



Contract Number

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SAP Number

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## Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Nancy K. Bohl, Inc., dba The Counseling Team International
<b>Contractor Representative</b>	<b>Julie Koot, CFO</b>
<b>Telephone Number</b>	<b>(909) 884-0133</b>
<b>Contract Term</b>	07/01/2024 – 06/30/2027
<b>Original Contract Amount</b>	\$1,675,000
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$1,675,000
<b>Cost Center</b>	Countywide

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County), through its included Sheriff/Coroner/Public Administrator (Sheriff) desires to designate a Contractor of choice to provide psychological services, including pre-employment screenings, critical incident stress debriefing, counseling, hostage barricade negotiation incidents, and a variety of psychological training and/or classes, to employees and their families throughout the County; and

**WHEREAS**, the County conducted a competitive process to find Nancy K. Bohl, Inc., dba The Counseling Team International (Contractor) to provide these Services, and

**WHEREAS**, the County finds Contractor qualified to provide psychological services; 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. DEFINITIONS**

**A.1** Board: The San Bernardino County Board of Supervisors.

- A.2** Contract: The Contract between the County and the Contractor that specifies the terms and conditions in how the Contractor will provide services or products to the County.
- A.3** Contractor: Any individual, company, firm, corporation, partnership, or other organization identified as providing the Services, and to whom a Contract award is made by the County.
- A.4** Mental Health Professional (MHP): Healthcare practitioner or social/human services provider who offers services for the purpose of improving an individual's mental health or to treat mental disorders.
- A.5** Purchasing Agent: The Director of the County Purchasing Department, or designee.
- A.6** Services: The requested Services described in the Contract.
- A.7** Standard Training for Corrections (STC): A division of the Board of State and Community Corrections that works in collaboration with local corrections systems to improve the professional competence of local corrections staff.
- A.8** Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing Services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

## **B. CONTRACTOR RESPONSIBILITIES**

Psychological services provided by Contractor shall either meet or exceed the requirements herein, any additional services shall be negotiated by the County, executed in writing, and approved by the County Board of Supervisors as required by County policy:

### **B.1 LOCATION OF SERVICES**

Psychological services are to be provided, completed, and managed at the locations designated by:

- San Bernardino County Fire Protection District (Fire)
- San Bernardino County Probation Department (Probation)
- San Bernardino County Office of the District Attorney (District Attorney)
- San Bernardino County Human Resources (Human Resources)
- San Bernardino County Sheriff

The County reserves the right to reduce or increase the number of locations that psychological services shall be provided.

### **B.2 GENERAL REQUIREMENTS**

**B.2.1** Contractor shall provide up-to-date copies of all professional licenses, certifications, and/or registrations for Department review and filing, within 30 days of renewal or new hire date.

**B.2.2** Contractor personnel shall be in good standing and maintain unencumbered licenses, certifications, and registrations required by the State of California to perform services under the Contract.

**B.2.3** Contractor shall ensure that qualified personnel operate within the scope of their license(s), certifications, and practice(s).

**B.2.4** Contractor shall report any personnel or professional complaints to the County designee immediately.

### **B.3 PRE-EMPLOYMENT SCREENING REQUIREMENTS**

**B.3.1** Contractor shall provide pre-employment psychological screenings to peace officer candidates, including candidates for Sheriff, District Attorney, and Probation, per Government Code section 1031, subdivision (f), which requires an examination of

physical, emotional, and mental conditions prior to appointment. The examination shall be conducted as prescribed in the *Peace Officers Standards and Training (POST) Administrative Manual*, Section C-2, and objective tests shall be scored mechanically. Contractor may utilize other tests and procedures over and above this minimum requirement. The County anticipates the following estimated number of annual pre-employment psychological screenings:

Department	Quantity	Age
Sheriff	250	(most in groups of 35-40)
Probation	250	(most in groups of 35-40)
District Attorney	25	
Fire	60	

The number of estimated annual pre-employment psychological screenings is only an estimate, and is not a guarantee, of the total number of screenings awarded.

**B.3.2** Pre-employment psychological screenings shall include the following:

- a) Administration of a minimum of two (2) objective psychological tests for each candidate; one (1) shall be normed against abnormal behavior, and the other shall be normed towards assessing normal behavior.
- b) Assessment of the candidate’s relevant life history information.
- c) A clinical interview of each candidate upon the completion of the written psychological tests.
- d) A written report which provides a clear hiring recommendation, a description of how the various tests and procedures combine to provide a comprehensive assessment, and job-related narrative information.

**B.3.3** Contractor pre-employment psychological screening evaluators shall meet the following minimum requirements:

- a) Shall be a licensed physician, surgeon, or psychologist who holds a doctoral degree in psychology with a minimum of five (5) years postgraduate experience in the diagnosis and treatment of emotional and mental disorders in an outpatient population of employed adults.
- b) Shall possess five (5) years of experience performing pre-employment psychological screenings for peace officers.
- c) Shall meet any applicable education and training procedures set forth by POST designed for the conduct of pre-employment psychological screening of peace officers, which are outlined in *Commission Regulation 1955*.
  - This shall include an initial Continuing Professional Education (CPE) training requirement of six (6) hours followed by twelve (12) hours of CPE every two years, to coincide with the evaluator’s license renewal cycle. CPE hours are prorated at .5 hours per month based on the license renewal date.

**B.3.4** Psychologists who conduct peace officer pre-employment screenings shall meet the requirements of Government Code section 1031, subdivision (f)(2)(A) and (B) as follows:

- “(A) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued after completion of the psychiatric residency program.”
- “(B) A psychologist licensed by the California Board of Psychology who has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued post doctorate.”

## **B.4 CRITICAL INCIDENT STRESS DEBRIEFING/24 HOUR TRAUMA INTERVENTION REQUIREMENTS**

When law enforcement or other civilian employees experience traumatic events, they are required to attend critical incident debriefings with a Mental Health Professional (MHP) certified by the International Critical Incident Stress Foundation (ICISF). Examples of traumatic events include, but are not limited to, lethal force encounters (LFE), traffic collisions involving death, and death or injury of staff or offenders within a detention facility.

Critical incident debriefings require an average of 125 hours of Services per year; most requests are for safety personnel such as Sheriff Deputies and Probation Officers.

**B.4.1** Contractor shall provide two (2) on-call MHPs, available 24-hours per day, seven (7) days per week, and 365 days per year (366 days during a leap year); one (1) primary and one (1) back-up.

**B.4.2** Contractor's MHPs shall meet the following minimum requirements:

- a) Shall be certified by the ICISF.
- b) Shall possess ICISF training, or other comparable training to perform critical incident stress debriefings.
- c) Shall possess a minimum of five (5) years of postgraduate experience performing post-trauma counseling and experience with psychological issues related to law enforcement.

**B.4.3** Contractor's MHPs shall:

- a) Travel anywhere within San Bernardino County as requested by Departments.
- b) Report to critical incident scenes within ninety (90) minutes of notification, unless authorized by the requesting Department to a later, mutually agreed-upon time, and be available when employees are ready to be debriefed.
- c) Wait until affected employees have completed their critical incident related interviews and paperwork before beginning their MHP debriefing.

**B.4.4** Contractor shall provide the following Post-trauma Interview Phases:

- a) Introduction Phase: Introduces confidentiality, peer support personnel, chaplain, and the facilitator(s).
- b) Face Phase: Where the facilitator elicits from the members what activities they performed during the critical incident and what they heard, saw smelled and did at the scene.
- c) Thought Phase: Where the facilitator encourages members to share with others what they were thinking at the scene and whether they have ever had these thoughts before.
- d) Reaction Phase: Where the facilitator encourages members to share with others the feelings they had at the scene and are having now, and whether they have ever had these feelings before.
- e) Symptom Phase: Where the facilitator focuses on the psychological and physical affects that the members experienced since the incident.
- f) Unfinished Business Phase: Where the members discuss those past emotional experiences which have not been resolved.
- g) Teaching Phase: Where members are reminded that symptoms they have experienced are normal responses to extraordinary circumstances and the rational for their stress response is explained.
- h) Wrap-up Phase: To conclude the debriefing, answer questions, and allow the members to develop a plan of action.
- i) Round Robin Phase: Where members of the group make any last comments to each other, and no one responds.

**B.4.5** Contractor shall provide a phone call to the department indicating the follow-up has been completed and if there are any major concerns. Follow-ups are typically conducted after an officer involved shooting. Contractor shall provide follow-up to critical incident stress management services if debriefs are requested. Contractor shall provide an invoice to the County that would include counseling hours which occurred during the month, all critical incident stress management services (on site), the date of the event, the station, nature of the call and the clinician who responded, under each line item. Invoices would include academy training that took place that month, to include, date, title of course, and instructor. All testing invoices are completed individually and will be sent out as the applicants complete their evaluations with a report.

## **B.5 COUNSELING SERVICES REQUIREMENTS**

### **B.5.1 Sheriff and District Attorney Counseling Services Requirements:**

Sheriff and District Attorney provide an Employee Assistance Program (EAP) for Department employees and their families. Sheriff's EAP provides primary assessment and referral. Due to the unique nature of law enforcement work, the Sheriff has provided additional counseling services to its employees in a psychological services program. The Sheriff and the District Attorney also have Peer Support Teams comprised of department employees specifically trained to provide support to fellow employees. Referrals can be made for counseling services by designated managers, the Sheriff's Peer Support Team, or self-referral by employees.

### **B.5.2 Probation Counseling Services Requirements:**

Probation provides an Employee Assistance Program (EAP) for Department employees and their families. Probation's EAP plan provides primary assessment and referral. Due to the unique nature of law enforcement work, Probation has provided additional counseling services to its employees in a psychological services program. It also has a Peer Support Team comprised of department employees specifically trained to provide support to fellow employees. Referrals can be made for counseling service by designated managers, Probation's Peer Support Team, the employee's supervisor, or self-referral by employees.

### **B.5.3 Counseling Services to be included:**

**B.5.3.1** Contractor shall provide short-term counseling to employees, including the employee's eligible dependents.

- All Sheriff employees, their lawful spouses, and unmarried children up to age 23 shall be eligible for services. Current demographics include over 3,400 employees, 2,000 spouses, and 3,000 children.
- Up to six (6) counseling sessions for Sheriff, District Attorney, Human Resources, and Fire employees, per year per employee, if necessary to resolve immediate issues.
- Up to ten (10) counseling sessions for Probation employees, per year per employee, if necessary to resolve immediate issues.

**B.5.3.2** Counseling services shall be delivered in a timely manner, but no later than five (5) days from the request. Emergency services must be available 24-hours per day, seven (7) days per week, and 365 days per year (366 during a leap year). Emergencies must be handled on an immediate basis so as not to require the employee to travel for sessions. Contractor shall arrive at the requested scene

within ninety (90) minutes of notification, unless authorized by the requesting Department to a later, mutually agreed-upon time.

- B.5.3.3** Contractor shall consult with the corresponding Department supervisors regarding employee concerns and/or any aspect of the counseling program.
- B.5.3.4** Contractor shall conduct education seminars and briefings concerning services provided by the counseling program.
- B.5.3.5** Contractor shall provide training to supervisors regarding counseling program availability and procedures.
- B.5.3.6** Contractor shall provide training to Peer Support Team twelve times per year. Training shall be held at locations specified in Section B.9, as well as at other County Department locations. Trainers must be, or be eligible to become, certified in Peace Officer and Corrections Training Standards, and STC Certified.
- B.5.3.7** Contractor shall provide brochures and marketing information for employees.
- B.5.3.8** Contractor shall establish and maintain a quality control procedure.
- B.5.3.9** Contractor shall provide documentation regarding usage of service.
- B.5.3.10** Minimum qualifications for staff performing counseling services are licensure to practice counseling and five (5) years of experience in counseling, which must have included counseling to law enforcement employees.
- B.5.3.11** Contractor shall provide the Public Safety departments with a monthly statistical breakdown that consists of the activities which occurred during the billing month. This will verify levels and costs for services rendered. Upon request of the department, a yearly statistical report will be provided.

**B.6 HOSTAGE/BARRICADE NEGOTIATION INCIDENT SUPPORT REQUIREMENTS**

Sheriff's hostage negotiation team responds to critical incidents involving hostages and/or suicidal suspects. The team requires on-going consultation with MHPs regarding criminal investigation suspects including, but not limited to, suspect psychological profiles, the effect of medications on suspect behavior, negotiation techniques, and the effect of negotiation techniques on the suspect.

Most consultations shall be performed via phone communication; however, the MHP may be required to respond to the field. MHP workload is anticipated to be less than ten (10) incidents per year.

- B.6.1** Contractor shall be available within ninety (90) minutes of notification, unless authorized by the requesting Department to a later, mutually agreed-upon time, to any location in the County on a 24-hour, seven (7) days per week and 365 days per year (366 days during a leap year) basis.

**B.6.2** Contractor's MHPs shall meet the following minimum requirements:

- a) Shall have and provide proof of training from the California Association of Hostage Negotiators in Hostage Negotiations or comparable training.
- b) Shall possess a minimum of five (5) years of experience working with law enforcement related to hostage negotiations.

**B.7 HUMAN RESOURCES DEPARTMENT COUNSELING SERVICE REQUIREMENTS**

Human Resources coordinates counseling services for all other County Departments not listed in the Contract. Counseling services shall be authorized by a Human Resources point of contact (POC) and shall include the following:

**B.7.1** Minimum qualifications for staff performing counseling services are licensure to practice counseling and five (5) years of experience in counseling.

**B.7.2** Contractor shall provide short-term counseling, up to six (6) counseling sessions per year, per employee, per incident, as authorized by the Human Resources POC.

**B.7.3** Contractor shall deliver services in a timely manner, but no later than five (5) days from the request. Emergency services must be available 24-hours per day, seven (7) days per week, and 365 days per year (366 days during a leap year). Contractor shall be available within (90) minutes of notification, unless authorized by the requesting Department to a later, mutually agreed-upon time.

**B.7.4** Contractor shall provide documentation regarding usage rates of service on a quarterly basis. Contractor MHPs performing counseling services shall be licensed to practice counseling and have five (5) years' experience in counseling.

**B.8 RESERVED**

**B.9 TRAINING REQUIREMENTS**

Sheriff operates a large regional training center that provides training for Sheriff personnel and local agencies throughout the County. Sheriff and Probation conduct trainings at the following locations, as well as at other County Department locations:

- Sheriff's Frank Bland Regional Training Center – 18901 Institution Road, San Bernardino, CA 92407
- Sheriff's Headquarters – 655 East Third Street, San Bernardino, CA 92415
- Sheriff's West Valley Detention Center – 9500 Etiwanda Avenue, Rancho Cucamonga, CA 91739
- Probation's Training Center – 9478 Etiwanda Avenue, Rancho Cucamonga, CA 91739

**B.9.1** Contractor shall provide qualified MHP instructors for courses in the following topics:

- a) Addressing compassion fatigue; and
- b) Self-care to avoid burnout; and
- c) Managing the impact of secondary trauma; and
- d) Workplace conflict resolution; and
- e) Classes for Peer Support programming and ongoing Peer Support training; and
- f) Cultural sensitivity and awareness; and
- g) Assisting victims of violent crimes for all levels of staff, including attorneys.

Contractor shall work with County staff to develop and update the curriculum as needed.

**B.9.2 TRAINING FOR SUPERVISORS AND MANAGERS**

Contractor shall provide training for supervisors and managers related to managing the workplace including, but not limited to, the following topics:

- Debriefing staff after critical incidents; and
- Managing stress and emotions in the workplace; and
- Recognizing and addressing employees’ challenges to prevent escalation; and
- Managing employee relationships (including conflicts, preventing sexual harassment, retaliation, communication with/between employees, etc.).

**B.9.3 TRAINING FOR PEER SUPPORT**

Contractor shall provide Sheriff’s and Probation’s Chief personnel with basic peer support and advanced peer support.

- Basic support shall be an introductory set of classes, including confidentiality and may also include an introduction to crisis management.
- Advanced peer support training shall address issues such as substance abuse, suicide prevention, and in-depth crisis management.

Peer support staff shall attend training to stay current and learn new supportive skills. New members will need to initially undergo basic peer support training and receive advanced peer support training at a later time.

**B.9.4 SHERIFF’S TRAINING REQUIREMENTS**

Contractor shall provide qualified MHP instructors for all of the courses described below:

<b>Name of Course</b>	<b>Hours</b>	<b>Per Year</b>
Officer Involved Shootings (Post shooting trauma)	4 hours	4
LD 37 Persons with Disabilities	8 hours	4
Family Orientation	3 hours	4
Victimology/Handling Emotional Situations	2 hours	4
Crisis Intervention Team Training	2 hours	6
Supervisor Stress Management Training	4 hours	3

Instructors are expected to work with Sheriff’s staff to develop and update the curriculum.

The following courses are requested on a regular basis:

- Addressing compassion fatigue;
- Self-care to avoid burnout;
- Managing the impact of secondary trauma;
- Workplace conflict resolution; and
- Classes for Peer Support programing and ongoing Peer Support training.

**B.10 PERSONNEL BACKGROUND AND CONFIDENTIALITY REQUIREMENTS**

The County shall have the sole discretion to determine security acceptability of all Contractor’s personnel at any time during a resulting Contract period. Personnel found to be unacceptable security risks shall not be permitted to provide Services. Violation of the below provisions may result in the loss of Contractor personnel security clearance. In addition to the terms and conditions listed in Section C.6 – Background Checks for Contractor Personnel, Contractor shall adhere to the following:

1. Contractor shall provide a list of individuals who render Services as personnel, and/or Subcontractor, who will enter County facilities under a resulting Contract. The list shall be kept current and updated by the Contractor for the duration of the resulting Contract period. Personnel or Subcontractors may not be changed without written approval of the County.
2. Contractor shall immediately notify the included departments regarding any personnel reassignments, discharges, or terminations so that they may be removed from the facility access list. Contractor notifications regarding such action shall be submitted verbally within twenty-four (24) hours, followed by written notification within five (5) business days. All Contractor personnel shall possess a government-issued photo identification and shall meet Sheriff's, or if applicable for other departments included in this Contract, requirements for admission into any County facility. Additionally, Sheriff shall maintain information on Contractor's personnel for safety and security purposes.
3. Contractor personnel and Subcontractors shall be required to complete additional forms, including non-disclosure agreements, at any time. Non-disclosure agreements acknowledge that information Contractor personnel and/or Subcontractors may encounter while at any County facility is confidential and proprietary. Any unauthorized release of confidential or proprietary information by Contractor, its personnel, and/or Subcontractors shall constitute a breach of Contract and will be punishable by law. Sheriff reserves the right to enforce any available remedy at law, or in equity, in the event of such breach.
4. **Background Investigation** – At Contractor's sole expense, all personnel and/or Subcontractors performing work on behalf of the Contractor under this Contract are required to undergo, and pass to the satisfaction of the Sheriff, or if applicable, other departments included in the contract, a background investigation as a condition of providing Services. Background investigations shall include, but are not limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice and the Federal Bureau of Investigation, Live Scan, a background questionnaire, and photographs.

Contractor personnel must complete Live Scan fingerprinting services at Sheriff's Headquarters located at 655 East Third Street, San Bernardino, CA 92415. Upon Contractor personnel, Subcontractors, or agents failing a background investigation, Sheriff will request that the individual be removed from performing work at any time during a resulting Contract. Contractor shall only be notified of the final security determination of its personnel. Specific details shall remain confidential and will not be provided to the Contractor.

## **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.

### **C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

### **C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of the Contract.

**C.5 Attorney Fees and Costs**

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

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) have not been convicted of a felony, are not proven substance abusers, and do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets County's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 90-day period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or provide Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

**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**

The 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 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 the Contract.

**C.10 Confidentiality**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been

promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall execute and comply with the attached Business Associate Agreement (Attachment A). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to 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 Representative**

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

**C.13 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. For such repairs, the Contractor, 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. 14 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. (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.15 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 the Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing Services for the County, on County property, or while using County equipment:

**C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.15.2** 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.15.3** 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.

The Contractor shall inform all employees that are performing Services 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 Services for the County.

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

**C.16 Duration of Terms**

The 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 the Contract.

**C.17 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.18 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 the 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.19 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.20 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 the Contract.

The County, by written notice, may immediately terminate the 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.21 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 the 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.

**C.22 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 the 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.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of the Contract. Contractor will notify County immediately of 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 the Contract.

**C.24 Material Misstatement/Misrepresentation**

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

**C.25 Mutual Covenants**

The parties to the 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.26 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 the Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of the 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 memorialized 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.27 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 the Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 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 products, if applicable). All such items shall be delivered to County at the completion of work under the Contract.

**C.29 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same Services provided herein may at their option and through the County Purchasing agent, avail themselves of the Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

**C.29.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.29.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of the Contract.

**C.30 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 the Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under the 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 the 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.32 Relationship of the Parties**

Nothing contained in the Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, 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.

**C.33 Release of Information**

No news releases, advertisements, public announcements 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.34 Representation of the County**

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

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of the 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 the Contract thereafter.

**C.36 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 the Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of the 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.37 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 the 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.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) 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.39 Time of the Essence**

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

**C.40 Venue**

The parties acknowledge and agree that the 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 the 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 the 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.41 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.42 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.43 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.44 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 the 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 the Contract shall acknowledge the 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 the 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 the Contract must be filed with the County prior to publication.

**C.45 Reserved**

**C.46 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, subdivision (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 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.

**C.47 Reserved**

**C.48 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 the Contract, Contractor must comply with the

provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code section §§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 the Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150, subdivision (b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to the 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, subdivision (b).

**C.49 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.

**C.50 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment B - 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 the Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$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 the 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.

**C.51 Reserved**

**D. TERM OF CONTRACT**

The Contract is effective as of July 1, 2024 and expires June 30, 2027, and may be extended for one (1) additional two-year period, or two (2) additional one-year periods, upon written agreement by the County and the Contractor, and County Board of Supervisors’ approval, but may be terminated earlier in accordance with provisions of the Contract.

**E. RESERVED**

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under the Contract shall not exceed \$1,675,000 and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under the Contract, based on the rates listed in Attachment C – Cost, attached hereto and incorporated by reference, within twenty (20) days of the end of the previous month. Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order and/or Contract number stated on the invoices. County reserves the right to audit invoices submitted by Contractor. County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. All invoices for Fire, Probation, District Attorney and Human Resources shall be sent to their respective points of contact.

- Email **Sheriff's** invoices to: [BOFA-ACCOUNTSPAYABLE@SBCSD.ORG](mailto:BOFA-ACCOUNTSPAYABLE@SBCSD.ORG),

or

Mail invoices to: San Bernardino County Sheriff's Department  
Attn: Bureau of Administration – Accounts Payable  
655 East Third Street  
San Bernardino, California, 92415

**F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**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** Costs for Services under the terms of the Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

**F.6** Funds made available under the Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as the Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to the Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

**F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) attached hereto (Attachments D and E respectively) when travel is pursuant to the 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 (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of the 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 Indemnitees. 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**

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**

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**

Contractor shall furnish Certificates of Insurance to the County 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 the Contract, 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 the 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 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 amendment to the 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 Insurance Specifications**

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If 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.

Without in any way 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 the 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 – 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 Reserved**

**G.11.7 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 the 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 the Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of the Contract or by law.

In the event the County determines that Contractor's performance of its duties or other terms of the Contract are deficient in any manner, County will notify Contractor of such deficiency in writing, or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight hours of such notification, or County at its option, may terminate the Contract immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Contractor under the Contract or otherwise

**H.2** Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. 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 the 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 the Contract shall be a material breach of the 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 the 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 the Contract immediately and be relieved of the payment of any consideration to Contractor. 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 the Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in the 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/Coroner/Public Administrator  
Attn: Bureau of Administration – Contracts &  
Procurement  
655 East Third Street  
San Bernardino, CA 92415

Nancy K. Bohl, Inc., dba The Counseling Team  
International  
1881 Business Center Dr. Suite 11  
San Bernardino, CA 92408

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**

**K.1** The Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the Contract not expressly set forth herein are of no force or effect. The 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 the Contract and signs the same of its own free will.

**K.2 Order of Precedence of Documents**

**K.2.1** This Contract consists of:

- a. The body of this Contract
- b. Attachment C – Cost
- c. Exhibit No. 1 RFP No. SHR124-ADMSR-5262
- d. Exhibit No. 2 Contractor’s proposal in response to Request for Proposal (RFP) No. SHR124-ADMSR-5262

**K.2.2** In the event of any inconsistency in or conflict among the document elements of this Contract, the inconsistency or conflict shall be resolved by giving precedence to the elements in the following order:

- First, the body of this Contract
- Second, Attachment C – Cost
- Third, the Request for Proposal (RFP) SHR124-ADMSR-5262
- Fourth, the Contractor’s proposal in response to RFP No. SHR124-ADMSR-5262
- Fifth, all other written documentation and correspondence pertaining to this Contract

**L. ELECTRONIC SIGNATURES**

This Contract, 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.

Signatures on the next page.

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

SAN BERNARDINO COUNTY

▶  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

Nancy K. Bohl, Inc, dba The Counseling Team  
International

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

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name STEVEN A. ODOM  
*(Print or type name of person signing contract)*

Title Ph.D, President  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶  
\_\_\_\_\_  
Grace B. Parsons, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
▶  
\_\_\_\_\_  
Date \_\_\_\_\_

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

## ATTACHMENT A

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Sheriff/Coroner/Public Administrator (hereinafter Covered Entity) and [INSERT CONSULTANT NAME HERE] (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

#### RECITALS

**WHEREAS**, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

**WHEREAS**, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

**WHEREAS**, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

**WHEREAS**, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

**NOW THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

## **B. Obligations and Activities of BA**

### **1. Permitted Uses and Disclosures**

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

### **2. Prohibited Uses and Disclosures**

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

### **3. Appropriate Safeguards**

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the

standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

#### 4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

#### 5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
  - a) Date the Breach or suspected Breach occurred;
  - b) Date the Breach or suspected Breach was discovered;
  - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
  - d) Number of potentially affected Individual(s) with contact information; and
  - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
  - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
  - b) The unauthorized person who had access to the PHI;
  - c) Whether the PHI was actually acquired or viewed; and
  - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
  - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
  - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

#### 6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

### 13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

### 14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

### 15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

### 16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

### 17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

### 18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

### 19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

## **C. Obligations of CE**

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
  - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
  - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
  - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

## **D. General Provisions**

### 1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

### 2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

### 3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

### 4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

### 5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

### 6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

### 7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code section §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.



## ATTACHMENT B

# Campaign Contribution Disclosure (SB 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: Nancy K. Bohl, Inc., dba The Counseling Team International
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 **X**
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: Stephen Odom
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):  
Nancy K. Bohl
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Nancy K. Bohl, Inc., dba The Counseling Team International	Julie Koot	10/1/1990

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		

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	

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 within the prior 12 months, 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: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

By signing the Contract, 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 the Contract is being considered and for 12 months after a final decision by the County.

**ATTACHMENT C – COST**

<b>Item</b>	<b>UOM</b>	<b>Length of Session</b>	<b>Fee</b>
<b>Individual Pre-employment screening Sworn Personnel</b>	<b>Screening</b>	5 hours	\$350.00 per applicant
<b>Counseling Session</b>	<b>Hour</b>	55 minute sessions	\$125.00 per session
<b>Counseling Session Spouses</b>	<b>Hour</b>	55 minute sessions	\$125.00 per session
<b>Counseling Session Family</b>	<b>Hour</b>	55 minute sessions	\$125.00 per session
<b>Hostage/Barricade Negotiation Incident</b>	<b>Hour</b>	Per Hour	\$225.00 per hour port to port
<b>24-Hour Trauma Intervention</b>	<b>Hour</b>	Per Hour	\$225.00 per hour port to port
<b>Critical Incident Stress debriefing</b>	<b>Hour</b>	Per Hour	\$225.00 per hour port to port
<b>Training Seminars/class (Title) Various courses - See attachment</b>	<b>Per Seminar/Class</b>	Per Hour	\$175 per trainer, per hour port to port
<b>Training/Seminars/class (Title)</b>	<b>Per Seminar/Class</b>	See Attachment	See Attachment
<b>Add other available Seminars/Class</b>	<b>Per Seminar/Class</b>	See Attachment	See Attachment

Any additional proposed charges (provide explanation of charges and unit of measure):

Individual Pre Employment Testing for non-sworn \$325.00 per applicant

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\*Upon the third and subsequent anniversary dates of the contract, the fees shall increase by 5%

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for all services outlined in the contract.

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**The following courses fall under Pricing of \$175.00 per hour, per trainer, port to port:**

- Advanced Crisis Management
- Academy Survival
- Addiction and Recreational Drug Use: Substance Abuse Trends and Impact
- Assisting Victims in Violent Crimes (For all staff levels)
- Blueline Families
- Conflict Resolution & Assertiveness
- Crisis Intervention Techniques
- Crisis Management for First Responders
- Cultivating Resilient Responders
- Cultural Sensitivity
- Dealing with Critical Incident Stress Management in Public Safety
- Dealing with Depression
- Dealing with Difficult People in the workplace
- Dealing with Difficult People in the Public
- Dealing with Terminal Illness
- Dealing with the Mentally Ill
- Debriefing the Trauma Team
- Effectively Coping with Change
- Employee Reactions to Critical Incidents
- Emotional Intelligence
- Finding Life Balance
- First to Respond, Last to Seek Help
- Grief and Bereavement
- Handling 5150 Situations
- Handling Your Anger
- Holiday Stress
- I Hear You
- Managing a Line of Duty Death
- Managing the Impact of Secondary Trauma
- Mental Health Mayday
- Mindfulness for Public Safety Professionals
- Moving Beyond Betrayal
- Officer Involved Shooting (Post Shooting Trauma)
- Preferred Protocol for Death Notification
- Sexual Harassment in the Workplace
- Social Media Burnout
- Stress Management for Public Safety
- Substance Abuse and Coping Strategies for First Responders
- The Effects of Burnout and Compassion Fatigue
- The Aftermath of Suicide
- The Emotional Aftermath of Trauma Investigators
- Time and Task Management
- Understanding Behavioral Health
- Victimology/Handling Emotional Situations
- Violence in the Workplace
- Wellness in the Workplace
- Communication and Teamwork

- Critical Incident Stress Management for Supervisors
- Diversity in the Workplace
- Evolution of Care
- In the Line of Duty Death – Managerial/Supervisory Role
- Legitimate Leadership
- Leadership Matters
- Maintaining Leadership and Supervisor Boundaries
- Motivating Employees
- Mission and Values for you and your Team
- Stress Management for Supervisors
- Officer Involved Shootings (Post Shooting Trauma)
- LD37 Persons with Disabilities
- Family Orientation
- Crisis Intervention Team Training
- "S.O.S."- Significant Other Survival

**The following courses fall under a per person rate agreed upon by POST (Plan IV):**

3- Day Basic Peer Support (24 hrs.)	\$299.00 per person
2- Day Advanced Peer Support (16 hrs.)	\$199.00 per person
1-Day Suicide Prevention and Intervention (8 hrs.)	\$106.00 per person
5- Day Wellness Coordinator Course (40 hrs.)	\$750.00 per person
2- Day Group Crisis Intervention (ICISF Certified 16 hrs.)	\$199.00 per person

**Other specialty courses that TCTI offers at the following costs:**

Retire Well Workshop (8 hrs.)	\$299.00 per person
Families on the Frontline (a couple's course) (4 hrs.)	\$275.00 per couple


**Retreats**

Peer Support Team Retreat	\$2,000.00 per person (min 10/max 12 attendees)
Trauma and Resiliency Retreat	\$3,000.00 per person (min 8/max 8)
First Responder Spouse Retreat (SAGE)	\$3,500.00 per person (min 10/max 10)
Wellness for Public Safety Retreat	\$2,000.00 per person (min 10/max 12)
Command Staff Resiliency Retreat	\$2,500.00 per person (min 10/max 12)

**\*Custom retreats available upon request.**



**ATTACHMENT E  
TRAVEL MANAGEMENT POLICY 08-02 (SP1)**

	<b>COUNTY OF SAN BERNARDINO STANDARD PRACTICE</b>	<b>No. 08-02 SP 1</b> <b>PAGE 1 OF 4</b> <b>EFFECTIVE DATE</b> March 20, 2018
<b>POLICY: TRAVEL MANAGEMENT</b> <b>SP: Guidelines for Travel</b>		<b>APPROVED</b> GARY MCBRIDE Chief Executive Officer
<p><b><u>PURPOSE</u></b>          It is the policy of the Board of Supervisors to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of the County and the County Traveler (County Policy 08-02, TRAVEL MANAGEMENT).</p> <p>The purpose of this Standard Practice is to promote efficient use of County resources and strengthen internal controls by establishing uniform travel procedures.</p> <p><b><u>DEPARTMENTS AFFECTED</u></b>          Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities</p> <p><b><u>DEFINITIONS</u></b>  <b>Appointing Authority</b> – The executive or administrative head of a department, division or agency.</p> <p><b>County Business</b> – Any activity directly related to the necessary and required purposes and functions of the County.</p> <p><b>County Traveler</b> – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.</p> <p><b><u>PROCEDURES</u></b>  <b>Travel Expenses and General Conditions</b></p> <p>A. Travel on County Business must be arranged and authorized in accordance with provisions specified in applicable Memoranda of Understanding with employee bargaining units, County Code, other specific Board action, and/or procedures established by the Auditor-Controller/Treasurer/Tax Collector. The Appointing Authority should consider the nature of the trip, appropriateness of the individual to represent the organization, length of stay, mode of transportation, cost effectiveness of the request and any other relevant information regarding all travel requests including, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Local travel;</li> <li>2. Out-of-state travel (County Code §§ 13.0652, et seq.);</li> <li>3. Out-of-country travel (County Policy No. 08-04); or</li> <li>4. Travel reimbursed by a non-County source.</li> </ol> <p>B. Arrangements for transportation, lodging or registration fees may be made with a County-approved credit card.</p> <p>C. Travel expenses shall be carefully monitored by each department, division and agency, using designated accounting strings.</p> <p>D. Taking into consideration Paragraph H, County Travelers shall seek to use the lowest rate available for the type of service or accommodation being utilized that meets their needs and minimizes risks including negotiated airline, hotel and rental car contracts (for instance, the County utilizes a negotiated contract for rental car activities). Exceptions may be made when an Appointing Authority determines that an overriding operational consideration, medical</p>		

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condition or disability, or a security consideration requires flexibility in order to serve the best interest of the County, or if a lower rate is not reasonably available.

- E. County Travelers eligible for reimbursement of actual and necessary expenses for transportation, meals, lodging and incidentals such as parking, telephone calls, tolls, and gratuities that are allowed by the department for authorized travel shall submit an Auditor-Controller/Treasurer/Tax Collector Employee Reimbursement Form (ERF) along with any supporting receipts to the Auditor-Controller/Treasurer/Tax Collector. All such reimbursements shall be subject to the conditions set forth in County Travel Policies, this Standard Practice, and the provisions of the applicable Memoranda of Understanding (MOU) with employee bargaining units and/or the Exempt Group Working Conditions Ordinance. Only expenses incurred as part of County Business and authorized by the Appointing Authority shall be included on this form and reimbursed. County Travelers who are not County Employees will be subject to the terms included in this Standard Practice when eligible for reimbursement for expenses incurred during the conduct of County business as authorized by the Appointing Authority.
- F. County Travelers shall complete a Statement of Expenses Form (SEF) for all overnight or out-of-state travel. The SEF is to be completed in addition to the ERF and Cal-Card Justification packets. The SEF is used to collect and report actual costs incurred for overnight or out-of-state travel. Once completed, the SEF should be signed by the County Traveler, Appointing Authority (or designee) and submitted with the completed ERF and/or Cal-Card Justification packet. The SEF is available on the Purchasing Department website.
- G. Any payment for or reimbursement of travel expenses from any non-County source must be approved by the Appointing Authority in advance of booking said travel. In certain situations, payment or reimbursement by a non-County source may create a conflict of interest, and for certain employees may be subject to reporting on financial disclosure forms. In such situations, the Appointing Authority should contact County Counsel for legal advice.
1. County Travelers receiving reimbursement from a non-County source for travel on County time (such as statewide committees and vendor-paid training or product evaluation pursuant to a contract) shall forward documentation of the reimbursement to the Appointing Authority for handling and deposit if the traveler intends to submit an ERF to the County or use County resources to travel. The claim for actual and necessary expenses for transportation, meals, lodging and incidentals is subject to the conditions set forth in County Travel Policies and this Standard Practice.
  2. If an organization or vendor pays costs directly to an airline, hotel or other provider on a County Traveler's behalf, documentation must be provided to the Appointing Authority if an ERF is submitted to the County for reimbursement of other travel costs. Further, in situations where a County Traveler is reimbursed directly for expenses without remittance to the Appointing Authority, all County policies regarding conflict of interest, need for disclosure, ethics and vendor relations shall apply and the County Traveler will be responsible for providing appropriate documentation to support all of these requirements.
- H. Arrangements for transportation, lodging, registration fees, or other travel expenses shall be carefully monitored by the department. Reservations should be made as far in advance as possible to take advantage of discounts and special offers, and County Travelers shall request the government rate or lowest cost to the County when making travel arrangements. Non-refundable airline ticket options must be utilized whenever possible to minimize travel costs. Costs resulting from changes to non-refundable tickets in response to a County need or interest are valid County expenses.
- I. Lodging costs may exceed the County's established rate(s) in the applicable MOU under special conditions:

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1. A conference or convention sponsored by a California state or regional association for which the sponsor has arranged for the lodging, registration at a pre-arranged group rate may be permitted with advance written authorization of the Appointing Authority.
  2. When a County Traveler is attending a conference or convention that is being sponsored by an organization of which the County department or employee is a member and where seminars or committee meetings are to be held at a particular hotel, or when events are scheduled for evening hours, the Appointing Authority may authorize lodging at the designated hotel.
  3. If County Business requires lodging in an area of unusually high cost (as defined in the applicable MOU).
- J. If cancellation is necessary, County Travelers are responsible for canceling lodging or accommodations before the cancellation period ends and should record the cancellation number and justification in case disputes arise.
- K. Departments are responsible for tracking unused refundable tickets and available credit for unused non-refundable tickets, to be applied to future County travel. The County Traveler shall retain ownership of denied boarding compensation if a County Traveler is traveling on County Business and a carrier denies the County Traveler a confirmed reserved seat on an airplane. If voluntarily vacating a seat will not interfere with the performance of official duties, and if any additional travel expenses incurred as a result of vacating the seat are borne by the employee and not reimbursed, the employee may keep the compensation from an airline for vacating a seat when the airline asks for volunteers. In this situation, the County Employee must also utilize appropriate leave for the additional hours, if volunteering delays travel during work hours.
- L. Travel expenses may not be claimed for relatives or guests of a County Traveler.
- M. Special lodging such as accommodations in apartments, recreational vehicle parks or campgrounds, or other semi-permanent lodgings that require a contractual agreement shall be presented for review and advance written authorization of the Chief Executive Officer and processed through existing County Procedures.
- N. At the discretion of the Appointing Authority, County Travelers may be able to claim lodging on the evening prior to a function, or for the last evening of a function. Costs for a Saturday night stay may be reimbursable to a County Traveler if it reduces the ticket cost to the County more than any additional lodging/meals/parking costs, and is well-documented as a clear savings to the County.
- O. If the County Traveler chooses to extend his/her stay during the work week at personal expense, Appointing Authority approval is required in advance and is subject to the County Traveler's work schedule or approval of a request for leave time. Any increase in costs to the County for modified travel arrangements shall be reimbursed to the County (e.g. switching a return flight previously scheduled for Friday to Sunday).
- P. County Travelers may upgrade tickets or accommodations, such as early bird boarding and preferred seating, provided that the County Traveler personally pays for the difference in cost for such upgrade. The County Traveler must provide written documentation of payment, and demonstrate that the cost does not exceed that which would have been incurred had the upgrade not been made.
- Q. The County will not reimburse for any type of travel insurance (trip cancellation or interruption, accidental death or disability, loss of personal belongings, etc.) unless the Appointing Authority requests the County Traveler to purchase such coverage.

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- R. The County will not reimburse for certain personal charges, including, but not limited to, alcohol, in-flight movie or internet charges, airport/hotel wireless Internet charges (other than for a business purpose), or other miscellaneous charges at the discretion of the County Traveler's personal choice. Valet parking will not be reimbursed unless self-parking is not available or security is a concern. Exceptions may be authorized in certain circumstances with approval of the Appointing Authority.
- S. For Fair Labor Standards Act (FLSA) - covered employees, County travel may impact certain aspects of employment such as compensation for overtime. It is not the intent of the County Travel Policy or this Standard Practice to address these types of issues. Any questions on such matters should be directed to the department's Human Resources Officer.
- T. Non-compliance with the provisions of this Standard Practice may result in withholding reimbursement, revoking of an County approved credit card and/or other disciplinary action up to and including terminating employment.

**LEAD DEPARTMENT**

County Administrative Office