's Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California

Labor Code, and all amendments thereto, and all similar state and federal laws, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said laws which may be incurred by reason of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract. County may withhold its consent to assignment at its discretion.

5. **TERM**

The term of this Contract will commence on July 1, 2025 and be in effect through June 30, 2026, unless earlier terminated pursuant to the terms and conditions set forth herein.

This contract may, upon mutual agreement and the execution of an amendment by both parties, be extended for up to four (4) additional one-year terms, to run with each fiscal year (July 1 to June 30).

Continuation of the Contract is subject to the appropriation of funds for such purpose by County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this Contract and Contractor will relieve County of any further obligation hereunder.

6. **TERMINATION**

County may terminate this Contract at any time, by providing ten days' written notice to Contractor. In the event of termination under this section, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this section in the event of such termination. This right of termination belonging to County may be exercised without prejudice to any other remedy to which County may be entitled at law or under this Contract.

7. **INDEMNIFICATION AND HOLD HARMLESS**

All services, work and/or activities covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, through attorneys approved by County, indemnify, and save harmless County and its boards, agencies, departments, officers, employees,

agents and volunteers against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole gross negligence or sole willful misconduct of County.

8. INSURANCE PROVISIONS

- A) Contractor, at Contractor's sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) General liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - 2) Commercial automobile liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles. Also to include uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and employer's liability coverage in the minimum amount of \$1,000,000. Workers' compensation coverage is not required if Contractor provides written verification it has no employees and has other medical coverage.
 - 4) Professional liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 5) Cyber liability/security and privacy insurance coverage in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- B) All insurance coverage Contractor is required to obtain and maintain will be primary coverage as respects County, and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and except with respect to professional liability coverage, will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance coverage is lowered below required limits. Contractor must purchase additional coverage to meet requirements.
- D) For the general liability insurance required above, County is to be named as additional insured as respects work done by Contractor under the terms of this Contract.

- E) Contractor agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Contract.
- F) If any insurance policy required hereunder is canceled, non-renewed or reduced in scope of coverage without either providing County with sixty (60) days prior written notice, or obtaining a new insurance policy that meets the requirements of this Contract, then County may terminate this Contract, as of the date of such cancelation, non-renewal or reduction in scope of coverage. Contractor will provide prompt written notice of non-renewal, termination or diminution below required limits to County's Risk Management Division, located at 800 S. Victoria Ave., Ventura, CA 93009.
- G) Contractor agrees to provide County with the following insurance documents on or before the commencement date of this Contract:
 - 1. Certificates of insurance for all required coverage.
 - 2. Additional Insured endorsement for general liability insurance.
 - 3. Waiver of subrogation endorsement (also known as waiver of transfer rights of recovery against others, waiver of our right to recover from others) for workers' compensation insurance.

Failure to timely provide these documents, upon County's request, will be, at County's sole discretion, grounds for immediate termination of this Contract or suspension of the commencement date.

9. **SUBSTITUTION OF PERSONNEL**

If Exhibit A identifies specific personnel of Contractor to work on this Contract, Contractor will not assign others to work in their place without advance written approval of County. Any substitution will be with a person of commensurate experience and knowledge.

10. **CONTRACTOR INVESTIGATION AND RESEARCH; ENTIRE UNDERSTANDING**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the services to be performed under this Contract, and Contractor acknowledges that Contractor's execution of this Contract is based on such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein. This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, between the parties hereto, and constitutes the entire understanding between them, regarding the subject matter hereof. Contractor acknowledges that no representations, inducements or promises have been made by or on behalf of County except those expressly set forth herein and that no representation, inducement or promise not contained in this Contract will be valid or binding against County.

11. **CONTRACT MONITORING**

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered on behalf of County by the Health Care Agency Director or his or her authorized representative.

12. **CHANGES TO CONTRACT**

County may from time to time require changes in the scope of the services or other terms or conditions of this Contract. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by the parties will be effective only when set forth in a written amendment to this Contract signed by the parties.

13. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

14. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies, communications or other forms of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

15. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

COPY TO COUNTY: COUNTY OF VENTURA

HEALTH CARE AGENCY
5850 THILLE STREET, 1ST FLOOR
VENTURA, CALIFORNIA 93003

TO CONTRACTOR: PROSUM, INC.
840 APOLLO STREET, SUITE 100
EL SEGUNDO, CALIFORNIA 90245

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

16. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California, without regard to its choice of law rules.

17. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

18. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

19. **COMPLIANCE WITH LAWS**

All parties to this Contract shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of County in connection with this Contract or otherwise to induce or to influence referrals by or from Contractor. In dealing with patients and in connection with any patient referrals or hospital admissions Contractor may make, Contractor is expected and required to act in accordance with the highest professional and ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither the compensation paid pursuant to this Contract, nor any other consideration or remuneration to Contractor or otherwise, or to any member of Contractor's employees, currently or in the future, is or will be based on any expectation of referrals, or on Contractor making or not making referrals to any particular person, entity or facility.

20. COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY

Contractor agrees to cooperate with County as may be required for County to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of the Joint Commission, any other agency that accredits County hospitals, and all public and private third party payers, including, without limitation, Medicare and Medi-Cal. Contractor has received County hospital's Code of Conduct, agrees to abide by it, and will execute a certification to that effect. Contractor shall cooperate with all compliance related activities of County hospital which include, without limitation, attending the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Contract.

21. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that Contractor is not, and during the term of this Contract shall not be: (a) suspended or excluded from participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs.

Contractor shall notify County immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Contract, County shall have the right to immediately terminate this Contract for any breach of any of the foregoing representations and warranties.

22. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

23. ACCESS TO AND USE OF COUNTY TECHNOLOGY

As part of this Contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message

systems, facsimile devices, or other electronic or telecommunication systems used by the County.

24. **RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION**

Contractor will not use or disclose protected health information other than as permitted or required by this Contract or as required by law as outlined in Exhibit B.

25. **UPON TERMINATION OF CONTRACT**

On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract as of the date identified above.

COUNTY OF VENTURA

PROSUM, INC.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

PROSUM, INC.

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT A

CONTRACTOR RESPONSIBILITIES

County may require information technology consulting services as identified in written project assignments executed by the County Health Care Agency Chief Information Officer or his or her authorized representative. This Contract is not an order. County will ensure Contractor personnel have access to the appropriate County systems, staff, and resources to successfully execute the objectives of each project assignment. Contractor will ensure its Contractor personnel have access to the appropriate systems and resources to successfully execute each project assignment.

COUNTY RESPONSIBILITIES

Contractor will ensure its Contractor Personnel has access to the appropriate systems, staff, and resources to successfully execute the objectives of this engagement.

COMPENSATION SCHEDULE

Cerner Role/Skill-Set	Rate Range
Cerner Integration Analyst	\$74/hr - \$98/hr
Cerner Lab Interfaces Analyst	\$78/hr - \$102/hr
Cerner EDW developer	\$86/hr - \$106/hr
Cerner Solution Architect	\$106/hr - \$131/hr
Cerner Integration Architect	\$106/hr - \$131/hr
Clinical Consultant	\$82/hr - \$106/hr
Senior Clinical Consultant	\$90/hr - \$114/hr
Cerner Analyst	\$82/hr - \$106/hr
Senior Cerner Analyst	\$90/hr - \$114/hr
Cerner Trainers	\$57/hr - \$82/hr
CCL Analyst	\$74/hr - \$98/hr
Senior CCL Analyst	\$90/hr - \$114/hr
Manager/Director of Clinical Systems/Informatics	\$106/hr - \$139/hr
Cerner Developer - Mpages, FHIR, etc.	\$82/hr - \$106/hr

Revenue Cycle Consultant - Patient Accounting	\$78/hr - \$102/hr
Revenue Cycle Consultant Charge Services	\$78/hr - \$102/hr
Cerner Ambulatory Consultant	\$82/hr - \$106/hr
Senior Cerner Ambulatory Consultant	\$90/hr - \$114/hr
Cerner Access Management	\$74/hr - \$98/hr
Non-Cerner/General IT Skill-set	
Data Architect	\$106/hr - \$123/hr
Database Administrator	\$74/hr - \$98/hr
SQL Report Writer/Data Analyst	\$65/hr - \$90/hr
Business Intelligence Analyst	\$74/hr - \$98/hr
EDW/ETL Developer	\$82/hr - \$106/hr
Data Engineer	\$90/hr - \$118/hr
Data Scientist	\$98/hr - \$123/hr
Security Engineer/Architect	\$90/hr - \$131/hr
IT Project Manager	\$82/hr - \$106/hr
Senior IT Project Manager	\$98/hr - \$123/hr
Software Developer	\$82/hr - \$106/hr
Business Analyst	\$74/hr - \$90/hr
Quality Assurance Engineer	\$69/hr - \$94/hr
Web Developer	\$65/hr - \$90/hr
Help Desk Support	\$41/hr - \$57/hr
VMWare/VDI Engineer	\$74/hr - \$98/hr
Desktop Field Technician	\$49/hr - \$65/hr
Business Systems/Applications Analyst	\$69/hr - \$94/hr
Financial System Analyst	\$69/hr - \$94/hr
Supply Chain Analyst	\$65/hr - \$90/hr
Ancillary/Clinical System Analyst (non-Cerner)	\$69/hr - \$94/hr
Kronos Analyst	\$74/hr - \$94/hr
Sr Kronos Analyst	\$82/hr - \$102/hr

Kronos Project Manager	\$90/hr - \$114/hr
ServiceNow Solution Architect	\$98/hr - \$123/hr
ServiceNow Developer	\$82/hr - \$106/hr
Oracle Consultant	\$82/hr - \$106/hr
Senior Oracle Consultant	\$98/hr - \$123/hr
Senior Solution Architect	\$106/hr - \$139/hr
Data Network Engineer	\$74/hr - \$98/hr
Telecom Engineer	\$69/hr - \$94/hr
Manager/Director of Network Infrastructure	\$106/hr - \$139/hr
Manager/Director of Information Security	\$114/hr - \$147/hr
Manager/Director of Data Analytics	\$114/hr - \$147/hr
Manager/Director of PMO	\$106/hr - \$139/hr
Senior PM - Business Projects	\$98/hr - \$123/hr
Senior PM - Clinical Projects	\$98/hr - \$123/hr
Senior Business Analyst PMO	\$82/hr - \$106/hr
Project Coordinator PMO	\$57/hr - \$74/hr
Data Governance EDW Project Manager	\$90/hr - \$114/hr
Health Information Exchange Architect	\$98/hr - \$123/hr
Senior Desktop Engineer	\$62/hr - \$82/hr
Peoplesoft Engineer	\$98/hr - \$123/hr
Peoplesoft Configuration and Workflow Engineer	\$98/hr - \$123/hr
Oracle Database Engineer	\$82/hr - \$106/hr
Linux Engineer	\$82/hr - \$106/hr
Microsoft Security/ Exchange Engineer	\$98/hr - \$123/hr

Cloud Storage & Solutions Architect	\$98/hr - \$123/hr
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Additionally, Contractor will be reimbursed for travel and expenses incurred by Contractor Personnel in accordance with the County's expense reimbursement policy (Administrative Manual). Travel must be approved ahead of time in writing by County.

Payment terms are net 30 days, in arrears for services and expenses rendered and upon the receipt of valid and correct invoices. Invoices are to be sent to the following address:

VCMC.AccountsPayable@ventura.org

Or

VCMC Accounts Payable
800 South Victoria Ave., L #4610
Ventura, CA 93009

Exhibit B

Restrictions on Use or Disclosure of Protected Health Information

Contractor will not use or disclose protected health information other than as permitted or required by this Contract or as required by law. For the purposes of this Exhibit B, “protected health information” means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.

- a. Permitted Uses and Disclosures - Contractor may use or disclose protected health information only as follows: (1) for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor and (2) to provide data aggregation services to County. Contractor will document any disclosures of protected health information not permitted by law.
- b. Safeguarding Protected Health Information - Contractor will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by this Contract, including ensuring that any agent, including a subcontractor, to whom Contractor provides protected health information received from, or created or received by, Contractor on behalf of County agrees to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 160 and part 164, subparts A and C), including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 C.F.R. 164.308, 164.310, 164.312, and 164.316. Contractor shall, within two (2) calendar days of the discovery of such disclosure, report to County any use or disclosure of protected health information not provided for by this Contract of which Contractor becomes aware, including any breach of unsecured protected health information, as required by 45 C.F.R. 164.410, and any Security Incident (as defined in 45 C.F.R. 164.304) of which Contractor becomes aware, and will, to the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of protected health information in breach of the requirements of this Contract. Notification to County will include the identity of each individual whose protected health information or unsecured protected health information was, or is reasonably believed by Contractor to have been, accessed, acquired, used or disclosed during the breach. At the termination of this Contract, Contractor will return or destroy all protected health information created or received by Contractor on behalf of County and retain no copies of such information. If it is not feasible to return or destroy the protected health information, Contractor shall provide County notification of the conditions that make return or destruction infeasible and Contractor shall extend the protections set forth in this Exhibit B to such protected health information and limit the use and disclosure of the protected health information to those purposes that make return or destruction

infeasible. To the extent it later becomes feasible to return or destroy such protected health information, Contractor shall do so.

- c. Persons or Entities Allowed Access to Records - Except as otherwise prohibited by law, Contractor will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by Contractor occurring six (6) years prior to the date on which the accounting is requested. Contractor will make protected health information available to County for inspection, amendment and copying. Contractor will make Contractor's internal practices, books and records relating to the use and disclosure of protected health information available to County or the Secretary, U.S. Department of Health and Human Services, as applicable, for purposes of determining Contractor's or County's compliance with 45 CFR Part 164.
- d. No Remuneration - Unless otherwise permitted by law, Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless Contractor obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by Contractor.
- e. Contractor agrees that to the extent Contractor is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, Contractor will comply with the requirements of Subpart E that apply to County in the performance of such obligations.