



Contract Number

SAP Number

Probation Department

Department Contract Representative Telephone Number	Teneka Hayes 909-387-6148
Contractor	Lobban Marriage and Family Therapy Inc. dba Receive Counseling Services
Contractor Representative Telephone Number	Korrine Davis-Lobban 909-521-7453
Contract Term	July 1, 2026 through June 30, 2031
Original Contract Amount	Aggregate, not to exceed \$1,600,000
Amendment Amount	
Total Contract Amount	Aggregate, not to exceed \$1,600,000
Cost Center	4810001000
Grant Number (if applicable)	n/a

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide Sex Offender Treatment counseling to the County Probation Department’s Youth or Justice-Involved Youth, as further described in a statement of work (the “Services”); and

WHEREAS, the County conducted a competitive process to find Lobban Marriage and Family Therapy, Inc. dba Receive Counseling Services (Contractor) to provide these Services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County’s Request for Proposals, the County finds Contractor qualified to provide the 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** Abuse: Physical, sexual, willful cruelty, unjustifiable punishment, unlawful corporal punishment, or neglect inflicted on an individual or persons by another individual or persons.

- A. 2** Associate: Associate Marriage and Family Therapist and/or Associate Clinical Social Worker. An Applicant for licensure as a Licensed Marriage and Family Therapist and/or Licensed Clinical Social Worker who has completed the required education and is currently earning required hours

of experience while being supervised in accordance with current Board of Behavioral Sciences regulations.

- A. 3 Board: The San Bernardino County Board of Supervisors.
- A. 4 Board of Behavioral Sciences (BBS): The branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing marriage and family therapy and/or clinical social work.
- A. 5 Board of Psychology (BOP): The branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing as psychologists.
- A. 6 Client: Any Youth or Justice-Involved Youth as defined in this Contract.
- A. 7 Contract: The Contract between the County and the Contractor resulting from the award issued pursuant to an RFP.
- A. 8 Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County, for purposes of this contract the Contractor is Lobban Marriage and Family Therapy Inc. dba Receive Counseling Services.
- A. 9 Facilitator: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.
- A. 10 Fee-for-Service: An agreement to pay a specific price for the delivery of specific services.
- A. 11 Justice-Involved Youth: Youth aged 12-25 years old who are residents of the County, who are either on formal Court Probation for law violations, or under non-wardship Informal Probation (Welfare & Institutions Code [WIC] sections 654 or 654.2), and/or Summary Probation (WIC section 725), or Deferred Entry of Judgment (WIC 790) including youth who are, in some instances, on formal Adult Probation supervision.
- A.12 Juvenile Justice Crime Prevention Act (JJCPA): Provides funding pursuant to the Schiff-Cardenas Crime Prevention Act to address juvenile crime prevention and intervention needs within the County (formerly known as AB1913).
- A. 13 Licensed Clinical Social Worker (LCSW): License holder authorized to employ psychotherapeutic techniques, among other services, with individuals, couples, families, and groups to improve the Youth or Justice-Involved Youth's quality of life.
- A. 14 Licensed Marriage and Family Therapist (LMFT): License holder authorized to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve the Youth or Justice-Involved Youth's interpersonal functions.
- A. 15 Licensed Professional Clinical Counselor (LPCC): Focuses exclusively on the application of counseling interventions and psychotherapeutic techniques for the purpose of improving mental health.
- A. 16 Medical Board of California: The State agency that licenses medical doctors, investigates complaints, disciplines those who violate the law, conducts physician evaluations and facilitates rehabilitation where appropriate.
- A. 17 Neglect: Acts or omissions by a person or persons responsible for an individual's welfare that result in the maltreatment of the individual under circumstances indicating harm or threatened harm to the individual's health or welfare.

- A. 18 Prison Rape Elimination Act of 2003 (PREA): The Act that addresses the problem of sexual abuse of persons in the custody of U.S. correctional agencies.
- A. 19 Private Practice: A clinical setting other than a government entity, school, college, or university; nonprofit and charitable corporation; or licensed health facility.
- A. 20 Probation or Probation Department: The Department that is responsible for building stronger families and safer communities by improving the lives of those it serves through assessment, treatment, rehabilitative services and enforcement.
- A. 21 Promising Programs: Programs with some evidence to indicate they achieve their intended outcome.
- A. 22 Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.
- A. 23 Provider: Interested and qualified organizations, firms, and individuals, who are Psychologists, Psychiatrists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, and Licensed Professional Clinical Counselors.
- A. 24 Psychiatrist: A physician who specializes in psychiatry and is certified in treating mental illness. As part of their evaluation of the patient, a psychiatrist may prescribe psychiatric medication, conduct physical examinations, order and interpret laboratory tests and brain image studies or brain scanning.
- A. 25 Psychological Assistant: A person registered with the California BOP who is obtaining postdoctoral experience for licensure as a psychologist and is being supervised in accordance with current BOP regulations.
- A. 26 Psychological Evaluation: A system of assessing an individual's development, behavior, intellect, personality, and emotional and social functioning. Methods that may be used by the therapist may include, but are not limited to, interviewing and observing the Youth or Justice-Involved Youth and administering a mental competence test.
- A. 27 Psychological Test: A professional-developed instrument used to measure an individual's skills, abilities, and thoughts that may help mental health professionals make a more reliable and valid diagnosis than can be obtained from personal observations only. Only a licensed psychologist or psychiatrist may perform this service for the County.
- A. 28 Psychologist: License holder authorized to employ psychological methods to help the Youth or Justice-Involved Youth acquire greater effectiveness and/or to help modify socially ineffectual or maladjusted behavior.
- A. 29 Purchasing Agent: The Director of the County Purchasing Department.
- A. 30 Request for Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.
- A. 31 Services: The services described in this Contract.
- A. 32 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.

- A. 33** Youth: Individual aged 12-25 years old who are residents of the County, at risk of entering the juvenile justice system, or have been declared a ward and under the jurisdiction of the Juvenile Court.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall provide the Serv as set forth in the RFP No. PROB-25-PROB-5876, and incorporated by reference, and as follows:

- B.1** Contractor shall provide in-person Services in one or more of the geographic region(s) set forth in the Geographic Regions Served (Attachment A).
- B.2** Contractor will provide in-person treatment at various Probation-approved facilities within San Bernardino County and at the treatment provider's office in the community upon Probation approval. Telehealth, telephone or virtual treatment will not be allowed except under exigent/emergency circumstances only. All exigent/emergency circumstances will be determined by Probation and requested/approved in writing prior to service.
- B.3** Maintain current, active and valid professional licenses to render psychological and/or therapeutic counseling services within the State of California.
- B.4** Contractors responsibility to ensure that the treating therapist has a minimum of two (2) years of experience providing direct counseling and treatment services to individuals who have been convicted of sexual offenses.
- B.5** Contractor ensures the treating therapist(s) apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Proposer is responsible for notifying the County of such change.
- B.6** Contractor must have the ability to write a variety of reports and recommendations based on psychological tests, psychological evaluations, counseling sessions, and assessments with the Client, and provide such information to County staff and/or Juvenile Court within the required timeframes and be willing and able to testify to same if and when deemed necessary by the County. Routine reports shall be completed without additional charge to the County.
- B.7** Contractor may be required to write specialized and/or lengthy typewritten reports, consisting of four (4) or more pages, for County Probation Officer and/or Juvenile Court within two (2) weeks from the date the Service was provided. Contractor will be reimbursed at the agreed upon hourly fee for these types of reports as defined in the Fee Schedule (see Attachment B, Page 25). In addition, Contractor may be required to testify in Juvenile Court. In the case of an Associate, his or her supervisor must be sufficiently knowledgeable of the treatment provided and the assessments made in order to testify in court.
- B.8** Contractor shall be skilled in one (1) or more of the following areas:
B.8.1 Administering in-depth psychological tests,
B.8.2 Performing psychological evaluations and assessment,
B.8.3 Conducting one-on-one, group, and family therapy sessions, and
B.8.4 Engaging youth in innovative counseling techniques.
- B.9** Contractor's treating therapist must be certified by California Sex Offender Management Board (CASOMB) to provide Certified Sex Offender Treatment Programs.

- B. 10** Contractor may utilize registered Associates to provide Counseling Services under an awarded Contract. Proposer who utilizes Associates in their practice must ensure that appropriate licensed staff supervise the Associates' work performance in accordance with BBS and/or BOP regulations.
- B. 11** Contractor acknowledges that Probation will not be charged for missed or cancelled appointments on behalf of the Youth or Justice-Involved Youth.
- B. 12** Contractor understand that Probation is payer of last resort and Contractor shall make all efforts to secure alternative funding (Medi-Cal or other private insurance plans), and these efforts must be documented prior to billing.
- B. 13** Contractor must have no record of being disciplined or suspended by the BBS, BOP or Medical Board of California.

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 this Contract.

C. 5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under 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) 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 to the County. 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 12-month 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 Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

If awarded please be advised the following are also required in addition to the above. The County and Probation have sole discretion to determine security acceptability of all of Contractor's Personnel and Subcontractors (collectively, "Personnel") at any time during the service period. Personnel found to be unacceptable security risks will not be permitted to provide services under this Contract. Violation of the below provisions may result in the loss of the security clearance of Contractor's Personnel. All shall adhere to the following:

C.6.1 Contractor shall provide a list of all Personnel who will render Services and enter any County, Probation, or Probation Detention Facility (collectively "County Facility") during the service period. Personnel may not be changed without written approval by the County/Probation.

C.6.2 Contractor shall immediately notify Probation regarding any Personnel reassignments, discharges, or terminations so that they may be removed from the County Facility access list. Contractor's will be required to provide notification regarding such action shall be submitted verbally to the Probation Professional Standards Unit Division Director at (909) 387-5800 within twenty-four (24) hours of its knowledge of any reassignment, discharge or termination, followed by written notification within five (5) business days to the following:

Probation Administration
Attn: Probation Professional Standards Division Director II
175 West 5th Street, 4th Floor
San Bernardino, CA 92415

C.6.3 Contractor's Personnel may be required to complete additional forms, including nondisclosure agreements, at any time. Non-disclosure agreements acknowledge that information Contractor Personnel may encounter while at any County Facility is confidential and proprietary. Any unauthorized release of confidential or proprietary information by Contractor or its Personnel shall constitute a breach of this Contract and will be punishable by law. The County reserves the right to enforce any available remedy at law, or in equity, in the event of such breach.

C.6.4 All Proposers Personnel shall possess a photo identification and shall meet Probation's requirements for admission into any County Facility. Additionally, Probation shall maintain information on Proposer's Personnel for safety and security purposes.

C.6.5 Contactor's Personnel may be required to complete additional forms, including non-disclosure agreements, at any time. Non-disclosure agreements acknowledge that information Personnel may encounter while at any County Facility is confidential and proprietary. Any unauthorized release of confidential or proprietary information by Personnel shall constitute a breach of this Contract and will be punishable by law. Probation reserves the right to enforce any available remedy at law, or in equity in the event of such breach.

C.6.6 Escorted Access

- a. Contractor shall be required to undergo a background check that will include, but is not limited to, DMV, Central Name Index, and Live Scan (includes DOJ/FBI/Criminal Check) prior to providing any Services and/or accessing any County Facility.
- b. After clearing the background check to the satisfaction of Probation, a Prison Rape Elimination Act/Security compliance review, which consists of a short video and acknowledgement of willingness to abide by State, Federal, and County guidelines, as well as Probation Facility requirements, shall be conducted before entry into any County Treatment or Detention Facility, usually by the Probation Safety/Security staff, but may be conducted by any one of Probation Staff.

- c. While on County property, Contractor's shall be escorted and supervised by Probation staff at all times. Supervision is required whether or not the Personnel have audio/visual contact with detained minors. This requirement will not be waived without prior written approval by the Chief Probation Officer or her/his designee.

C.6.7 Unescorted Access

Contractor shall be required to comply with the requirements listed above, regarding Escorted Access. In addition, all Contractor Personnel must complete Department of Justice/Criminal Justice Information Services (DOJ/CJIS) security training before being cleared to access any County Facility. DOJ/CJIS security training is a biennial online training.

C. 7 Change of Address

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

C. 8 Choice of Law

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

C. 9 Compliance with County Policy

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

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

C. 10 Confidentiality

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. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

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 Chief Probation Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

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

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, 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 this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.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 service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

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

C. 16 Duration of Terms

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

C. 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 this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

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

C. 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 this Contract.

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

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

C. 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 this Contract or breach thereof,

the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

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 this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C. 23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of 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 this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

Contractor shall maintain a current, active, and valid professional license to render psychological and/or therapeutic counseling services within the State of California, certified by the California Sex Offender Management Board (CASOMB). Contractor shall have a minimum of two (2) years of experience providing direct counseling services to children, youth and families.

Acceptable licenses:

- Licensed Psychologists,
- Licensed Clinical Social Workers,
- Licensed Marriage and Family Therapists, and/or
- Licensed Professional Clinical Counselors

Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying County of such change.

C. 24 Material Misstatement/Misrepresentation

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

C. 25 Mutual Covenants

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

C. 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 this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled

or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C. 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 this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C. 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 product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C. 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 this 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 this Contract.

C. 30 RESERVED

C. 31 Records

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

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

C. 32 Relationship of the Parties

Nothing contained in this 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 this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C. 35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C. 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 this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.36.1 Be responsible for subcontractor compliance with the Contract, including licensing requirement, 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, C. General Contract Requirements and G. Insurance and Indemnification.

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

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

C. 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 this Contract and of each of its provisions.

C. 40 Venue

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

C. 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, County 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 this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

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(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 this Contract, Contractor must comply with the

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

C. 49 Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be time for such in an emergency), Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without Probation Department’s prior approval.

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

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 RESERVED

C. 51 Certification of Postconsumer Material.

Contractor shall certify the following in writing: (1) The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered

or sold to the County. The certification shall be furnished under penalty of perjury in a form and manner determined by the County. The County may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website; and (2) That the paper products and printing and writing paper offered or sold to the County is eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. Section 260.12 as published January 1, 2013, which is hereby incorporated by reference.

C. 52 RESERVED

C. 53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C. 54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C. 55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C. 56 RESERVED

D. TERM OF CONTRACT

This Contract is effective as of July 1, 2026 and expires June 30, 2031, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

- E. 1** County shall determine the Client's need for Services.
- E. 2** County shall determine Contractor's availability prior to referring a Client and/or family.
- E. 3** County shall specify desired treatment objectives in congruence with the Client's and/or family's case plan.
- E. 4** County shall email the completed and signed referral form to Contractor.
- E. 5** County shall refer Client during Contractor's normal business hours of operation.
- E. 6** County staff shall develop and maintain professional relationship and open communication with Contractor.
- E. 7** County shall identify a Project Manager as the single point of contact for questions related to the provision of Services.

E. 8 County shall provide technical assistance in carrying out the terms of this Contract.

F. FISCAL PROVISIONS

F. 1 The maximum amount of payment under this Contract is the combined total for all Counseling Services provided by all Contractors for these Services approved by the same Board item, and together shall not exceed \$1,600,000, 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.

Contractor bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Contractor be entitled to receive compensation for any item of work required of Contractor under the terms of the Contract, which item of work is not performed by Contractor (including Contractor's agents and approved subcontractors).

F. 2 This contract is a Fee-for-Service Contract. Payment for Services shall be based on the rate identified on the Maximum Fee Schedule (Attachment B). Payment will be made only for Services authorized by Probation and satisfactorily delivered by Contractor as determined by Probation.

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 this 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 this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this 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 this 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) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

F. 8 Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) days after receipt of a true and correct invoice or the resolution of any billing dispute.

Invoice submission should be mailed to the following address:

San Bernardino County Probation Department
ATTN: Fiscal

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G. 1 Indemnification

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

G. 2 Additional Insured

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

G. 3 Waiver of Subrogation Rights

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

G. 4 Policies Primary and Non-Contributory

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

G. 5 Severability of Interests

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

G. 6 Proof of Coverage

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

G. 7 Acceptability of Insurance Carrier

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

G. 8 Deductibles and Self-Insured Retention

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

G. 9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor 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 this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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

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

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

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

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

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

- G. 11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

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

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

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

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

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

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 **RESERVED**

- G.11.8** **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

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

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

I. CORRECTION OF PERFORMANCE DEFICIENCIES

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

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

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

J. NOTICES

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

San Bernardino County
Chief Probation Officer
San Bernardino County Probation Department
175 West 5th Street, 4th Floor
San Bernardino, CA. 92415-0460
(909) 387-5841

**Lobban Marriage and Family Therapy, Inc. dba
Receive Counseling Services**
Chief Executive Officer
1845 Business Cener Drive, Suite 215
San Bernardino, CA 92408
(909) 521-7453

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

K. ENTIRE AGREEMENT

This Contract, 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 this Contract not expressly set forth herein are of no force or effect. This

Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

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

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

SAN BERNARDINO COUNTY

Lobban Marriage and Family Therapy, Inc.
dba Receive Counseling Services

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

► _____
 Dawn Rowe, Chair, Board of Supervisors

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

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

Name Dr. Korinne Davis-Lobban, LMFT
(Print or type name of person signing contract)

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

Title Chief Executive Officer (CEO)
(Print or Type)

By _____
 Deputy

Dated: _____

Address 1845 Business Center Drive, Suite 215
San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Maria Insixiengmay, Deputy County Counsel	► _____	► _____ Tracy Reece, Chief Probation Officer
Date _____	Date _____	Date _____

ATTACHMENT A

Office Hours	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Closed	8:00am-9:00pm	8:00am-9:00pm	8:00am-9:00pm	8:00am-9:00pm	8:00am-6:00pm	8:00am-3:00pm

Geographic Regions Served

Region	Representative Cities	Region Served?
Central Valley	Bloomington, Colton, Grand Terrace, Loma Linda, Rialto, San Bernardino	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
East Valley	Highland, Redlands, Yucaipa	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
West Valley	Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Upland	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Eastern Desert	Joshua Tree, Yucca Valley, Twentynine Palms	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Northern Desert	Adelanto, Apple Valley, Hesperia, Victorville, Wrightwood	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No w/exception *
Mountain Communities East	Big Bear	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mountain Communities West	Crestline, Lake Arrowhead, Running Springs	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

*Exception: Therapist will not travel to Barstow, Lucerne Valley, Yermo, or Needles. Services to be provided at Lobban Marriage and Family Therapy, Inc office, SOAR, CVJDAC, or ARISE. When therapist has to travel to any location other than Lobban Marriage and Family Therapy, Inc office, travel fee of \$175 per hour to and from Lobban Marriage and Family Therapy, Inc office will be assessed.

ATTACHMENT B

COST SHEET Good Through 6/30/2031				
STANDARD FEES, TYPES OF THERAPIST(S)				
SERVICES	Psychological Assistant Price		ACSW/MFTI/PCCI Price	
Individual Sex Offender Therapy	175	per hour	175	per hour
Group/Family Sex Offender Therapy	175	per session* per client. Max 20 clients per group	175	per session* per client. Max 20 clients per group
Psychological Testing/Report	Not Applicable			
Psychological Evaluation Report				
Testifying - Court Service	200	Per hour- not to exceed 8hrs	Not Applicable	
Non- Routine Report Writing	175	per report		

*sessions are \$175 per hour up to 90 minutes

Accepted Insurance:	Medi-Cal, IEHP, Cigna, Optum (United Health Care), Evernorth, Kaiser Permanente
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