



Contract Number

21-675 A-1

SAP Number

4400018080

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Law Enforcement Medical Services, Inc.
Contractor Representative	Kris Rowney
Telephone Number	909-428-7488
Contract Term	10/01/2021 through 09/30/2026
Original Contract Amount	\$1,200,000 (Sheriff) \$495,000 (District Attorney)
Amendment Amount	\$850,000 (Sheriff) \$400,000 (District Attorney)
Total Contract Amount	\$2,945,000
Cost Center	4430001000 & 4500001000
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1

Contract No. 21-675 to provide medical evidence collection services by Law Enforcement Medical Services, Inc. to the San Bernardino County Sheriff/Coroner/Public Administrator and District Attorney is hereby amended effective October 1, 2024, as follows:

(1) Section C.50 – California Consumer Privacy Act, is hereby added as follows:

C.50 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). (Civ. 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 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).

(2) Section C.51 – Executive Order N-6-22 Russia Sanctions, is hereby added as follows:

C.51 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (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.

(3) Section C.52 – Campaign Contribution Disclosure (SB 1439), is hereby added as follows:

C.52 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.

(4) Section D. Term of Contract, is hereby replaced in its entirety with the following:

D. Term of Contract

The Contract is effective as of October 1, 2021 and expires September 30, 2026, 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.

(5) Sub-Section F.1, is hereby replaced with the following:

F.1 Fiscal Provisions

The maximum amount of payment under the Contract shall not exceed \$2,945,000, which 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.

- (6) Attachment A – Cost, referenced in Sub-Section F.2, is hereby replaced with a new Attachment A – Cost, attached hereto and incorporated herein by this reference.
- (7) Section L. Electronic Signatures, is hereby added as follows:

L. Electronic Signatures

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

(The remainder of this page intentionally left blank)

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
San Bernardino County

By _____
Deputy

Law Enforcement Medical Services, Inc.
(Print or type name of corporation, company, contractor, etc.)

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

Name _____
Kris Rowney, RN
(Print or type name of person signing contract)

Title _____
President
(Print or Type)

Dated: _____

Address _____
8285 Sierra Ave, Suite 107
Fontana, CA 92335-3550

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 – COST

PROPOSAL SUMMARY & FEE SCHEDULE:

Services Offered:

- ☒ Sexual Assault Victim & Suspect Examinations (Countywide)
- ☒ Blood Withdrawal (per service area(s) indicated below)

Service Areas for Blood Withdrawal: (check all that apply)

- ☒ East Valley (San Bernardino, Grand Terrace, Loma Linda, Highland, Yucaipa, Big Bear Lake, Twin Peaks)
- ☒ West Valley (Rancho Cucamonga, Fontana, Chino Hills)
- ☒ High Desert I (Adelanto, Apple Valley, Hesperia, Lucerne Valley, Phelan, Victorville, Victor Valley)
- ☒ High Desert II (Barstow, Baker, Trona)
- ☒ Low Desert (Morongo Basin, Joshua Tree, Twenty-Nine Palms, Yucca Valley)
- ☒ Colorado River (Needles, Parker Dam)
- ☒ West Valley Detention Center (Rancho Cucamonga)
- ☒ Central Detention Center (San Bernardino)
- ☒ Glen Helen Rehabilitation Center (Devore)
- ☒ High Desert Detention Center (Adelanto)

Fee Schedule (as applicable):

Sexual Assault Examination & Collection of Evidence:

Victim	<u>\$1,127.00</u>
Victim Dry Run	<u>\$600.00</u>
Suspect	<u>\$600.00</u>
Suspect Dry Run	<u>\$300.00</u>
Court Time	<u>\$400.00</u>

ATTACHMENT A – COST (CONTINUED)

Evidence Collection & Related Services

Blood Withdrawal	<u>\$90.00</u>
PC296	<u>\$N/A</u>
Urine Collection	<u>\$90.00</u>
Taser Dart Removal	<u>\$250.00</u>
Dry Run	<u>\$125.00</u>
Court Time	<u>\$100.00</u>
Sitting Fee (DUI Checkpoints and Sweeps)	<u>\$200.00</u>

On-Call Fees

Phlebotomy	<u>\$1,900.00</u>
Sexual Assault Response Team (SART) – Valley	<u>\$1,500.00</u>
Sexual Assault Response Team (SART) – High Desert	<u>\$ N/C</u>

Other proposed charges :

Force Blood Draw \$125.00

Taser Dry Run \$125.00

Blood Dry Run \$90.00

*Morongo Basin – Only one Tech available not 24/7

*Occasionally Needles and Parker Dam- SART and DUI's checkpoints



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: Law Enforcement Medical Services Inc
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
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):
ANN KRISTINE ROWNEY
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)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
<u>N/A</u>		

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.