

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

November 19, 2024

FROM

TRACY REECE, Chief Probation Officer, Probation Department

SUBJECT

Non-Financial Terms and Conditions with Fetch Pet Insurance Services, LLC for Canine Non-Emergency Healthcare

RECOMMENDATION(S)

Approve non-financial Terms and Conditions (**Contract No. 24-1145**) with Fetch Pet Insurance Services, LLC, including non-standard terms, for canine non-emergency healthcare, for a term beginning November 20, 2024 through November 19, 2025, and automatically renewing until terminated by either party.

(Presenter: Tracy Reece, Chief Probation Officer, 387-5692)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). Fetch Pet Insurance Services, LLC (Fetch Pet) Terms and Conditions (Agreement) are non-financial in nature and do not commit the County to make any purchases. Any purchases made under these Terms and Conditions by the Probation Department (Probation) will adhere to County purchasing policies, and if necessary, Probation will return to the Board of Supervisors (Board) for approval.

BACKGROUND INFORMATION

Approval of this item authorizes the non-standard terms and conditions for Probation to purchase pet insurance policy. The County owns seven K-9 Probation Officers. The County's current property insurance covers the canines in the event of major injury or death but does not cover routine veterinarian services and care. To provide the necessary care in a more cost-effective manner, Probation intends to purchase pet health insurance through Fetch Pet, which will reduce the cost for routine veterinary services and care that are not considered major injuries.

The pet insurance premium does not require Board approval under County Policy as it is under the \$200,000 threshold. However, Board approval is required to accept the pet insurance terms and conditions that differ or are omitted from the standard County contract. The Agreement is a non-negotiable form regulated and approved by the California Department of Insurance. The non-standard and missing terms include the following:

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1. If the policy's provisions are in conflict with the statutes of the state of which the policy is issued, the provisions are amended to conform to the statutes.
 - County policy requires Board approval for any non-standard terms.
 - Potential Impact: The policy terms may be adjusted without required Board approval and subject the County to non-negotiated or agreed terms.
2. The term of the Agreement is automatically renewed annually.
 - County Policies 11-05 and 11-06SP1 do not permit indefinite term or automatically renewing contracts except for end user license agreements, software/hardware licenses and subscriptions, and master service agreements or unless approved by the Board.
 - Potential Impact: There is no end term to the Agreement and the County is indefinitely bound by the terms and conditions of the Agreement until the County gives notice of nonrenewal at any time. Upon auto renewal, Fetch Pet may change the premium, policy coverage, co-pay amounts, deductibles and policy terms and conditions. Probation will need to review any proposed policy updates before automatic renewal to ensure that the County does not become subject to terms and conditions that require Board approval.
3. There is no stated venue in the Agreement.
 - County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: Fetch Pet will underwrite this policy by an entity incorporated in Illinois. Having no express venue in the Agreement means that another county and state venue could be applied to disputes arising under this Agreement, which may result in additional expenses that exceed the amount of the Agreement.
4. The contract requires the County to fully comply with all terms and conditions of the Agreement before the County may bring an action to recover on the policy, no action may be brought prior to expiration of 60 days after written proof of loss has been furnished. The County will have three years from the time written proof of loss is required before bringing a legal action to recover on the Agreement.
 - County Policy does not require full compliance in the event of a breach by the contracting party before filing a legal action.
 - Potential Impact: If Fetch Pet breaches the Agreement, the County may still be required to comply with the policy provisions to recover and is limited to three years to bring a legal action while broader statute of limitation timeframes may apply.
5. The Agreement does not require Fetch Pet to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that Fetch Pet will be financially responsible for claims that may arise under the Agreement, which could result in expenses to the County that exceed the total Agreement amount.
6. The Agreement does not require Fetch Pet to indemnify the County, as required by County Policies 11-05 and 11-07.
 - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors or omissions of any person.

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- Potential Impact: Fetch Pet is not required to defend, indemnify or hold the County harmless from any claims, including indemnification for claims arising from Fetch Pet's negligent or intentional acts. If the County is sued for any claim based on its use of Fetch Pet's services, the County may be solely liable for the costs of defense and damages, which could exceed the total Agreement amount.

Probation recommends approval of the Fetch Pet insurance policy terms and conditions, including the non-standard terms, because purchase of the health insurance will be economically beneficial to the County in providing the ongoing and needed care to the K-9 units.

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by Probation (Thomas Kamara, Director of Probation Administration, 387-9631) on September 4, 2024; County Counsel (Maria Insixiengmay, Deputy County Counsel, 387-5455) on September 19, 2024; Purchasing (Ariel Gill, Supervising Buyer, 387-2065) on September 20, 2024; Risk Management (Victor Tordesillas, Deputy Executive Officer, 386-8623) on October 3, 2024; Finance (Iliana Rodriguez, Administrative Analyst, 387-4205) on October 31, 2024; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on October 31, 2024.

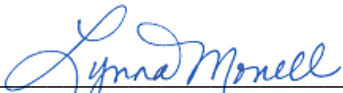
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: November 19, 2024



cc: Probation - Smith-Lacy w/agree
Contractor - c/o Probation w/agree
File - w/agree
CCM 11/27/2024