

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.7
(ID # 26094)

MEETING DATE:
Tuesday, October 01, 2024

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approve the On-Call Threat Assessment Services Agreements with Aanko Technologies, Inc. and Foresight Security Consulting Inc. for a combined aggregate amount not to exceed \$900,000 for the period of October 1, 2024 to September 30, 2027, with the option to renew for an additional three (3) year period for a combined aggregate amount not to exceed \$900,000. [All Districts], [\$1,800,000 Total Aggregate Cost, additional compensation not to exceed \$140,000 - 100% Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Threat Assessment Services Agreement with Aanko Technologies, Inc. for an aggregate amount not to exceed \$450,000 for the period of October 1, 2024 through September 30, 2027, with the option to renew for an additional three (3) year period for an aggregate amount not to exceed \$450,000; and authorize the Chairman of the Board to sign the Agreement on behalf of the County.

Continued on Page 2

ACTION:Policy

Michelle Paradise
Michelle Paradise, ACEO 9/26/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: October 1, 2024
xc: E.O.

Kimberly A. Rector
Clerk of the Board

By: *Kimberly A. Rector*
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the On-Call Threat Assessment Services Agreement with Foresight Security Consulting Inc. for an aggregate amount not to exceed \$450,000 for the period of October 1, 2024 through September 30, 2027, with the option to renew for an additional three (3) year period for an aggregate amount not to exceed \$450,000; and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that a) exercise the options in the Agreements to include renewing the term and making modifications to the Scope of Services that stay within the intent of each agreement, and b) sign amendments to the compensation provisions that do not exceed seventy thousand dollars (\$70,000) through the term of each agreement.
4. Authorize the Purchasing Agent to issue purchase orders for invoices received for goods/services rendered that do not exceed the Board of Supervisor's approved amount for each Agreement; and
5. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreements to the Executive Office for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 450,000	\$ 450,000	\$ 1,800,000	\$ 0
SOURCE OF FUNDS: 100% Department Budget			Budget Adjustment:	No
			For Fiscal Year: 24/25 to 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In recent past, some departments within the County have experienced threats made against County facilities and employees. These incidents have ranged from threats directed at individual employees to damaging County property and equipment. This growing concern has underscored the urgent need to evaluate the safety and security of the County's public buildings, parking facilities, and employee workspaces.

The safety of County employees and the public is of paramount importance, and a proactive approach to threat assessment is necessary to mitigate risks and ensure a safe environment. Therefore, it is critical to engage a professional company specializing in comprehensive threat assessments and security evaluations.

To address the emerging security challenges, the County seeks to enter into an agreement with a specialized company that will provide expert threat assessment services. The proposed services will include a thorough evaluation of potential threats and vulnerabilities that could

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

compromise the safety of County facilities and employees. The scope of work will include but will not be limited to the following key elements:

- Threat Assessment of Individuals
- Facility Safety Evaluations
- Parking Lot and Layout Assessments
- Security System Evaluation
- Access Point and Emergency Exit Analysis
- Emergency Drill Protocol Development
- Background Checks and Security Protocols

It is crucial for the County to adopt a comprehensive and coordinated approach to security. The professional threat assessment services will be provided on an as-needed basis. Any County department requiring these threat assessment services can contact Aanko Technologies, Inc. or Foresight Security Consulting Inc. to begin the threat assessment process, supported by the requesting department's respective Budgeted allocations.

It is recommended that the Board of Supervisors approve the agreements with Aanko Technologies, Inc. and Foresight Security Consulting Inc. to provide the necessary threat assessment services to the County. These agreements represent a critical investment in the safety and security of our workforce and the public the County serves.

SUPPLEMENTAL:

Additional Fiscal Information

The services provided by the awarded contractors will be performed on an as-needed basis. The Department utilizing Aanko, Technologies, Inc. or Foresight Security Consulting Inc. services will use their respective budgeted allocations to fund the assessment.

Contract History and Price Reasonableness

County Purchasing, on behalf of the Executive Office, released a Request for Qualifications (RFQu EOARC-60) for Threat Assessment Services. The RFQu was advertised on Public Purchase with solicitations being sent to three hundred and seven (307) organizations. Two responses were received. The proposals were reviewed by an evaluation team consisting of personnel from the Executive Office. Each bid response was evaluated based on the criteria set forth in the RFQu: overall response to the RFQu requirements; bidder's experience and ability; requirements of the RFQu; references with demonstrated success with similar work to the Scope of Service; clarifications, exceptions, or deviations, and; credentials, resumes, licenses or certifications.

Based on the overall technical score of the bidders' responses, both Aanko Technologies, Inc. and Foresight Security Consulting Inc. have demonstrated success within the required scope of service. Based on the overall summation of the proposals submitted, it is the recommendation of the evaluation team to select both Aanko Technologies, Inc. and Foresight Security Consulting Inc. as the awarded vendors.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

ATTACHMENTS:

On-Call Threat Assessment Agreements

Meghan Hahn
Meghan Hahn, Director of Procurement 9/20/2024

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 9/26/2024

Gregg Gu
Gregg Gu, Chief of Deputy County Counsel 9/24/2024

ON-CALL THREAT ASSESSMENT SERVICES AGREEMENT

between

COUNTY OF RIVERSIDE

and

AANKO TECHNOLOGIES, INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	4
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities	9
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison.....	11
18. Notices.....	11
19. Force Majeure.....	11
20. EDD Reporting Requirements.....	11
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	15
Exhibit A-Scope of Services	19
Exhibit B- Payment Provisions	35
Attachment I-HIPAA Business Associate Attachment to the Agreement.....	36

This On-Call Threat Assessment Services Agreement (“Agreement”) is made and entered into by and between AANKO TECHNOLOGIES, INC., a California corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR’s performance under this Agreement does not operate as a release of CONTRACTOR’s responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective October 1, 2024, (“Effective Date”) and continues in effect to September 30, 2027, with the option to renew for three (3) years, by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed four hundred fifty thousand dollars (\$450,000) for the period of October 1, 2024 to September 30, 2027 including all expenses. Maximum payments by COUNTY to CONTRACTOR for the optional renewal period of October 1, 2027 to September 30, 2030 shall not exceed four hundred fifty thousand dollars (\$450,000) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the address as listed on the purchase order from COUNTY department requesting services.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (EOARC-001013); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 If notice of termination or expiration includes a close-out period, CONTRACTOR agrees to:

- a) Provide, in a timely manner, all files and information deemed necessary by COUNTY for use in subsequent contracting activities without additional cost to the County or the new Contractor(s), and
- b) Cooperate with COUNTY during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside County.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and

all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County.

It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or

authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Executive Office
Attn: EO Public Safety Analyst
4080 Lemon St. 4th Floor
Riverside, CA 92501

and

Purchasing & Fleet Services Department
Attn: Executive Office Procurement Contract Specialist
3450 14th St. Ste 420
Riverside, CA 92501

CONTRACTOR

Aanko Technologies, Inc.
Attn: Steve Longoria
1320 B South Main St., Ste 191
Salinas, CA 93901

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment

Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a

claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.

E. Cyber Liability

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all

attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(Signature Page Follows)


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chair
Board of Supervisors

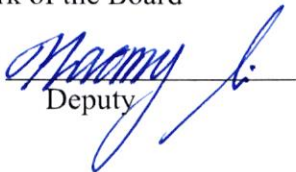
Dated: 10/01/2024

AANKO TECHNOLOGIES, INC., a California corporation

By: 
Steve Longoria (Sep 5, 2024 16:16 PDT)
Steve Longoria
Chief Executive Officer

Dated: 09/05/2024

ATTEST:
Kimberly A Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh Tran
County Counsel

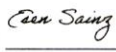
By: 
Esen Sainz
Deputy County Counsel

EXHIBIT A SCOPE OF SERVICES

The CONTRACTOR shall provide COUNTY On-Call Threat Assessment Services on an as needed basis in the following areas:

1. Service Requirements

- 1.1 Pre-Assessment of existing COUNTY facilities: CONTRACTOR's Pre-Assessment of existing facilities shall include, but not limited to:
 - 1.1.1 **Building Layout and Perimeter**
 - 1.1.1.1 **Site Analysis:** Evaluate the location of the building in relation to potential security threats and emergency response access.
 - 1.1.1.2 **Perimeter Security:** Examine the physical barriers and access control measures, such as fences, gates, bollards, and security checkpoints.
 - 1.1.1.3 **Entrance Design:** Assess the placement and design of entrances to control access points effectively.
 - 1.1.1.4 **Parking and Vehicle Access:** Evaluate the parking layout and access for security vehicles and emergency services.
 - 1.1.1.5 **Landscaping:** Ensure landscaping doesn't provide hiding spots for potential threats.
 - 1.1.2 **Building Envelope**
 - 1.1.2.1 **Materials:** Evaluate the construction materials for durability, resistance to attacks, and protection against natural elements.
 - 1.1.2.2 **Windows and Doors:** Examine the type of windows (blast-resistant, shatterproof, etc.) and doors (reinforced, access-controlled) for security.
 - 1.1.2.3 **Exterior Lighting:** Assess lighting for visibility and security at night.
 - 1.1.3 **Building Interior**
 - 1.1.3.1 **Access Control:** Review the access control system to prevent unauthorized entry and limit access to sensitive areas.
 - 1.1.3.2 **CCTV and Surveillance:** Evaluate the surveillance system for comprehensive coverage.
 - 1.1.3.3 **Intrusion Detection:** Check for intrusion detection systems that alert security personnel to breaches.
 - 1.1.3.4 **Fire Protection:** Ensure fire safety measures are in place, including sprinklers, alarms, and fire-rated materials.
 - 1.1.3.5 **HVAC Systems:** Assess the HVAC systems for air quality, control, and resistance to tampering.
 - 1.1.3.6 **Communication Systems:** Evaluate communication systems for redundancy and reliability.
 - 1.1.3.7 **Emergency Power:** Ensure backup power sources are available for essential systems during outages.
 - 1.1.4 **Fenestration Systems**
 - 1.1.4.1 **Windows:** Assess window placement and size in relation to security and natural lighting requirements.
 - 1.1.4.2 **Window Protection:** Evaluate whether windows are reinforced or equipped with security film.
 - 1.1.4.3 **Window Blinds/Coverings:** Ensure the ability to control visibility from both inside and outside the building.
 - 1.1.5 **Floorplans**
 - 1.1.5.1 **Layout and Flow:** Review floorplans for efficient circulation and organization of spaces.

- 1.1.5.2 **Evacuation Routes:** Identify primary and secondary evacuation routes, ensuring they are well- marked and accessible.
- 1.1.5.3 **Emergency Exits:** Verify the placement and functionality of emergency exits, including panic hardware.
- 1.1.5.4 **Safe Areas:** Identify secure areas where occupants can shelter during emergencies.
- 1.1.6 **Evacuation Planning**
 - 1.1.6.1 **Emergency Drills:** Ensure regular evacuation drills are conducted to familiarize occupants with evacuation routes.
 - 1.1.6.2 **Signage:** Confirm that evacuation signage is clear, well-lit, and compliant with safety standards.
 - 1.1.6.3 **Assembly Areas:** Designate assembly areas away from the building for accountability and safety during evacuations.
- 1.1.7 **Compliance and Regulations**
 - 1.1.7.1 **Local Codes:** Ensure the building design complies with local building codes and regulations.
 - 1.1.7.2 **Accessibility:** Verify compliance with accessibility standards to accommodate people with disabilities
 - 1.1.7.3 **Security Standards:** Align the building's security features with applicable government security standards.
- 1.1.8 **Vulnerability Assessment**
 - 1.1.8.1 **Threat Assessment:** Consider potential threats and conduct vulnerability assessments to address weaknesses.
- 1.1.9 **Regular Assessments**
 - 1.1.9.1 CONTRACTOR shall perform regular assessments of COUNTY facilities to ensure the safety of employees and the general public and consult with security experts and relevant authorities to create and maintain a secure and functional facility.
- 1.2 **Background Checks:** CONTRACTOR shall conduct Department of Justice background checks within the State of California using the below steps.
 - 1.2.1 Obtain Authorization by written consent from the individual being background checked.
 - 1.2.2 Complete Required Forms (such as "Request for Live Scan Service" form BCII 8016)
 - 1.2.3 Conduct the fingerprinting and ensure the BCII 8016 form is submitted to California DOJ, who will process the background check and return the results. CONTRACTOR shall then provide the results to the COUNTY and maintain the records.
- 1.3 **Current Levels of Security:** CONTRACTOR shall assess security measures as noted below
 - 1.3.1 **Security Screening**
 - 1.3.1.1 **Visitor Screening:** Evaluate the visitor screening process, including identification checks, visitor logs, and the use of metal detectors or X-ray scanners where appropriate
 - 1.3.1.2 **Employee Screening:** Review employee background checks and access control measures for sensitive areas.
 - 1.3.1.3 **Baggage Screening:** Check if bags and packages are screened for prohibited items.
 - 1.3.1.4 **Policy Compliance:** Ensure that screening procedures align with government security policies and standards.
 - 1.3.2 **Badge Access**
 - 1.3.2.1 **Access Control System:** Examine the access control system for staff and visitors, including badge issuance and revocation procedures.

- 1.3.2.2 **Badge Verification:** Verify if badges are required for entry and assess the effectiveness of badge verification at access points.
- 1.3.2.3 **Access Levels:** Review the appropriateness of access levels assigned to employees and visitors.
- 1.3.2.4 **Lost or Stolen Badges:** Evaluate procedures for reporting and handling lost or stolen badges.
- 1.3.3 **Video with Audio Surveillance**
 - 1.3.3.1 **Surveillance Coverage:** Assess the coverage of surveillance cameras inside and outside the building, including parking areas, entryways, and critical areas.
 - 1.3.3.2 **Camera Functionality:** Ensure that surveillance cameras function correctly and have clear visibility.
 - 1.3.3.3 **Recording and Storage:** Review the recording and storage capabilities of surveillance systems.
 - 1.3.3.4 **Audio Surveillance:** Verify if audio surveillance is in place where necessary, such as in sensitive areas or interview rooms.
 - 1.3.3.5 **Data Retention:** Ensure compliance with data retention policies and privacy regulations.
- 1.3.4 **Security Services**
 - 1.3.4.1 **Security Personnel:** Evaluate the presence and training of security personnel, including their responsiveness and communication skills.
 - 1.3.4.2 **Incident Response:** Assess the effectiveness of security incident response protocols, including communication and coordination with law enforcement.
 - 1.3.4.3 **Emergency Drills:** Ensure that security personnel are trained in emergency response and conduct regular drills.
 - 1.3.4.4 **Visitor Guidance:** Evaluate the assistance provided to visitors in navigating the building and understanding security procedures.
- 1.3.5 **Site Perimeter**
 - 1.3.5.1 **Physical Barriers:** Examine the effectiveness of physical barriers, such as fences, walls, and vehicle barricades.
 - 1.3.5.2 **Perimeter Access Control:** Verify access control measures at the site perimeter, including vehicle and pedestrian access points.
 - 1.3.5.3 **Patrols and Monitoring:** Assess security patrols and monitoring of the site perimeter, especially during non-business hours.
- 1.3.6 **Parking Areas**
 - 1.3.6.1 **Vehicle Screening:** Evaluate measures for screening vehicles entering parking areas, especially those in close proximity to the building.
 - 1.3.6.2 **Lighting:** Ensure that parking areas are well-lit for visibility and security.
 - 1.3.6.3 **Security Personnel Presence:** Assess the presence of security personnel in parking areas.
- 1.3.7 **Building Envelope and Entryways**
 - 1.3.7.1 **Door and Windows:** Examine the security of doors and windows at entry points for potential vulnerabilities.
 - 1.3.7.2 **Access Points:** Confirm the control and monitoring of entryways, including card readers, biometric access, or other technologies.
 - 1.3.7.3 **Visitor Waiting Areas:** Assess the design and security of visitor waiting areas near entryways.
- 1.3.8 **Building Interior and Controlled Access Areas**
 - 1.3.8.1 **Access Control:** Review access control within the building, including security checkpoints, turnstiles, or other controlled access points.
 - 1.3.8.2 **Visitor Escort Policies:** Evaluate policies for escorting visitors in controlled access areas.
 - 1.3.8.3 **Emergency Response:** Ensure that security measures also account for emergency

evacuations and response within the building.

1.3.9 CONTRACTOR shall also review compliance with government security regulations and industry best practices.

1.4 **Review known threats:** CONTRACTOR shall review known threats and previous instances of relevant criminal activity toward COUNTY staff and/or facilities by gathering and analyzing information effectively from a variety of internal and external sources, including:

1.4.1 **Collecting Incident Reports:** CONTRACTOR shall obtain access to incident reports and security records related to the COUNTY facility in question. These may include reports filed by security personnel, law enforcement agencies, or the facility's management. CONTRACTOR shall then carefully review incident records, paying attention to the date, time, location, nature of the incident, and any patterns or trends that emerge.

1.4.2 **Reviewing Past Threat Assessments:** If available, CONTRACTOR shall review any previous threat assessments conducted for the COUNTY facility. These assessments may contain valuable information about known threats.

1.4.3 **Identifying Relevant Threats:** CONTRACTOR shall start with the initial reason the assessment was needed which shall be accomplished from first-person interviews, crime analysis, or existing threat vectors (the means or tactics used by an attacker).

1.4.4 **Categorizing Threats:** Categorize known threats and criminal activities into relevant groups, such as terrorism, vandalism, cyberattacks, theft, protests, or workplace violence.

1.4.5 **Assessing Severity:** Evaluate the severity of each identified threat by considering factors like the potential harm it poses, the likelihood of occurrence, and its proximity to the COUNTY facility.

1.4.6 **Identifying Incident Locations:** Mapping out the locations of past incidents to identify any patterns of criminal activity in or around the COUNTY facility.

1.4.7 **Identifying Threat Sources:** Determining the sources of threats, whether they are local activist groups, extremist organizations, disgruntled employees, or other entities.

1.4.8 **Motivations:** Analyzing the motivations behind the threats or criminal activities, as understanding the underlying reasons can help tailor security measures.

1.4.9 **Evaluating Existing Security Measures:**

1.4.9.1 CONTRACTOR shall review incident response protocols and assess how well they were executed during past incidents and review legal requirements to ensure security measures and responses comply with applicable laws and regulations, including privacy and human rights considerations.

1.4.9.2 CONTRACTOR shall interview key personnel involved in security management, law enforcement liaisons, and government employees who have knowledge of past incidents or threats. CONTRACTOR shall incorporate the findings from the review of known threats and past incidents into the overall threat assessment and adjust threat profiles and risk assessments accordingly.

1.4.9.3 Based on the analysis, recommend security enhancements, updates to policies and procedures, and the implementation of preventive measures to mitigate known threats. This shall include ensuring that a COUNTY facility has well-defined emergency response plans tailored to the types of threats identified and that employees are trained and aware by recommending training programs to educate staff about recognizing and responding to potential threats and security incidents. CONTRACTOR shall stress the importance of continuous monitoring, communication and coordination with law enforcement agencies and intelligence sources to stay informed about emerging threats, and regular reviews of known threats and incidents to adapt security measures as needed.

- 1.5 Detect/Determine Possible Exposures:** CONTRACTOR'S security consultants shall employ a systematic approach to detect and determine possible staff and visitor exposures to security threats at a COUNTY facility, including assessing the site perimeter, parking area, building envelope, and building interior. CONTRACTOR'S step-by-step process shall include:
- 1.5.1 Gather Information:**
 - 1.5.1.1 Review Existing Security Documentation:** Begin by examining any existing security plans, policies, and incident reports related to the COUNTY facility.
 - 1.5.1.2 Interview Stakeholders:** Interview key personnel, including building management, security staff, and employees, to gather insights into current security concerns and incidents.
 - 1.5.2 Threat Assessment:**
 - 1.5.2.1 Identify Potential Threats:** Conduct a threat assessment to identify the range of security threats that may affect the COUNTY facility and its occupants. This can include natural disasters, vandalism, theft, terrorism, and other potential risks.
 - 1.5.2.2 Assess Threat Security:** Evaluate the severity and potential impact of each identified threat. Consider factors like frequency, proximity, and potential consequences.
 - 1.5.3 Vulnerability Assessment:**
 - 1.5.3.1 Site Walkthrough:** Physically inspect the site, including the perimeter, parking areas, building envelope, and interior spaces, to identify vulnerabilities or weak points.
 - 1.5.3.2 Access Points:** Evaluate access points, including doors, gates, and windows, for potential weaknesses.
 - 1.5.3.3 Physical Security Measures:** Review existing physical security measures such as barriers, fencing, lighting, and surveillance systems.
 - 1.5.3.4 Security Policies:** Analyze the effectiveness of security policies and procedures in place.
 - 1.5.4 Risk Assessment:**
 - 1.5.4.1 Risk Matrix:** Create a risk matrix that combines the identified threats and vulnerabilities to prioritize security risks.
 - 1.5.4.2 Risk Mitigation:** Propose specific mitigation strategies and countermeasures for high-priority risks.
 - 1.5.5 Physical Barriers:**
 - 1.5.5.1 Physical Barriers:** Assess the effectiveness of physical barriers like fences, walls, and access control points.
 - 1.5.5.2 Access Control:** Evaluate access control measures at the site perimeter, including the use of gates, security personnel, and visitor screening.
 - 1.5.6 Parking Areas:**
 - 1.5.6.1 Vehicle Screening:** Review the process for screening vehicles entering the parking area.
 - 1.5.6.2 Lighting:** Evaluate the adequacy of lighting in parking areas for visibility and security.
 - 1.5.6.3 Security Patrols:** Assess the presence and effectiveness of security patrols in parking areas.
 - 1.5.7 Building Envelope:**
 - 1.5.7.1 Doors and Windows:** Inspect the security of doors and windows at entry points for potential vulnerabilities.
 - 1.5.7.2 Access Control:** Verify the control and monitoring of entryways, including card readers and other access control systems.
 - 1.5.7.3 Surveillance:** Evaluate the placement and coverage of surveillance cameras on the COUNTY facility envelope.
 - 1.5.8 Building Interior:**
 - 1.5.8.1 Access Control:** Review access control within the COUNTY facility, including security checkpoints, turnstiles, and controlled access points.
 - 1.5.8.2 Visitor Escort Policies:** Assess policies for escorting visitors in controlled access areas.

1.5.8.3 **Emergency Response:** Ensure that security measures also account for emergency evacuations and response within the COUNTY facility.

1.5.9 Security Policies and Procedures:

1.5.9.1 **Review and Recommend Updates:** Examine existing security policies and procedures and recommend updates to enhance security measures.

1.5.10 Security Awareness and Training:

1.5.10.1 **Employee Training:** Assess the effectiveness of security awareness training for employees and recommend improvements if necessary.

1.5.11 Report and Recommendation:

1.5.11.1 Prepare a comprehensive security assessment report that includes findings, risk assessments, vulnerabilities, and recommended security enhancements.

1.5.11.2 Prioritize recommendations based on the level of risk and potential impact.

1.5.11.3 Provide a roadmap for implementing security improvements and enhancements.

1.5.12 Continuous Monitoring and Review

1.5.12.1 Emphasize the importance of continuous monitoring and periodic security reviews to adapt to evolving threats and vulnerabilities.

1.6 Deliverables

CONTRACTOR shall analyze all the assessment information and provide a written report that captures our findings relating to the situation evaluated. Based off the findings, CONTRACTOR shall make recommendations as noted below:

1.6.1 Identify external and internal threats

1.6.1.1 CONTRACTOR shall conduct Security Threat and Vulnerability Assessments to identify, analyze, and evaluate potential threats from internal and external sources, such as natural disasters, terrorist attacks, cyber threats, and workplace violence. External threat identification includes implementing strict visitor management protocols, requiring identification and registration for all visitors, and perimeter security with access control measures like gates, fences, and security checkpoints. Internal threat identification also includes background checks and regularly monitoring access to sensitive information or high-security areas.

1.6.1.2 CONTRACTOR shall also identify weak points in the physical and cyber security layers of a COUNTY building, such as entry points, fences, or security cameras, or human targets, such as lack of situational awareness, travel pattern complacency and lack of threat recognition.

1.6.2 Create corrective action/prevention plan to reduce risks (early intervention tactics)

1.6.2.1 Developing the corrective action/prevention plan to reduce risks also involves a systematic approach to identifying potential threats, assessing vulnerabilities, and implementing proactive measures to mitigate those risks. These measures shall include a risk assessment, prioritizing identified risks based on their likelihood and potential impact on the organization, establishing goals of the corrective action/prevention plan to reduce those prioritized risks, and creating measurable objectives for goal attainment. It then shall include establishing a multidisciplinary team and achievable budget to carry out those objectives. Part of this process is the Governance process to create or update the policies, plans, and procedures (3Ps) to set the foundation for goal achievement and establish an operationalized safety culture across the organization. This is followed by proactive physical and cyber security measures and the associated employee and supervisory training to carry out the 3Ps and ensure compliance with safety and security objectives, including emergency preparedness drills and exercises. Finally, the budgetary process implements risk reduction measures through COUNTY facility physical security and information technology capital improvements.

1.6.3 Provide recommendations for specific levels of security

1.6.3.1 CONTRACTOR shall provide proven industry best practice and peer-established safety,

security, and emergency management recommendations throughout all of our engagements, based upon sound risk reduction measures for each level of security which include Federal Department of Homeland Security, CalOES, CalOSHA, and ASIS recommendations, as well as peer-reviewed behavioral threat assessment risk reduction guidance.

1.6.4 Create and conduct training programs for staff (i.e., active shooter training, cyber security, self-defense)

1.6.4.1 Based on the report recommendations CONTRACTOR shall create and conduct all necessary safety and security training programs for staff. This shall include a training needs assessment, and in-classroom learning materials with adult learning modalities (video, audio, PowerPoint Slides, Role Play Scenarios, etc.), and facilitator notes. CONTRACTOR also has the ability to create online or Articulate Storyline 360 or Storyline 3rd Edition eLearning modules for use with the County's Learning Management System (LMS).

1.6.5 End of Year Summary Report

1.6.5.1 CONTRACTOR shall provide End of Year Summary Report identifying all of the assessments and training programs developed and conducted. As part of the Summary Report, CONTRACTOR shall create a Summary Report Template in coordination with the COUNTY to capture critical trend information and provide analysis of what was achieved for the year (reports completed, training completed, number of trainees, crime trends down as a result of assessments and/or training, continuing risks, etc.)

2. Security and Risk Assessment

2.1 CONTRACTOR shall take the following steps to evaluate an incident and conduct a security or risk assessment.

2.1.1 Incident Evaluation

2.1.1.1 Initial Assessment

- a. Quickly assess the situation to determine the nature of the incident, its location, and the involved parties.
- b. Ensure the safety of individuals and take immediate actions to mitigate any immediate threats

2.1.1.2 Incident Reporting

- a. Document the incident in detail, including the date, time, location, individuals involved, witnesses, and a description of what occurred.
- b. Gather any available evidence, such as photographs, videos, or physical evidence related to the incident.

2.1.1.3 Incident Classification

- a. Classify the incident based on its nature (e.g., security breach, natural disaster, cyberattack, workplace violence) to understand the specific risks and implications.

2.1.1.4 Chain of Events

- a. Construct a chronological timeline of events leading up to and following the incident to identify critical stages and contributing factors.

2.1.1.5 Impact Assessment

- a. Evaluate the impact of the incident on people, property, operations, reputation, and compliance with relevant regulations.

2.1.2 Security or Risk Assessment

2.1.2.1 Threat and Vulnerability Analysis

- a. Identify potential threats or hazards that could lead to incidents similar to the one being assessed.
- b. Assess vulnerabilities within the organization's infrastructure, policies, procedures, and personnel.

2.1.2.2 Asset Identification

- a. Identify critical assets, including personnel, physical assets (buildings, equipment), information, and intellectual property, which could be affected by incidents or security breaches.

2.1.2.3 Risk Matrix

- a. Create a risk matrix that combines the likelihood and impact of potential risks to prioritize them.
- b. Assess the residual risks after considering existing security measures and safeguards.

2.1.2.4 Mitigation Strategies

- a. Develop or update security measures, policies, and procedures to mitigate identified risks.
- b. Consider physical security enhancements, cybersecurity measures, personnel training, and emergency response plans.

2.1.2.5 Compliance and Regulatory Assessment

- a. Ensure that security measures and risk mitigation strategies align with relevant laws, regulations, and industry standards.

2.1.2.6 Contingency Planning

- a. Develop contingency plans that outline how the organization shall respond to and recover from incidents.
- b. Include communication plans, incident response teams, and business continuity strategies.

2.1.2.7 Security and Risk Documentation

- a. Document the findings, risk assessments, and security measures in a comprehensive report.
- b. Provide recommendations for risk mitigation and security improvements.

2.1.2.8 Implementation and Monitoring

- a. Implement the recommended security measures and regularly monitor their effectiveness.
- b. Establish a process for ongoing risk assessments and adjustments to security protocols as needed.

2.1.2.9 Training and Awareness

- a. Train personnel on security protocols and emergency response procedures.
- b. Foster a culture of security awareness throughout the organization.

2.1.2.10 Reporting and Communication

- a. Communicate the findings and recommendations to relevant stakeholders, including management, employees, and external partners.

2.2 Active Threat Identification: CONTRACTOR shall concern itself with the below areas:**2.2.2 Direct Threat**

- 2.2.2.1 A direct threat is a specific, clear, and explicit expression of intent to cause harm or engage in unlawful activities. It leaves little doubt about the threatener's intentions and may include explicit details about the harm they plan to inflict. Direct threats are typically straightforward and unambiguous.

2.2.3 Indirect Threat

- 2.2.3.1 An indirect threat is a communication or behavior that implies a potential threat without explicitly stating the intent to cause harm. Indirect threats may involve vague or unclear language, making it challenging to determine the exact nature of the threat. These threats often require careful evaluation and context to assess their seriousness.

2.2.4 Veiled Threat

- 2.2.4.1 A veiled threat is a type of indirect threat that is concealed or disguised through subtle language or insinuations. It is not openly expressed but is intended to convey a message of potential harm or negative consequences. Veiled threats often rely on implications, leaving room for

interpretation.

2.2.5 **Conditional Threat**

2.2.5.1 A conditional threat is contingent upon certain conditions or events. It suggests that harm or negative consequences will occur if specific criteria are met. Conditional threats often involve an "if-then" scenario, outlining the conditions that would trigger the threatener's actions.

2.2.6 **Self-Harm Threat**

2.2.6.1 A self-harm threat, also known as a suicidal threat, is a statement or indication by an individual that they intend to harm themselves physically or take their own life. These threats are serious and require immediate attention and intervention to ensure the individual's safety and well-being.

2.2.7 CONTRACTOR shall take all types of threats seriously and assesses them carefully to determine their credibility and potential risk. CONTRACTOR shall work with response partners and stakeholders throughout each and every threat identification validation and follow existing threat protocols (or help build them) to protect COUNTY staff and members of the general public.

2.3 **Warning Signs/Risk Factors:** CONTRACTOR shall conduct an assessment for employees and/or general public in the following ways:

2.3.2 **Discussion of Weapons or bringing them to work or county facility**

2.3.2.1 CONTRACTOR shall work with stakeholders to assess the current situation and determine if the 3Ps are in existence (Policies-Plans-Procedures) on this issue. CONTRACTOR shall review or create these 3Ps to ensure the COUNTY has clear policies in place regarding workplace violence, including discussing or bringing weapons. CONTRACTOR shall accomplish these reviews or 3Ps creations in a number of government agencies. CONTRACTOR shall then assist in creating a security awareness training program and conducting regular training sessions for employees and supervisors to recognize warning signs and understand the importance of reporting any concerns. CONTRACTOR shall assist in promoting awareness through the use of posters, email newsletters, and tailgate (5 minute) meeting job aids for supervisors and employees to reinforce the importance of a safe work environment and reporting of any suspicious behavior.

2.3.3 **Displaying overt signs of stress, resentment, or anger**

2.3.3.1 CONTRACTOR shall work with COUNTY and Department leadership to encourage communication through active listening and training supervisors and employees to actively listen when someone expresses overt signs of stress, resentment, or anger or concerns thereof. Sometimes, people just need to vent and feel heard. In this case, CONTRACTOR shall also provide training in conflict resolution techniques to address issues before they escalate. CONTRACTOR shall also conduct training for supervisors to be aware and vigilant about sudden behavioral changes, increased irritability, withdrawal from social activities, or decreased productivity. If the situation involves an employee, CONTRACTOR shall consult HR for guidance on handling the situation and ensuring legal compliance with the COUNTY or Department's 3Ps. If the situation escalates or poses a significant risk, CONTRACTOR shall involve higher management or security personnel. Part of the supportive mechanisms involving HR and senior management include Employee Assistance Programs (EAP) services, which can provide counseling and support for employees dealing with stress, resentment, or anger., as well as HR providing information about local mental health resources, hotlines, and counseling services.

2.3.4 **History of threats or aggression**

2.3.4.1 CONTRACTOR shall work closely with Human Resources, internal security teams, and legal experts to handle these situations effectively and responsibly through conduct of a threat assessment that involves review of past incidents, documented information of previous behaviors in context, including identifying potential triggers that might provoke aggressive behavior, such

as disciplinary actions or personal stressors.

2.3.4.2 CONTRACTOR shall collect all available records related to the individual, including Human Resources files, incident reports, performance evaluations, and any previous threat-related incidents, and interview witnesses and coworkers who have observed the concerning behavior, then document their statements. From there CONTRACTOR shall conduct a Risk Assessment and assess the severity of the threats made, the specificity of the threats, and the individual's capability and intent to carry them out.

2.3.5 Irrational or inappropriate behavior

2.3.5.1 As part of a comprehensive Risk Assessment, CONTRACTOR shall work with Human Resources and legal to assess the individual up to and including interviewing the individual (if an employee) to understand their perspective and assess their demeanor and attitude. Whether a COUNTY Employee or a member of the public, CONTRACTOR shall work with internal Threat Assessment Teams to develop a Safety Plan based on the assessment, including implementing safety measures such as restricting access, security escorts, or changes in work arrangements. Within the Safety Plan, CONTRACTOR shall create a communication plan to inform affected employees or departments about the safety measures without breaching confidentiality. The Safety Plan shall include implementing Interventions such as offering counseling and support services through HR or an external entity, addressing any mental health concerns or personal issues, or internal training and coaching on appropriate workplace behavior and conflict resolution. The Safety Plan shall include regular reviews and modifications as needed based on the individual's behavior and cooperation, including schedule regular check-ins with the individual.

2.3.6 Identified Target

2.3.6.1 If the CONTRACTOR's assessment deems that the individual has identified a target, CONTRACTOR shall review safety measures with active involvement of Legal, Law Enforcement and Human Resources personnel. The legal experts shall ensure that all actions taken are in compliance with labor laws and regulations, while Human Resources guidance ensures the Safety Plan actions align with COUNTY and Department Human Resources policies and procedures. If the individual continues to pose a threat, CONTRACTOR shall coordinate with the COUNTY and Department involved to be prepared to take appropriate disciplinary actions, which may include termination of employment. In certain cases, involving law enforcement or pursuing legal actions such as restraining orders might be necessary.

2.3.7 Access to facility or target

2.3.7.1 If an individual has been identified as a threat, CONTRACTOR shall work with the COUNTY and Department to limit or remove their access to a facility or target. CONTRACTOR shall review security protocols and identify all points of access the individual has to the facility or target. CONTRACTOR shall evaluate existing security protocols, including access control systems, surveillance cameras, and security personnel in an effort to restrict access, including immediately deactivating access cards, keys, or any other means the individual might use to enter the premises if necessary, and informing security personnel about the situation and provide them with the individual's description and photograph. CONTRACTOR shall also recommend or implement security escorts for employees and visitors who might be targeted or feel unsafe. CONTRACTOR shall brief frontline staff about the situation without violating the individual's privacy rights. CONTRACTOR shall train staff to recognize the individual and report any sightings promptly. If the threat is severe, CONTRACTOR shall also work with the COUNTY and Departments to file a police report and provide law enforcement with all necessary information or consult with legal experts about obtaining a restraining order to legally prevent the individual from approaching the facility or specific individuals.

2.3.8 Stressful changes in personal life

- 2.3.8.1 CONTRACTOR's assessment shall seek to obtain information through active listening to identify an individual's stressful changes and concerns without interrupting and express understanding and empathy for their situation without judgment. CONTRACTOR shall work with department supervisors to enable a supportive open-door policy with confidentiality, encourage them to confidentially speak to a supervisor if they need to discuss their concerns. For the Supervisors and employees, training shall be conducted to make them aware of self-help work-life balance issues such as encouraging employees to take breaks, use their vacation days, and maintain physical and mental health through activities such as exercise, meditation, or counseling that can help manage stress. This awareness shall also include sharing the availability of EAP services, which often provide counseling and support for personal issues, as well as community resource information about local support groups, counseling services, or helplines that they can access.
- 2.3.8.2 After a situation is resolved, CONTRACTOR shall conduct a post-incident review to evaluate the effectiveness of the threat assessment process and identify areas for improvement.

2.4 Determine Threat Level of Incident

2.4.2 Low Risk

- 2.4.2.1 CONTRACTOR shall look at the nature of the threat and the individual's general statements expressing frustration or anger without specific threats. CONTRACTOR shall also consider the Credibility of the Source. Such as if the threat comes from a known individual who has no history of violent behavior, or an unreliable source, if the source has a history of making false claims or exaggerations. CONTRACTOR shall also look at the context and circumstances such as if the incident is isolated and not part of a pattern of threatening behavior and if the threat(s) that lack specific details about the time, place, or method of attack.

2.4.3 Moderate Risk

- 2.4.3.1 CONTRACTOR shall consider several key factors to make an informed judgment. If the threat is specific or has clarity, indicating details about the time, place, or method of attack, it may elevate the risk level. If the threat comes from a known individual with a history of making threats, it shall be considered a moderate risk. CONTRACTOR shall also consider the individual's reputation and whether they are known for being confrontational or aggressive, as well as if the threat is part of a pattern of threatening behavior, compared to an isolated incident. Another area the CONTRACTOR shall look at is the motivating factors that initiated the threat, such as if it is related to a specific grievance or conflict. When the CONTRACTOR shall interview the subject, we also look at their behaviors, such as defiant, resistant, or non-compliance with de-escalation efforts or security measures.

- 2.4.3.2 At this level of Risk, CONTRACTOR shall look at existing security protocols in place and begin an active Safety Plan protocol.

2.4.4 High Risk

- 2.4.4.1 During a High-Risk event, CONTRACTOR shall continuously assess the threat level and analyze any available intelligence or information related to the threat to understand the motives and potential risks involved. CONTRACTOR shall work with the Departments to engage local law enforcement immediately to report the threat and provide them with all available information, including the nature of the threat, any known details, and the location. CONTRACTOR shall activate the Crisis Management Team (CMT) who was previously identified and trained through our 3Ps model, to coordinate the internal response efforts, including communication, security, and support services. CONTRACTOR shall designate a spokesperson from the CMT to communicate with the media and employees, ensuring a consistent and accurate message. CONTRACTOR shall notify all employees about the threat and provide clear instructions on the actions they should take. If the threat involves external parties, such as clients or partners, inform them about the situation

and any impact on services or operations. CONTRACTOR shall work with the departments to implement strict security measures and enhanced security protocols, including increased surveillance, access control, and the presence of armed security personnel if prudent. CONTRACTOR may also initiate search procedures with the armed security personnel to ensure there are no unauthorized individuals or suspicious items. Within the High-Risk evaluation, CONTRACTOR shall also take direction from Law Enforcement based on the nature of the situation.

2.4.5 Imminent Risk

2.4.5.1 Under imminent risk, CONTRACTOR shall confer with the CMT and Law Enforcement and emplace all security protocols based on the County and Department 3Ps (Policies, Plans, Procedures). Additionally, under direction of law enforcement, CONTRACTOR shall also implement additional security measures, such as initiating an evacuation of the premises, Shelter-in-Place (if evacuation is not safe), away from windows and doors or implementing lockdown procedures if the threat is inside the facility, securing all entry points and keeping everyone in locked rooms. It is expected that CONTRACTOR shall have previously conducted this type of training within the Departments to enable active employee involvement in their own safety. Post incident processes shall include employee reunification, and post-traumatic stress counseling.

2.5 Discuss with stakeholders' path forward to preventative steps.

- 2.5.1 CONTRACTOR shall encourage fostering a culture of respect, tolerance, and understanding among employees with open communication between management and employees, providing a platform for addressing concerns and grievances.
- 2.5.2 CONTRACTOR shall highly encourage establishing clear Policies, Plans and Procedures that provide the solid foundation for the safety and security of county employees, the public and government facilities.
- 2.5.3 CONTRACTOR shall highly encourage implementing comprehensive hiring practices with thorough background checks and screening for behavioral Issues, including behavioral assessments during the hiring process to identify potential red flags.
- 2.5.4 CONTRACTOR shall highly encourage training and awareness programs such as Behavioral Awareness and Conflict Resolution Training, De-Escalation Training, Workplace Violence Prevention Training, and Active Assailant/Active Shooter training for all employees. In addition, CONTRACTOR shall recommend stand up of a Threat Assessment Team (TET) and Crisis Management Team, and initial and advanced TET and CMT Training. CONTRACTOR shall also encourage establishing Peer Support and Intervention Programs where employees can talk to colleagues they trust about their concerns and training employees on how to intervene safely and effectively when they witness concerning behavior among their colleagues.
- 2.5.5 CONTRACTOR shall highly encourage regularly reviewing and updating the 3Ps (policies, plans, procedures) to adapt to changing situations and risks. This includes providing regular refresher training to employees and supervisors regarding workplace safety and dealing with aggressive behavior.
- 2.5.6 CONTRACTOR shall highly encourage promoting Mental Health and Well-Being through Employee Assistance Programs (EAP) and Work-Life Balance that reduce stressors that might contribute to aggressive or threatening behavior.
- 2.5.7 CONTRACTOR shall highly encourage regular threat assessments with your established threat assessment team comprising Human Resources professionals, security experts such as the CONTRACTOR, and mental health professionals, especially in response to specific incidents or concerns.
- 2.5.8 CONTRACTOR shall highly encourage physical security assessments and security measures best

practice validations. This includes Access Control, Video Surveillance, Emergency Preparedness and Recovery Plans, conduct regular emergency drills to ensure employees know evacuation routes and procedures, and establishing clear communication protocols for emergencies, including how to disseminate information to employees. These assessments shall aid in identifying vulnerabilities and implementing improvements throughout the COUNTY.

- 2.5.9 By implementing these preventive measures, the COUNTY and its Departments shall create a safer and more supportive work environment, reducing the risk of high-risk behavioral threats and promoting the well-being of their employees.

2.6 Create Action Plan

- 2.6.1 CONTRACTOR shall build a multi-year Integrated Preparedness Plans (IPPs) that encompass safety, security and emergency management action planning that includes needs, threat and security assessments, policies, plans and procedures development, security improvements, staff training, and drills and exercises.

2.7 Conduct Training for staff and/or relevant security personnel

- 2.7.1 CONTRACTOR shall design, develop, and facilitate classroom, virtual and eLearning training programs for employees, supervisors, and senior executive management for government organizations. This shall include behavioral assessment, security assessment, security awareness, De-Escalation Techniques, Workplace Violence Prevention, Active Assailant/Active Shooter, Threat Management Teams, Crisis Management Teams, Building Evacuations, Shelter-in-Place and Lockdowns, and Emergency Operations Center (EOC) training.

2.8 Active Threat Assessment

2.8.1 In-depth assessment

2.8.1.1 Activate Security and Risk Assessment protocol to gather information

- a. CONTRACTOR shall collaborate with the COUNTY to determine a risk rating matrix and provide facts from the assessment to determine the level of risk.

2.8.1.2 Procure Human Resources data in accordance with County policy.

- a. CONTRACTOR shall gather all available records related to the individual, including Human Resource files, incident reports, performance evaluations, and any previous threat-related incidents.

2.8.1.3 Obtain court records

- a. CONTRACTOR shall obtain court records online, where available. If records are only available in-person, CONTRACTOR shall send runners to any court in the United States to pull and review those records.

2.8.1.4 Effective utilization of well-established Open-Source Intelligence (OSINT) including, but not limited to, the search of social media analytics and forensic cyber detail

- a. CONTRACTOR shall use public and proprietary databases to uncover details about a subject. CONTRACTOR shall also conduct English language traditional and social media searches for reputation, misconduct, scandals, allegations, adverse information, "red flags" and searches in other languages upon request.

2.8.1.5 Conduct site surveys

- a. CONTRACTOR shall review facility security protocols and identify all points of access to the facility or target. CONTRACTOR shall evaluate existing security protocols, including access control systems, surveillance cameras, and security personnel. CONTRACTOR shall establish levels of vulnerability at the site, and the Target risk of that vulnerability being exploited by the Threat. This information shall be collected and made part of the threat

assessment report.

2.8.1.6 **Conduct Interviews**

- a. CONTRACTOR shall establish interview goals and ensure the interview is conducted in a neutral environment. CONTRACTOR shall ensure there are appropriate security measures in place, such as having a colleague nearby or informing security personnel about the interview and approach the subject with a calm, professional, and non-confrontational demeanor to minimize defensiveness and establish trust. CONTRACTOR shall ask open-ended questions that encourage the subject to share their thoughts and feelings without leading them or suggesting specific answers and clarify responses where necessary. CONTRACTOR shall probe for contextual information, such as recent life events or changes, to understand the factors contributing to their current state and inquire about any specific incidents or events that may have triggered their behavior or emotions. From this information CONTRACTOR shall assess intent and capability to carry out any threats made. CONTRACTOR shall address any misconceptions or misunderstandings that the subject might have regarding the situation or their concerns and offer information about available resources, such as counseling services, employee assistance programs, or support groups, to help them cope with their emotions. CONTRACTOR shall set clear expectations and explain Follow-up steps, including the actions that shall be taken based on the interview, while respecting their privacy rights.
- b. CONTRACTOR shall document the interview with detailed, objective, and accurate notes during and after the interview. CONTRACTOR shall document their statements, emotions, and any observed behavior. CONTRACTOR shall consult with mental health professionals or psychologists to analyze the subject's behavior and statements for a more in-depth understanding as needed and CONTRACTOR shall work closely with legal and Human Resources experts to ensure that the interview process is in compliance with laws and organization policies.

2.8.1.7 **Provide updates and create Reports/Documents as requested**

- a. CONTRACTOR shall schedule regular follow-ups with the subject to monitor their behavior and emotional state for any behavioral changes and assess whether any interventions or support measures are effective.
- b. Throughout the initial interview and these scheduled follow-ups, CONTRACTOR shall remain sensitive to the subject's emotions and mental state, treating them with dignity and respect. CONTRACTOR's goal is to gather valuable information to assess the situation, understand their perspective, and provide appropriate support while ensuring the safety of all parties involved. Once the assessments and follow-ups are completed, CONTRACTOR shall produce a detailed report. The report shall provide information on the situation assessed, the threats to that individual or COUNTY facility, the risks identified, and recommended safety and security protocols to address and reduce the security risk.

2.9 Personal Assessment and Protection

2.9.1 CONTRACTOR shall work within the legal policies and frameworks existing within the COUNTY (County Counsel) and the State of California to assist the COUNTY and Departments in addressing personal assessment and protection areas including Temporary Restraining Orders (TRO), Gun Violence Restraining Orders (GVRO), Cease and Desist Orders, etc.

2.10 Conduct home survey and threat assessment if employee and/or family is a target of threats and believes their safety is at risk as a result of their employment

2.10.1 CONTRACTOR shall take a holistic approach in assessing risk to our clients. In addition,

CONTRACTOR shall deploy active and passive monitoring of social media platforms to identify potential threats and/or associations specific to the principal or organization (or a combination of both). CONTRACTOR shall conduct digital vulnerability assessments, which are an evaluation and analysis of the nature and credibility of the existing and future threats to the principal. CONTRACTOR shall review open-source information across a variety of public and proprietary databases, and both traditional and social media to determine the availability of the principal's personally identifiable information. These data points are those that adversaries may use to commit identity theft, attempt to leverage for extortion, and/or establish an individual's pattern of life. CONTRACTOR shall review images from online realtors (e.g., Zillow, Trulia), floor plans or blueprints from public records or builders' websites, and social media posts, which may give potential adversaries an inside look at a principal's home(s), location of valuables, potential access points, and presence of security hardware. CONTRACTOR shall offer deep and dark web searches for clients who are concerned about their personally identifiable information, including usernames and passwords, exposed on the dark web. Data breaches contribute significantly to identity theft, medical insurance fraud, and tax fraud.

2.11 Recommend if immediate personal protection is needed and implement if necessary

2.11.1 CONTRACTOR shall use their Executive Protection program which is dedicated to serving the needs of the COUNTY. CONTRACTOR shall scale from ad hoc service for temporary engagements, up to a full time armed protective details.

2.12 Provide general information about how to protect themselves and families and preserve the confidentiality of personal and home information (i.e., sources of information available to public, Department of Motor Vehicles, county assessor and county records, Registrar of Voters, county clerk's office, lawsuits, restraining orders).

2.12.1 CONTRACTOR shall take steps to remove the client's personal information from the data brokers. These are the providers who give credit card companies, advertisers, and private investigators details about an individual, and is one of the primary sources for the digital vulnerability assessment. Removing this information shall have the added benefit of significantly reducing or eliminating the amount of junk mail received. The data broker algorithms work by culling data from a wide variety of sources, and CONTRACTOR shall offer complimentary training alongside the service to help our clients from working against themselves. For example, if a client were to sign up for a store brand credit card, make a new account with a food delivery service, and use their real name and mobile phone, the algorithms are smart enough to be combining those records and repopulating what is being removed. CONTRACTOR shall collaborate with the client's legal counsel to establish a basic asset protection structure making it difficult to determine the client's new home address. CONTRACTOR shall design and assist in the implementation of a privacy asset acquisition and holding structure that typically involves creating one legal entity and using a proxy agent or trustee to create firewalls between potential adversaries and the principal's current home address.

2.12.2 CONTRACTOR shall coordinate with an individual to act on behalf of the entity to establish utilities in the name of the legal entity to prevent exposure of the client's name. Typically, this is accomplished in one of three ways:

2.12.2.1 Assign an in-house employee trained in social engineering to establish the utilities;

2.12.2.2 Work with counsel who shall facilitate the establishment of the utilities; or

2.12.2.3 Work with a non-family member designated by the client to establish the utilities.

2.12.3 CONTRACTOR shall provide training to the client and their family members regarding the sustainment of the privacy-centric asset protection structure. CONTRACTOR shall obfuscate true

online information related to the client, by placing incorrect or misleading information online which appears related to create long-lasting digital noise. CONTRACTOR's framework of obfuscation techniques involves the creation of artificial personas based on the client's pattern of life. When adversaries find several online identities of the same name, time and resources are spent that shall eventually lead away from the client's true information.

2.13 **If simultaneous criminal investigation (i.e., stalking, making criminal threats), coordinate with law enforcement before contact is made with suspect.**

2.13.1 CONTRACTOR shall use their extensive roster of former Law Enforcement personnel, from all agencies within the federal, state, county and city governmental level that have provided experience, judgement, and training to CONTRACTOR. CONTRACTOR shall carefully consider the risk factors may have serious unintended consequences for all involved and shall not seize or touch a person's body in an effort to detain them. Law Enforcement liaison is a core business, and CONTRACTOR shall always be conscious of the fact that situational factors such as the presence of a weapon, the number of individuals involved, environmental factors and heightened stress levels can negatively affect contact with the suspect.

**EXHIBIT B
PAYMENT PROVISIONS**

1. CONTRACTOR will be reimbursed for expenses and products incurred and compensated for services rendered, in an amount not to exceed the maximum stated in Section 3.1, and in accordance with the following breakdown.
2. All fees shall be inclusive, including all expenses and travel.
3. If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

Labor Category	Hourly Rate
Principal In Charge	275.00
Senior Project Manager	275.00
Project Manager	260.00
Assistant Project Manager	250.00
Principal Investigator	250.00
Dignitary. Executive Protection Lead	250.00
Industry Safety Lead	250.00
Lead Risk+Operations Assessor	250.00
Cybersecurity Policies+Procedures Lead	250.00
Cybersecurity Forensics Lead	250.00
Emergency Management Lead	250.00
Cybersecurity Analyst	240.00
Physical Security Lead Assessor	240.00
Project Coordinator	240.00
Subject Matter Expert	240.00
Physical Security Assessment Team Member	225.00
Physical Security Policies+Procedures Lead	225.00
Investigations Team Member	225.00
Emergency Management Team Member	225.00

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Aanko Technologies, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
 - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
 - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
- 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.
4. **Obligations of County.**
- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
 - D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
 - E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.
5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

- 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section,

understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471









On-Call Threat Assessment Svcs Agrmt - Aanko

Final Audit Report

2024-09-06

Created:	2024-09-05
By:	Shannon Leung (sleung@rivco.org)
Status:	Signed
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ON-CALL THREAT ASSESSMENT SERVICES AGREEMENT

between

COUNTY OF RIVERSIDE

and

FORESIGHT SECURITY CONSULTING INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor.....	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison.....	11
18. Notices.....	11
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	16
Exhibit A-Scope of Services	19
Exhibit B- Payment Provisions	39
Attachment I-HIPAA Business Associate Attachment to the Agreement.....	40

This Agreement, by and between FORESIGHT SECURITY CONSULTING INC., an Oregon corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective October 1, 2024, and continues in effect through September 30, 2027, with the option to renew for an additional three (3) year period, by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed four hundred fifty thousand dollars (\$450,000) for the period of October 1, 2024 through September 30, 2027 including all expenses. Maximum payments by COUNTY to CONTRACTOR for the optional renewal period of October 1, 2027 through September 30, 2030 shall not exceed four hundred fifty thousand dollars (\$450,000) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. For the avoidance of doubt, nothing

within this Agreement obligates CONTRACTOR to provide services beyond the maximum contract payment. To the extent that CONTRACTOR is asked to perform services that will exceed COUNTY'S maximum contract payment, CONTRACTOR is relieved from doing so absent a specific written amendment between the parties agreeing to additional compensation.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the address as listed on the purchase order from COUNTY department requesting services.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (EOARC-001050); Number of Hours worked; item descriptions referencing the Section of the "Scope of Services" noting the service being performed, Labor Category and Hourly Rate, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made

available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change except as clarified in Section 3.1, above.

5. Termination

5.1. Either Party may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 If notice of termination or expiration includes a close-out period, CONTRACTOR agrees to:

- a) Provide, in a timely manner, all files and information deemed necessary by COUNTY for use in subsequent contracting activities without additional cost to the County or the new Contractor(s), and
- b) Cooperate with COUNTY during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside County.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination, including any close-out period, in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision (the "Decision") in writing.

11.2 If either Party is not in agreement with the Decision, prior to filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. The parties shall share the cost of the mediations.

11.3 If the Parties cannot successfully mediate the dispute, either Party may file pursuant to paragraph 23.11. Upon filing suit, neither Party is expected to continue performing under the terms of this Agreement.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of

Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR pursuant to any other written Agreement between Contractor and the 3rd party political entity; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make reasonably available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be reasonably available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as reasonably requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Executive Office or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Executive Office
Attn: EO Public Safety Analyst
4080 Lemon St. 4th Floor
Riverside, CA 92501

and

Purchasing & Fleet Services Department
Attn: Executive Office Procurement Contract Specialist
3450 14th St. Ste 420
Riverside, CA 92501

CONTRACTOR

Foresight Security Consulting Inc.
Attn: Bryan Flannery
29030 SW Town Ctr Lp E, Ste 202-111
Wilsonville, OR 97070

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, including but not limited to acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used

in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.

E. Cyber Liability

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of

the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by either Party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of either Party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the non-breaching Party from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is

a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(Signature Page Follows)


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Ratification Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chair
Board of Supervisors

Dated: 10/01/2024

FORESIGHT SECURITY CONSULTING INC., An Oregon corporation

By: 
Bryan Flannery
President

Dated: 09/12/2024

ATTEST:
Kimberly A Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh Tran
County Counsel

By: *Katherine Wilkins*
Katherine Wilkins,
Deputy County Counsel

EXHIBIT A SCOPE OF SERVICES

The CONTRACTOR shall provide COUNTY On-Call Threat Assessment Services on an as needed basis in the following areas:

1. Service Requirements

1.1 Pre-Assessment of existing facilities

1.1.1 Assess design of specific COUNTY facilities

1.1.1.1 Physical, organizational, and processual vulnerability and risk assessments shall be conducted in a manner to provide COUNTY full scope of security successes and shortcomings and include:

- a. On-Site assessment of associated building's interior and exterior grounds.
- b. Inspection of parking, lighting, entrances and exits.
- c. Building interior and exterior inspection and walk-thru.
- d. Blueprint/schematic/drawing review, including structural and electronic markups.
- e. Interviews of principles developing a full scope of where and how stakeholders feel safe and/or vulnerable.
- f. Infrastructure breach testing.
- g. Afterhours (nighttime) walkthrough of exterior and interior of facilities.
- h. Security Practice and Protocol audit.
- i. Outside vendor and general visiting procedures.
- j. Review and Recommendations of access control and camera systems.
- k. Open Source (online) presence investigations and report.
- l. As they arise, inclusion of any other client specific security concerns.

1.1.1.2 CONTRACTOR shall integrate best practices from Behavioral Threat Assessment, Executive Protection, and Crime Prevention Through Environmental Design to ensure multiple, overlapping layers of security are in place to deter, detect, deny, delay, and defeat threats. CONTRACTOR shall also use an ethnographic approach to understand how existing structures work or don't work at every layer of each COUNTY department and how it affects COUNTY employees and the general public. CONTRACTOR shall conduct interviews that include as many or more "end users" than Departmental leadership. CONTRACTOR shall make final recommendations that include items the Department is doing well, and ways in which existing structures, tools, thinking, and capabilities can be built on even more.

1.1.2 Blueprints and schematics shall be assessed when available for structure, layout, and electronic security tools. CONTRACTOR shall be included in pre-construction or remodel phases to meet regularly with architects and engineers to speak into security-conscious layout and design. CONTRACTOR shall provide reports via BlueBeam or other construction software when a security markup layer is required.

1.2 CONTRACTOR shall conduct background checks both online and through investigative means for employees including:

- 1.2.1 Online criminal, civil, and non-civil traffic searches in every jurisdiction (international, federal, state, local) where the individual has lived and worked, using at least two separate search providers covering all jurisdictions, one of which is the issuing agency;
- 1.2.2 Verifications of Social Security Number and Date of Birth
- 1.2.3 Current credit profile from at least two reporting agencies;
- 1.2.4 Interpol name search;
- 1.2.5 National Sex Offender Registry search;

- 1.2.6 Verification of professional licensing;
- 1.2.7 Social Media survey for criminal or embarrassing content;
- 1.2.8 Verification of highest level of education and degree attained;
- 1.2.9 Verification of listed residences for the past 7 years;
- 1.2.10 Verification of all employment for the past 7 years;
- 1.2.11 Investigative interviews with one listed reference;
- 1.2.12 Investigative interviews with one developed reference that can speak authoritatively to the candidate's character, reputation, and trustworthiness;
- 1.2.13 Complete fitness-for-duty psychological evaluation
- 1.2.14 Cambridge Behavioral Inventory
 - 1.2.14.1 CONTRACTOR shall, depending on need, use increased or decreased levels of scrutiny such as extensive investigative backgrounds that can include multiple developed sourced interviews, on-site and in-person subject interviews, and additional forensic psychologist evaluations.
 - 1.2.14.2 Additionally, CONTRACTOR, depending on need, shall interpret and apply the results of medical history evaluations and drug screenings as they relate to fitness for duty.

1.3 Review current levels of security for staff/visitors (including, but not limited to)

- 1.3.1 CONTRACTOR shall act as an assessor and subject-matter expert in the evaluation of security screening for COUNTY facilities. Assessments and direction shall include physical tools, layout, traffic flow, specific procedures policies, and applicable laws, and staffing requirements. CONTRACTOR shall obtain and leverage protective intelligence specific to each facility to inform all strategies.
- 1.3.2 CONTRACTOR shall make recommendations for, oversee installation or replacement of, and regularly administrate badge access control systems and camera systems (with or without audio) on an ongoing basis. CONTRACTOR shall assess system vulnerabilities from diverse digital, physical, and social perspectives and make recommendations that are informed by realistic threat actor anticipation and risk scores. CONTRACTOR's recommendations shall seek to be culturally relevant and serve the COUNTY in a way that the tools and systems shall be used consistently and effectively.
- 1.3.3 CONTRACTOR shall assess, direct, and arrange and plan staffing for static, dynamic/reactionary and patrol security services. CONTRACTOR shall effectively integrate COUNTY with physical security tools and to educate guards and end users in communication, presence, customer service, de-escalation, and the use of force spectrum. CONTRACTOR shall utilize their expertise in covert and overt security postures, lethal and nonlethal equipment, and use of force policy along with guard training program development, training delivery and arrangement, and discipline to produce policies and procedures that are relevant to the COUNTY.

1.4 CONTRACTOR shall review information about known threats and previous instances of criminal activity from sources including:

- 1.4.1 The facility and entity sharing information regarding past subjects and incidents of concern;
- 1.4.2 Liaison partnership with local law enforcement agencies to provide Public Record Act information related to calls for services and past incidents of concern at or related to the facility;
- 1.4.3 OSINT searches through databases and available Public Record information for content and ongoing case disposition; and
- 1.4.4 Interviews with staff and additional relevant individuals.
 - 1.4.4.1 CONTRACTOR shall focus on timelines to address past threats and evaluate if there are unfreezing or triggering moments in an upcoming case or an individual's life that may have an impact on their decompensation and willingness to use violence as a solution to their

grievance with the understanding that a huge part of evaluation past threats is determining their current and future state.

1.5 Detect/determine possible exposures

1.5.1 CONTRACTOR shall determine the nature and extent of possible exposures from effective information gathering and expert assessment. CONTRACTOR’s interviewers shall be engaged to keep people safe. CONTRACTOR shall develop relationships through training classes to begin building rapport within each COUNTY department as attendees shall gain insight into the trainer’s personality and approachability while the trainer shares how they can help. CONTRACTOR believes that effective training begins with trainers who can connect to their audience and make a positive impact.

1.5.2 If potential exposures are identified, CONTRACTOR shall evaluate the exposure with a review team consisting of COUNTY facility personnel and identified stakeholders to discuss concerns and issues to mitigate future concerns.

1.6 Deliverables: CONTRACTOR shall with each Vulnerability Assessment and Threat Assessment produce a thorough report outlining internal and external threats, summarizing, and documenting research, and outlining corrective action and recommendations for security enhancements and training.

1.6.1 External and Internal threats shall be identified through:

- 1.6.1.1 Open--Source Intelligence (OSINT) gathering, including social media, dark web, deep web, grey web, and data scraping as described above.
- 1.6.1.2 Interviews with staff at the COUNTY facility / with COUNTY agencies to determine past incidents, threats, or subjects of concern.
- 1.6.1.3 Discussion of ongoing incidents with COUNTY Human Resources regarding possible subjects of concern.
- 1.6.1.4 Provide training to COUNTY facility supervision and COUNTY Human Resources on behaviors of concern and an introduction to behavioral threat assessment.
- 1.6.1.5 Provide pathways for reporting and notification to threat assessment staff.

1.6.2 Early intervention shall be made possible by a combination of:

- 1.6.2.1 Organization-wide training;
- 1.6.2.2 Organized, community-based, multi-disciplinary team establishment;
- 1.6.2.3 Removing real or perceived obstacles to reporting;
- 1.6.2.4 Providing leaders with the tools and skills to manage their staff with connection and concern;
- 1.6.2.5 Building connective relationships with COUNTY Human Resources and community organizations to engage resources and reduce stressors early; and,
- 1.6.2.6 Marketing those goals and information pathways to all COUNTY agencies and the community

1.6.3 Provide recommendations for access and physical security at each site assessed as detailed above. Structures, ingress/egress, surveillance, monitoring, access issues, storage concerns, hazardous activities, and more shall be addressed, as shall processes and organizational risk. Additionally, ad-hoc security presence and posture shall be guided in accordance with the safety plans developed during active threat assessments.

1.6.4 CONTRACTOR shall recommend the following classes be provided to staff at each COUNTY facility. Training provided by CONTRACTOR shall be professional and interesting, keeping the connection and engagement of attendees which is imperative towards effective training responses. CONTRACTOR shall use “Feedback-Informed Training” methods (FIT) and shall encourage measuring success through surveys taken prior to training and afterwards to determine effective knowledge sharing:

- 1.6.4.1 Leadership Information and Threat Assessment Training (COUNTY Executive staff, Supervisors, Management, Human Resources)

- 1.6.4.2 Self-Leadership and Threat Assessment Training (COUNTY Staff)
- 1.6.4.3 Active Assailant Training (All COUNTY employees)
- 1.6.4.4 Situational Awareness & De-Escalation Training (Most effective training for all COUNTY employees which includes a component closest to the concept of “self-defense”)
- 1.6.4.5 Trauma-Informed Interviewing (COUNTY Management and Human Resources)
- 1.6.4.6 Threat Assessment, Corporate Security & On-Scene Guard Response
- 1.6.4.7 Workplace Impacts by Crimes of Power: Domestic Abuse & Sexual Harassment
- 1.6.4.8 Training options shall include in person, virtual, and as a learning domain (recorded and online). CONTRACTOR shall recommend in person training as it is the most effective because it helps build community and allows assessors to meet staff directly and gain connection with observation. CONTRACTOR’s staff shall recognize that not all employees at every agency are available for in-person training events.
- 1.6.4.9 Training shall be provided through arlo.com learning management software at www.actionacademytraining.com and include online registration, reminders, and completion certificates through an automated system that also allows trainers to share resources and Power Points with all attendees for future reference.
- 1.6.5 CONTRACTOR shall provide excellent customer service, fiscal responsibility, communications, and measurable deliverables. The End of Year Summary Report shall include content decided upon between the CONTRACTOR and COUNTY to track progress and success, but at a minimum shall include:
 - 1.6.5.1 A letter from CONTRACTOR
 - 1.6.5.2 A profile of CONTRACTOR
 - 1.6.5.3 An analysis of goals and strategic plan for past year
 - 1.6.5.4 Summary of plan and goals for the year
 - 1.6.5.5 Number and type of trainings held plus associated metrics
 - 1.6.5.6 Number of people trained and in which facilities
 - 1.6.5.7 Number of threat assessment teams enacted
 - 1.6.5.8 Number of site assessments completed
 - 1.6.5.9 Number of Active Incidents responded
 - 1.6.5.10 Number of investigations conducted
 - 1.6.5.11 Number of programs modified or developed
 - 1.6.5.12 Number of requests made; requests fulfilled; in progress; and, unable to fulfill
 - 1.6.5.13 Supportive leadership content (education opportunity)
 - 1.6.5.14 Hours worked by staff members
 - 1.6.5.15 Annual financials related to staff members and responses
 - 1.6.5.16 Final assessment of goals met and goals outstanding
 - 1.6.5.17 Strategic plan and goals for the following year
 - 1.6.5.18 Glossary of Terms

2. Security and Risk Assessment

2.1 Undertake assessment and evaluation of incident

- 2.1.1 CONTRACTOR shall be well-versed on different types of threats and incidents which can mean different types of risk. All incidents of concerns (including threats) shall be handled in the same manner at the outset to determine the true nature of the threat and potential of violence.
- 2.1.2 CONTRACTOR shall begin assessment and evaluation of any incident of concern immediately upon reporting. Intake shall be conducted remotely, which informs immediate triage plan and resource allocation. CONTRACTOR shall utilize the Structured Professional Judgment (SPJ) tool as an intake form that includes elements from the WAVR-21, RAGE-V, and MOSAIC SPJ’s. When an immediate in-person response is indicated, physical response shall be as detailed below.

- 2.1.2.1 CONTRACTOR shall recommend response staff remain on call for incidents after hours and incorporate a two hour on-scene response time from CONTRACTOR's Southern California office, allowing for personnel to gather information and arrive on scene. Remote response to a request shall be within 30 minutes or sooner, even if just to schedule a time later that day for evaluation dependent upon urgency of threat situation, or to advise on scene personnel of potential concerns prior to arrival. CONTRACTOR shall provide professional input, assessment, and management plan coordination from the outset of an incident throughout its duration which can be years long.

2.2 Identify Type of Threat

CONTRACTOR shall investigate, handle, and address in the exact same fashion all types of threats by careful analysis to include the evaluation of the subject's context and the presence of risk factors, identification of grievance, availability of possible inhibitors to violence, and access. CONTRACTOR may use Structured Professional Judgement (SPJ) tools to inform their work on each threat assessment. CONTRACTOR shall handle all threat assessments by both experts in threat assessment and management, as well as consultation, whenever needed, with a behavioral threat psychologist. The management of all the following threats described shall be dependent upon the situation, individual/group, and context. Management shall include all relevant stakeholders such as the COUNTY executive staff from the COUNTY department and facility in question, mental health, law enforcement, human resources, County Counsel, Probation, Parole, witnesses, and associated staff.

- 2.2.1 Direct threats shall be defined as those that are conveyed clearly and explicitly through various communication mediums and can be reasonably understood to contain a victim(s) and outcome(s).
- 2.2.2 Indirect threats shall be defined as those that are intended to unsettle or unnerve but obfuscate some element, requiring the recipient to imagine the complete statement.
- 2.2.3 Veiled threats shall be defined as those that imply, but don't explicitly threaten, violence, possibly expressed as "leakage information".
- 2.2.4 Conditional threats shall be defined as those that are "if you/than I" statements, with a desired outcome as the motivating factor.
- 2.2.5 Self-Harm threats shall be treated as analogous to the pathway to targeted violence and can be delivered in any of the ways described above. Self-harm threats.

2.3 CONTRACTOR shall Assess Warning Signs/Risk Factors for employees and/or public by relying on a well-defined multi-disciplinary, community-based approach and interview and investigation techniques designed to not just understand how a person came to be where they are, but the mechanisms that have informed their approaches and their values and successes that can be inhibitors to violence. Additionally, CONTRACTOR shall need to understand that person's interactions with systems and programs to determine if they may be contributing to the person's circumstances or that may be resourceful in managing behavior., such as:

2.3.1 Discussion of Weapons or bringing them to work or COUNTY facility

2.3.1.1 CONTRACTOR shall identify the role of the individual and the reporting party, the building and associated firearms policies, and then understand the behavior, tone, and context of the sighting or conversation as the beginning of the assessment. This shall also include determining if the weapon is registered, to whom, if there are any prohibitions towards weapon ownership (restraining orders, etc.), and the context of how the weapon was discovered, who saw it/heard about it, and what was said/seen during the discovery or exhibition of the weapon, as well as what grievances, issues, or concerns may be present that inform the action

2.3.2 Displaying overt signs of stress, resentment, or anger

2.3.2.1 CONTRACTOR shall evaluate all concerning behavior and shall teach management de-

escalation functions such as removing, deflecting, or distracting the individual and assigning resources. CONTRACTOR shall track behaviors of concern such as reactive aggression in an individual as they may contribute to an opportunity to provide resources to prevent transition to violence down the road.

2.3.3 History of threats or aggression

2.3.3.1 CONTRACTOR shall treat history of threats or aggression as any other behavioral history element—acuity; context with legal, domestic, or workplace nexus; and comorbidity with other behavior or medical conditions, life stressors, and life stabilizers shall also be considered. As with other elements, expected conduct for the environment and circumstances shall be considered, as well as environmental policies and procedures. Intervention shall include provision of resources and programs with a threshold for establishing possible involvement of law enforcement in the future/currently depending upon behavior and actions. Security protocols shall be reviewed and understood for all employees if an ongoing issue with external client. Safety planning for staff and employees shall include awareness, avoidance, and accommodation as necessary to prevent harm, as well as their knowledge of and possible increase of protective resources.

2.3.4 Irrational or inappropriate behavior

2.3.4.1 CONTRACTOR shall determine by culture, policy, and other applicable guidelines a threshold of qualifications. Remediation, where appropriate, shall be clearly documented, consistent with prior discipline, and supported by policy. When the behaviors originate from outside the COUNTY, CONTRACTOR shall apply similar steps to document and address the behaviors.

2.3.5 Identified Target

2.3.5.1 When a target is identified, CONTRACTOR shall safety plan immediately, with intervention informed by investigation and ongoing monitoring and supported by partner agencies as appropriate for the circumstances. This shall include all relevant stakeholders assisting to address both the assessment and management of the threat quickly, effectively, and comprehensively. This shall also include resources such as consideration of law enforcement action (location, discovery, monitoring), and available support services and agencies.

2.3.6 Access to facility or target

2.3.6.1 CONTRACTOR shall triage with safety planning including physical security measures to delay, deny, defend, deter, and detect an imminent threat. This shall include increased security, changing of access codes, monitoring, and maneuvering ingress/egress access points, executive protection details for all relevant individuals, OSINT monitoring, outlining and advising threat concerns to law enforcement for partnership, to necessary staff, etc. and establish open communications among all for updates.

2.3.7 Stressful changes in personal life

2.3.7.1 CONTRACTOR shall address with remediation and discipline only where changes reflect on job performance and delivered in the form of support and resources. Working with a connective team surrounding the individual, CONTRACTOR shall monitor for changes in behavior and regularly check in with the subject to see how they are doing, providing positive reinforcement, and helping to address concerns or issues. Work with supervision to address any conflict behavior.

2.4 Determine Threat Level of Incident

2.4.1 Low Risk

2.4.1.1 If, through investigation, assessment, and intake through CONTRACTOR's preferred Structured Professional Judgement tool, CONTRACTOR can verify the context and low risk manner of the threat and through interviews CONTRACTOR determines it occurred as a

stress reliever, bravado, or for affect, actions shall depend on what was said and to whom (and whether the threat was from an internal or external source). Making a low-risk, vague threat to a friendly co-worker that is overheard and reported shall be handled differently than the same situation directed from a visitor to a COUNTY facility who is frustrated by the process and does the same. The actions shall also change if this was the second or third time such an instance occurred.

- a. **Evaluate Risk:** The communication of any threat shall be evaluated to determine the level of risk to persons and facilities.
- b. **Determine Context and Communicate:** CONTRACTOR shall review the context and circumstances surrounding the communication as it is paramount to the initial assessment. The initial assessment shall determine exactly what happened, and not rely on a rumor or third-party statement.
- c. **Subject Contact and Communication:** CONTRACTOR staff or COUNTY facility supervision shall have a positive discussion with the subject about the threat. The conversation shall be connective and discuss what stressors, issues, or concerns are happening within the situation and how they can be mitigated. CONTRACTOR staff shall provide an opportunity for the individual to reflect on the threat. The conversation shall also include the inappropriateness of the remark, the fear they may have placed in others, and the agreement that this type of behavior is not tolerated and shall have to have permanent repercussions in the future. The conversation shall end with providing the subject with pathways for how they can make a human resources complaint (or whatever they need to address), get assistance in the future with whatever may be happening, and (if an internal threat) how their supervisors are there to assist. The supervisor shall be present in the meeting to echo all sentiments and provide a positive option for engagement, include client bridging (providing information regarding a wide variety of services outside of the COUNTY facility that may benefit the individual with their circumstance or concerns) where indicated.
- d. **Change in Status:** Should the connective conversation reveal additional concerns and the context leads the evaluator to determine this is a moderate threat.
- e. **Document:** Document the incident as the circumstances dictate. Either through a Memorandum of Counseling or similar written document that is discussed with the employee and includes the management plan.
- f. **Partnership:** CONTRACTOR shall partner with local law enforcement to determine if there were any issues or concerns that might be present in addressing this low-risk threat which shall assist us in determining if the person is on a Pathway to Violence and indicating and proximal or distal warning behaviors.
- g. **Advise:** Meet with the person(s) who were present or the target of the initial threat and discuss what is legally permissible without sharing any discipline history, but how you shall move forward and a plan of action for the individual(s).
- h. **Moving Forward:** Set up check-in times with CONTRACTOR's staff and provide supervision at the COUNTY facility with parameters for concern related to the subject as the situation resolves. Depending on the threat, shall consider monitoring the individual for changes in behavior, and further issues or concerns. The CONTRACTOR's team shall be involved in the discussion for any related discipline if the subject is an employee.
- i. **Workplace Violence Documentation:** Pursuant to the current SB553 Workplace Violence Prevention Bill in progress which shall add 528.7 of the Business and Professions Code and amend Section 6401.7 of, and to add Section 6401.9 to, the Labor

Code, relating to occupational safety, CONTRACTOR shall ensure the COUNTY facility documented the incident in the log of Workplace Violence Incidents since it constituted a threat.

2.4.2 **Moderate Risk** threats indicate that the individual is on a Pathway to Violence and exhibiting proximal warning behaviors that include planning and threats. CONTRACTOR's Full Circle response is as follows:

2.4.2.1 **Evaluate Risk Factors, Pathway Behaviors Present, and Identify Management Plan:** The assessment to determine if a subject is on a Pathway to Violence shall include identifying if the person is exhibiting the following behaviors: Pathway, Fixation, Ideation, Novel Aggression, Leakage, Directly Communicated Threat, and/or Last Resort Behavior. CONTRACTOR shall evaluate the subject based on where they present on this pathway and what proximal and distal behaviors were present to help us both evaluate the threat and address a potential management plan.

2.4.2.2 **Criminal Activity & Law Enforcement Partnerships:** With a threat that includes a desire to inflict physical injury, the potential for current crimes in addition to pathway behaviors may be present and therefore law enforcement shall be involved with the CONTRACTOR's team. CONTRACTOR shall work in partnership with Law Enforcement to address the situation effectively. With possible issues outside the COUNTY jurisdiction, or with federal or state law enforcement, having personnel who can initiate and maintain positive relationships with these agencies is advantageous in cases when you are addressing a subject more likely to commit targeted violence.

2.4.2.3 **Federal, State & Local Relationships & Mental Health:** CONTRACTOR's staff members shall utilize existing relationships within many of the law enforcement communities in Riverside County as well as their extensive network throughout Federal and State agencies as such as the Federal Bureau of Investigation, the Department of Homeland Security, the Department of Justice, the National Threat Evaluation and Reporting Center, among others.

2.4.2.4 **Immediate Safety Concerns: Suspect:** Paramount shall be to ensure the immediate safety of all involved. Identifying the location of the subject making the threats and the actions related to that subject shall depend upon the context of the threat and the subject's location (at home, work, another state, out in front of the facility, etc.). Monitoring behavior and actions, working with law enforcement to safely take the subject into custody if required. These actions shall be part of confidential operations planning.

2.4.2.5 **Immediate Safety Concerns: Target & Associated Individuals:** CONTRACTOR shall concurrently focus on the safety of those who may be in danger. Depending on the context of the situation, the target may be an individual, a facility, an executive, and may include other people associated with or related to the subject such as their parents, a spouse, former dating partner, or children. While each situation is different, if there was an indication of an immediate safety concern, or even potential safety concern, monitoring the safety of the individuals or locations involved shall be a primary concern and include surveillance, and if needed, additional site security and safety plans. The positive and ongoing relationship with law enforcement shall also help plan for and engage in these actions effectively and safely, notifying local dispatch and agencies of any additional security personnel as needed.

2.4.2.6 **Convene Threat Assessment Team & Stakeholders:** To avoid Silo Effect, where one person is aware of a certain issue or threat, but another is not, the CONTRACTOR shall convene an effective team to address the situation holistically. That team shall include CONTRACTOR's Threat Director and any additionally indicated member of the CONTRACTOR's Team, a supervisor if the threat was internal, law enforcement, a representative from the entity or the subject that was the target of the threat, and all other

necessary stakeholders. If during research CONTRACTOR determined the subject was receiving mental health care, CONTRACTOR shall engage with mental health services as an effective action. If the subject was probation or parole, CONTRACTOR shall include those agencies in the conversation for both the assessment and management phase.

- 2.4.2.7 **Criminal Activity, Searches, Applications of the Law/Restraining Orders:** In concert with law enforcement, CONTRACTOR shall identify any potential criminal issues and the possibility for law enforcement to conduct searches at the individual's residence for weapons, identify safety issues, and respond as indicated. If the individual is an employee, CONTRACTOR shall conduct an internal search of the areas to which they have access. An application for a Gun Violence Restraining Order (GVRO) shall be considered. CONTRACTOR shall engage with County Counsel on this issue and discuss if law enforcement shall be able to fulfill the request. If the subject is known to be diagnosed or exhibiting mental health concerns, law enforcement has the responsibility to evaluate for danger to self or others.
- 2.4.2.8 **Positive Engagement & Interviewing:** CONTRACTOR shall partner with law enforcement in the process due to the criminal nature of what has occurred, but CONTRACTOR's engagement with the subject shall be positive whenever possible. CONTRACTOR shall request the opportunity to interview the subject to determine further information related to their grievance, target selection, extent of planning, and potential inhibitors to violence. Inhibitors identified and provided shall be presented to the COUNTY for consideration.
- 2.4.2.9 **Management Plans are Key:** The management goal of threat assessment, wherever possible, shall be to seek the subject's grievance, identify that grievance, address, and mitigate it wherever possible.
- 2.4.2.10 **Target Engagement & Services:** Shall involve any individuals to whom the threat was directed to address comprehensive safety plan options, restraining orders (work and home), client bridging to outside services, if indicated, and identify any additional actions and resources needed.
- 2.4.2.11 **Harden the Target:** CONTRACTOR shall work to help harden the target identified by the subject through safety plans, photographs of the subject and defined processes regarding what staff (or family members, friends) should do in the event the subject arrives at their stated target location. Additional armed security and safety measures may be implemented depending upon context and circumstances.
- 2.4.2.12 **Custody and Notification:** If the subject was taken into custody, CONTRACTOR shall contact the custody facility for notification to CONTRACTOR's Threat Director and additional CONTRACTOR staff as needed, the Executive Management of the COUNTY facility in question, and any specific individual at whom the threat was directed. While the subject is in custody, CONTRACTOR staff and the relevant stakeholders, shall develop and have a plan in place when the subject is released from custody. Part of that plan shall be to request in court, monitoring of the subject as a conditional release requirement if indicated.
- 2.4.2.13 **Mental Health Concerns:** If CONTRACTOR becomes aware that the subject was taken for a mental health evaluation for danger to self or others, CONTRACTOR shall provide information and encourage family members to provide information for the facility regarding the threat and issues or concerns related to the subject to inform their care. Law enforcement can request notification that the mental health facility advise when the subject is released. Additionally, CONTRACTOR shall confirm with the facility that they have filed the required notification to the State of California regarding prohibiting firearms.
- 2.4.2.14 **Subject Release:** Potential trigger issues shall be identified related to the subject and once the subject is released from custody or from a mental health facility, if indicated, contact

- shall be made by CONTRACTOR staff to assist with increasing inhibitors where possible.
- 2.4.2.15 **Environment Communication and Considerations:** Location and subject(s) of the threat may have ongoing fear and concerns. Within legal boundaries, CONTRACTOR's staff shall work with COUNTY facility to provide bridging to services that can provide work groups, and address issues that can be handled within the workplace to help restore confidence in their safety and security.
- 2.4.2.16 **Workplace Violence Documentation:** Pursuant to the current SB553 Workplace Violence Prevention Bill in progress which shall add 528.7 of the Business and Professions Code and amend Section 6401.7 of, and to add Section 6401.9 to, the Labor Code, relating to occupational safety, CONTRACTOR shall ensure the COUNTY facility documented the incident in the log of Workplace Violence Incidents since it constituted a threat.
- 2.4.3 **High Risk:** In addition to above section, the CONTRACTOR shall:
- 2.4.3.1 **Identify location of Subject:** On scene, in transit, or third location.
- 2.4.3.2 **Immediately contact law enforcement** with information related to subject and specific operational considerations (not published herein).
- 2.4.3.3 **Advise on-scene security and management.** Photographs and subject information shall be gathered and provided to on scene personnel, if not already in possession. Include a brief summary on what the issue and concern is and steps for addressing the subject if they arrive on scene.
- 2.4.3.4 **Harden the potential target** (individual, location, etc.) unless location of subject is known.
- 2.4.3.5 **Initiate location stand-by mode,** unless location of subject is known. Pre-determined plans for stand-by action shall be in place, specific to the location.
- 2.4.3.6 **CONTRACTOR's** staff shall begin the steps from the previous section as they shall apply to a high-risk individual.
- 2.4.3.7 **Background Check.** If subject is unknown or previously staff was unaware of the subject, CONTRACTOR's staff shall begin identifying the subject through background checks, OSINT searches, database, etc. to provide information to law enforcement and executive staff. Engaging with stakeholders to determine if there is any connection with subject and what is the context. Information gathering shall be detailed and thorough.
- 2.4.3.8 **Evaluate Risk Factors, Pathway Behaviors Present, and Identify Management Plan:** The assessment to determine if a subject is on a Pathway to Violence shall include identifying if the person is exhibiting the following behaviors: Pathway, Fixation, Ideation, Novel Aggression, Leakage, Directly Communicated Threat, and/or Last Resort Behavior. CONTRACTOR's staff shall evaluate the subject based on where they present on this pathway and what proximal and distal behaviors were present to help us both evaluate the threat and address a potential management plan.
- 2.4.3.9 **Criminal Activity & Law Enforcement Partnerships:** With a threat that included a desire to inflict physical injury, the potential for current crimes in addition to pathway behaviors may be present and therefore law enforcement shall be involved with the CONTRACTOR's team. CONTRACTOR shall utilize previously developed secure relationships with law enforcement across the COUNTY prior to these issues occurring, CONTRACTOR shall work in partnership to address the situation effectively. With possible issues outside the COUNTY's jurisdiction, or with federal or state law enforcement, CONTRACTOR's staff who can initiate and maintain positive relationships with these agencies shall be advantageous in cases when you are addressing a subject more likely to commit targeted violence.
- 2.4.3.10 **Federal, State & Local Relationships & Mental Health:** CONTRACTOR's staff members shall utilize existing relationships within many of the law enforcement communities in the

COUNTY, as well as an extensive network throughout Federal and State agencies as such as the Federal Bureau of Investigation, the Department of Homeland Security, the Department of Justice, the National Threat Evaluation and Reporting Center, among others.

- 2.4.3.11 **Immediate Safety Concerns: Suspect:** Paramount shall be to ensure the immediate safety of all involved. Identifying the location of the subject making the threats and the actions related to that subject shall depend upon the context of the threat and the subject's location (at home, work, another state, out in front of the facility, etc.). Monitoring behavior and actions, working with law enforcement to safely take the subject into custody if required. These actions shall be part of confidential operations planning.
- 2.4.3.12 **Immediate Safety Concerns: Target & Associated Individuals:** CONTRACTOR shall concurrently focus on the safety of those who may be in danger. Depending on the context of the situation, the target may be an individual, a facility, an executive, and may include other people associated with or related to the subject such as their parents, a spouse, former dating partner, or children. While each situation is different, if there was an indication of an immediate safety concern, or even potential safety concern, monitoring the safety of the individuals or locations involved shall be a primary concern and include surveillance, and if needed, additional site security and safety plans. The positive and ongoing relationship with law enforcement shall also help plan for and engage in these actions effectively and safely, notifying local dispatch and agencies of any additional security personnel as needed.
- 2.4.3.13 **Convene Threat Assessment Team & Stakeholders:** To avoid Silo Effect, where one person is aware of a certain issue or threat, but another is not, the CONTRACTOR shall convene an effective team to address the situation holistically. That team shall include CONTRACTOR's Threat Director and any additionally indicated member of the CONTRACTOR's Team, a supervisor if the threat was internal, law enforcement, a representative from the entity or the subject that was the target of the threat, and all other necessary stakeholders. If during research CONTRACTOR determined the subject was receiving mental health care, CONTRACTOR shall engage with mental health services as an effective action. If the subject was probation or parole, CONTRACTOR shall include those agencies in the conversation for both the assessment and management phase.
- 2.4.3.14 **Criminal Activity, Searches, Applications of the Law/Restraining Orders:** In concert with law enforcement, CONTRACTOR shall identify any potential criminal issues and the possibility for law enforcement to conduct searches at the individual's residence for weapons, identify safety issues, and respond as indicated. If the individual is an employee, CONTRACTOR shall conduct an internal search of the areas to which they have access. An application for a Gun Violence Restraining Order (GVRO) shall be considered. CONTRACTOR shall engage with County Counsel on this issue and discuss if law enforcement shall be able to fulfill the request. If the subject is known to be diagnosed or exhibiting mental health concerns, law enforcement has the responsibility to evaluate for danger to self or others.
- 2.4.3.15 **Positive Engagement & Interviewing:** CONTRACTOR shall partner with law enforcement in the process due to the criminal nature of what has occurred, but CONTRACTOR's engagement with the subject shall be positive whenever possible. CONTRACTOR shall request the opportunity to interview the subject to determine further information related to their grievance, target selection, extent of planning, and potential inhibitors to violence. Inhibitors identified and provided shall be presented to the COUNTY for consideration.
- 2.4.3.16 **Management Plans are Key:** The management goal of threat assessment, wherever possible, shall be to seek the subject's grievance, identify that grievance, address, and mitigate it wherever possible.

- 2.4.3.17 **Target Engagement & Services:** Shall involve any individuals to whom the threat was directed to address comprehensive safety plan options, restraining orders (work and home), client bridging to outside services, if indicated, and identify any additional actions and resources needed.
- 2.4.3.18 **Harden the Target:** CONTRACTOR shall work to help harden the target identified by the subject through safety plans, photographs of the subject and defined processes regarding what staff (or family members, friends) should do in the event the subject arrives at their stated target location. Additional armed security and safety measures may be implemented depending upon context and circumstances.
- 2.4.3.19 **Custody and Notification:** If the subject was taken into custody, CONTRACTOR shall contact the custody facility for notification to CONTRACTOR's Threat Director and additional CONTRACTOR staff as needed, the Executive Management of the COUNTY facility in question, and any specific individual at whom the threat was directed. While the subject is in custody, CONTRACTOR staff and the relevant stakeholders, shall develop and have a plan in place when the subject is released from custody. Part of that plan shall be to request in court, monitoring of the subject as a conditional release requirement if indicated.
- 2.4.3.20 **Mental Health Concerns:** If CONTRACTOR becomes aware that the subject was taken for a mental health evaluation for danger to self or others, CONTRACTOR shall provide information and encourage family members to provide information for the facility regarding the threat and issues or concerns related to the subject to inform their care. Law enforcement can request notification that the mental health facility advise when the subject is released. Additionally, CONTRACTOR shall confirm with the facility that they have filed the required notification to the State of California regarding prohibiting firearms.
- 2.4.3.21 **Subject Release:** Potential trigger issues shall be identified related to the subject and once the subject is released from custody or from a mental health facility, if indicated, contact shall be made by CONTRACTOR staff to assist with increasing inhibitors where possible.
- 2.4.3.22 **Environment Communication and Considerations:** Location and subject(s) of the threat may have ongoing fear and concerns. Within legal boundaries, CONTRACTOR's staff shall work with COUNTY facility to provide bridging to services that can provide work groups, and address issues that can be handled within the workplace to help restore confidence in their safety and security.
- 2.4.3.23 **Workplace Violence Documentation:** Pursuant to the current SB553 Workplace Violence Prevention Bill in progress which shall add 528.7 of the Business and Professions Code and amend Section 6401.7 of, and to add Section 6401.9 to, the Labor Code, relating to occupational safety, CONTRACTOR shall ensure the COUNTY facility documented the incident in the log of Workplace Violence Incidents since it constituted a threat.
- 2.4.4 **Imminent Risk** considerations shall include the following
- 2.4.4.1 **Identify Location of Subject:** On scene, in transit, or third location
- 2.4.4.2 **Contact Emergency Services:** First person to become aware of imminent risk shall contact or direct someone to contact 911 if they are able. Immediately contact law enforcement with information related to subject and circumstances known.
- 2.4.4.3 **Notify & Prepare:** Advise on-scene security and management of imminent threat/risk for their tactical response. Advise staff on scene and utilize alert systems as needed (AlertRivCo and reverse 911).
- 2.4.4.4 **Harden the Potential Target** (individual, location, etc.). Initiate location lockdown. Pre-determined plans for lockdown action shall be in place, specific to the location and personnel.
- 2.4.4.5 **Follow training** in Active Assailant drills as needed and broadcast notifications through chosen system.

- 2.4.4.6 CONTRACTOR staff shall begin with the steps for a Moderate Risk threat as they shall apply to an imminent risk individual upon notification. CONTRACTOR's Incident Management Team shall deploy remotely and/or in person, whichever is most advantageous, to work in partnership. All information gathering shall be available to the COUNTY and law enforcement as indicated by the COUNTY.
- 2.4.4.7 **Background Check.** If subject is unknown or previously staff was unaware of the subject, CONTRACTOR staff shall begin identifying the subject through background checks, OSINT searches, database, etc. to provide information to law enforcement and executive staff. Engaging with stakeholders to determine if there is any connection with subject and what is the context. Information gathering shall be detailed and thorough.
- 2.4.4.8 **Evaluate Risk Factors, Pathway Behaviors Present, and Identify Management Plan:** The assessment to determine if a subject is on a Pathway to Violence shall include identifying if the person is exhibiting the following behaviors: Pathway, Fixation, Ideation, Novel Aggression, Leakage, Directly Communicated Threat, and/or Last Resort Behavior. CONTRACTOR shall evaluate the subject based on where they present on this pathway and what proximal and distal behaviors were present to help us both evaluate the threat and address a potential management plan.
- 2.4.4.9 **Criminal Activity & Law Enforcement Partnerships:** With a threat that included a desire to inflict physical injury, the potential for current crimes in addition to pathway behaviors may be present and therefore law enforcement shall be involved with the CONTRACTOR's team. Having developed secure relationships with law enforcement across the COUNTY prior to these issues occurring, shall work in partnership to address the situation effectively. With possible issues outside the COUNTY jurisdiction, or with federal or state law enforcement, having personnel who can initiate and maintain positive relationships with these agencies is advantageous in cases when you are addressing a subject more likely to commit targeted violence.
- 2.4.4.10 **Federal, State & Local Relationships & Mental Health:** CONTRACTOR's staff members shall utilize their currently existing relationships within the law enforcement communities in Riverside County, as well as their relationships throughout Federal and State agencies such as the Federal Bureau of Investigation, the Department of Homeland Security, the Department of Justice, the National Threat Evaluation and Reporting Center, among others.
- 2.4.4.11 **Immediate Safety Concerns: Suspect:** Paramount shall be to ensure the immediate safety of all involved. Identifying the location of the subject making the threats and the actions related to that subject shall depend upon the context of the threat and the subject's location (at home, work, another state, out in front of the facility, etc.). Monitoring behavior and actions, working with law enforcement to safely take the subject into custody if required. These actions shall be part of confidential operations planning.
- 2.4.4.12 **Immediate Safety Concerns: Target & Associated Individuals:** CONTRACTOR shall concurrently focus on the safety of those who may be in danger. Depending on the context of the situation, the target may be an individual, a facility, an executive, and may include other people associated with or related to the subject such as their parents, a spouse, former dating partner, or children. While each situation is different, if there was an indication of an immediate safety concern, or even potential safety concern, monitoring the safety of the individuals or locations involved shall be a primary concern and include surveillance, and if needed, additional site security and safety plans. The positive and ongoing relationship with law enforcement shall also help plan for and engage in these actions effectively and safely, notifying local dispatch and agencies of any additional security personnel as needed.
- 2.4.4.13 **Convene Threat Assessment Team & Stakeholders:** To avoid Silo Effect, where one

person is aware of a certain issue or threat, but another is not, the CONTRACTOR shall convene an effective team to address the situation holistically. That team shall include CONTRACTOR's Threat Director and any additionally indicated member of the CONTRACTOR's Team, a supervisor if the threat was internal, law enforcement, a representative from the entity or the subject that was the target of the threat, and all other necessary stakeholders. As an example, if during research it was determined the subject was receiving mental health care, engaging with mental health services shall be an effective action. If the subject was probation or parole, shall include those agencies in the conversation for both the assessment and management phase.

- 2.4.4.14 **Criminal Activity, Searches, Applications of the Law/Restraining Orders:** In concert with law enforcement, CONTRACTOR shall want to identify any potential criminal issues and the possibility for law enforcement to conduct searches at the individual's residence for weapons, identify safety issues, and respond as indicated. If the individual is an employee, CONTRACTOR shall conduct an internal search of the areas to which they have access. An application for a Gun Violence Restraining Order (GVRO) shall be considered. CONTRACTOR shall engage with County Counsel on this issue and discuss if law enforcement was unable to fulfil the request. If the subject is known to be diagnosed or exhibiting mental health concerns, law enforcement has the responsibility to evaluate for danger to self or others.
- 2.4.4.15 **Positive Engagement & Interviewing:** Shall partner with law enforcement in the process due to the criminal nature of what has occurred, but our engagement with the subject shall be positive whenever possible. Shall request the opportunity to interview the subject to determine further information related to his grievance, target selection, extent of planning, and potential inhibitors to violence. Inhibitors identified shall be presented to the County for consideration.
- 2.4.4.16 **Management Plans are Key:** The management goal of threat assessment, wherever possible, is to seek the subject's grievance, identify that grievance, and address and mitigate it wherever possible.
- 2.4.4.17 **Target Engagement & Services:** Shall involve any individuals to whom the threat was directed to address comprehensive safety plan options, restraining orders (work and home), client bridging to outside services, if indicated, and identify any additional actions and resources needed.
- 2.4.4.18 **Harden the Target:** CONTRACTOR shall work to help harden the target identified by the subject through safety plans, photographs of the subject and defined processes regarding what staff (or family members, friends) should do in the event the subject arrives at their stated target location. Additional armed security and safety measures may be implemented depending upon context and circumstances.
- 2.4.4.19 **Custody and Notification:** If the subject was taken into custody, CONTRACTOR shall contact the custody facility for notification to CONTRACTOR's Threat Director and additional CONTRACTOR staff as needed, the Executive Management of the COUNTY facility in question, and any specific individual at whom the threat was directed. While the subject is in custody, CONTRACTOR's staff, and the relevant stakeholders, shall develop and have a plan in place when the subject is released from custody. Part of that plan shall be to request in court, monitoring of the subject as a conditional release requirement if indicated.
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can request notification that the mental health facility advise when the subject is released. Additionally, CONTRACTOR shall confirm with the facility that they have filed the required notification to the State of California regarding prohibiting firearms.

2.4.4.21 **Subject Release:** Potential trigger issues shall be identified related to the subject and once the subject is released from custody or from a mental health facility, if indicated, contact shall be made by CONTRACTOR staff to assist with increasing inhibitors where possible

2.4.4.22 **Environment Communication and Considerations:** Location and subject(s) of the threat may have ongoing fear and concerns. Within legal boundaries, CONTRACTOR's staff shall work with COUNTY facility to provide bridging to services that can provide work groups, and address issues that can be handled within the workplace to help restore confidence in their safety and security.

2.4.4.23 **Workplace Violence Documentation:** Pursuant to the current SB553 Workplace Violence Prevention Bill in progress which shall add 528.7 of the Business and Professions Code and amend Section 6401.7 of, and to add Section 6401.9 to, the Labor Code, relating to occupational safety, CONTRACTOR shall ensure the County facility documented the incident in the log of Workplace Violence Incidents since it constituted a threat.

2.5 Discuss with stakeholders' path forward to preventative steps.

2.5.1 CONTRACTOR shall start with onboarding and building ad hoc threat assessment teams at every COUNTY department that desires to participate, to include two threat specialists at each building/site location. Shall train these team members and threat specialists to become mentors, general evaluators, and to act as a sole source information pathway to bring concerns to the COUNTY threat assessment team which shall include CONTRACTOR's staff. Each location should have a foundational team that includes a decision maker, human resources representative, an executive manager, and two threat assessment specialists, all to help implement management plans as needed.

2.5.2 With the facility team members in place, CONTRACTOR shall add relevant stakeholders as needed to discuss a path forward (direct supervisor, mental health, probation, parole, law enforcement, and more), as well as CONTRACTOR's staff to guide the direction and discussions. The goal is to review and discuss all possible mitigation strategies to address the grievance and enhance inhibitors wherever possible, but to also discuss issues when custody, target hardening, and added security measures are more likely than mitigation. Additional measures shall be partnership and information sharing where legally indicated, monitoring, addressing further court hearings, custody concerns, conduct interviews, and more.

2.5.3 CONTRACTOR shall provide background information, history, and context, as well as identify specific issues and concerns to help guide the conversation for a positive outcome.

2.6 Create Action Plan

2.6.1 The action plan shall be an operationalization of the recommendations made following the threat assessment to date and represents the vital management part of the process. Here, CONTRACTOR shall have presented initiatives for a path forward and preventative measures and discussed with appropriate stakeholders as outlined above.

2.6.2 Cultural alignment shall be achieved, and appropriate actions and communications regarding those actions shall be solidified. Partner agencies shall be engaged here, and the combination of communication, management, monitoring, and follow-up shall begin.

2.6.3 Management of the action plan shall fall with the COUNTY partner, Human Resources, supervisor(s), law enforcement, or with CONTRACTOR, but CONTRACTOR shall continue to follow the action plan and document the case through completion or into retirement status.

2.7 Conduct Training for staff and/or relevant security personnel

2.7.1 CONTRACTOR shall recommend the following training classes be provided to staff at each

facility. Training delivery methods shall be discussed and decided upon by CONTRACTOR and COUNTY. All training provided by CONTRACTOR shall be professional and interesting, keeping the connection and engagement of attendees which is imperative towards effective training responses. CONTRACTOR shall have used “Feedback-Informed Training” methods (FIT) and encourages measuring success through surveys taken prior to training and afterwards to determine effective knowledge sharing:

- 2.7.1.1 Leadership Information and Threat Assessment Training (Executive staff, Supervision, Management, Human Resources)
- 2.7.1.2 Self-Leadership and Threat Assessment Training (Staff)
- 2.7.1.3 Active Assailant Training (All)
- 2.7.1.4 Situational Awareness & De-Escalation Training (this is most effective for all COUNTY employees and includes a component closest to the concept of “self-defense”)
- 2.7.1.5 Trauma-Informed Interviewing (Management and Human Resources)
- 2.7.1.6 Threat Assessment, Corporate Security & On-Scene Guard Response
- 2.7.1.7 Workplace Impacts by Crimes of Power: Domestic Abuse & Sexual Harassment
- 2.7.2 Training options shall include in person, virtual, and as a learning domain (recorded and online). CONTRACTOR recommends in person training as the most effective as it helps build community and allows assessors to meet staff directly and gain connection with observation. But CONTRACTOR’s staff shall recognize that not all employees at every agency are available for in-person training events. An on boarding session with each agency shall determine their specific needs, as well as include a conversation about gaps and needs that may be present.
- 2.7.3 Trainings shall be provided through arlo.com learning management software at www.actionacademytraining.com and include online registration, reminders, and completion certificates through an automated system. This system also allows trainers to share resources and Power Points with all attendees for future reference.

3 Active Threat Assessment

3.1 In-depth assessment

- 3.1.1 Activate Security and Risk Assessment protocol to gather information
 - 3.1.1.1 CONTRACTOR shall begin assessment and evaluation of any incident of concern immediately upon reporting. Intake shall be conducted remotely or on scene, which shall inform the immediate triage plan and resource allocation. The intake investigation shall include interviews with all involved staff, and others with relevant information. The information gathered shall be utilized in CONTRACTOR’s preferred Structured Professional Judgment (SPJ) tool which is an intake form developed and used by the Salem Keizer Threat Assessment and Management team. This tool includes elements from the WAVR-21, RAGE-V, and MOSAIC SPJ’s. This initial investigation shall allow us to determine the level of threat and subsequent response and management strategies.
 - 3.1.2 CONTRACTOR shall work with COUNTY’s Human Resources and all Contract Human Resources agents to obtain any information within the guidelines and laws of the California Consumer Privacy Act (“CCPA”) (where required, based on individual County department, shall also work within the boundaries of Health Insurance Portability & Accountability (HIPAA) and Family Educational Rights and Privacy Act (FERPA), as indicated).
 - 3.1.2.1 CONTRACTOR shall work with the COUNTY and County Counsel to determine how the potential new law under Senate Bill 553 (adding 527.8 B&P) may affect CCPA compliance (with new regulations that began January 1, 2023, ending employer exemptions under CCPA) specifically the requirement under 527.8 B&P that shall require documenting each workplace violence incident into a log of information.
 - 3.1.2.2 CONTRACTOR’s staff based in the California office shall obtain public record data from

County of Riverside court records to include the County's online Superior Court data system which includes criminal, civil, family law, probate, and additional court information, as well as other databases (COUNTY Assessor's office, Office of Vital Records, Riverside COUNTY Clerk, the Department of Motor Vehicles, etc.).

- 3.1.3 CONTRACTOR shall use their familiarity in open-source intelligence gathering (OSINT) and shall obtain and operationalize the behavioral elements of the information found on social media, blogs, grey-web and deep-web communication platforms, dark-web data breach information and communication platforms, and other forms of digital exposure. The information used shall be targeted in nature, required to show relevance, and shall be trackable (documented) and monitored (oversight). CONTRACTOR's investigators shall look for affiliations, bias, and discrimination, extreme or radical behavior, illegal behavior, substance abuse and misuse, interpersonal problems, violence and aggression, and sexual misconduct, with other project-specific information targeted on a case-by-case basis. Locational, timing, and network device information shall also be obtained. CONTRACTOR's behavioral experts shall then operationalize this information during operational planning and behavioral threat assessment.
- 3.1.4 Security Risk Assessments shall be conducted in a manner to provide clients full scope of security successes and shortcomings and generally include:
- 3.1.4.1 On-Site assessment of associated building's interior and exterior grounds.
 - 3.1.4.2 Inspection of parking, lighting, entrances and exits.
 - 3.1.4.3 Building interior and exterior inspection and walk-thru.
 - 3.1.4.4 Blueprint/schematic/drawing review, including structural and electronic markups.
 - 3.1.4.5 Interviews of principles developing a full scope of where and how stakeholders feel safe and/or vulnerable.
 - 3.1.4.6 Infrastructure breach testing.
 - 3.1.4.7 Afterhours, (nighttime) walkthrough of exterior and interior of facilities.
 - 3.1.4.8 Security Practice and Protocol audit.
 - 3.1.4.9 Outside vendor and general visiting procedures.
 - 3.1.4.10 Review & Recommendations of access control and camera systems.
 - 3.1.4.11 Open Source (online) presence investigation and report.
 - 3.1.4.12 As they arise, inclusion of any other client specific security concerns.
- CONTRACTOR shall integrate best practices from Behavioral Threat Assessment, Executive Protection, and Crime Prevention Through Environmental Design to ensure multiple, overlapping layers of security are in place to deter, detect, deny, delay, and defeat threats. CONTRACTOR shall also use an ethnographic approach to understand how existing structures work or don't work at every layer of an organization and how they affect all stakeholders. Stakeholder interviews shall be varied and always include as many or more "end users" than leadership staff. Final recommendations shall include items that the organization is doing well, and ways in which existing structures, tools, thinking, and capabilities can be built on even more.
- 3.1.5 Conduct Interviews: CONTRACTOR shall approach key components of assessing and managing apparently threatening behavior and language by relying on a well-defined multi-disciplinary, community-based approach and interview and investigation approaches designed to not just understand how a person came to be where they are, but the mechanisms that have informed their approaches and their values and successes that can be inhibitors to violence. CONTRACTOR shall look to understand that person's interactions with systems and programs to determine if they may be contributing to the person's circumstances or that may be resourceful in managing behavior.
- 3.1.5.1 CONTRACTOR shall develop security programs within an organization or group of people, understanding organizational culture, values, processes and existing security structures,

tools, and beliefs are essential to building a violence prevention program that is truly holistic and has the seamless integration necessary to be sustainable and effective long-term. Part of this understanding shall come from an epistemological evaluation of what currently exists for the community in consideration—if CONTRACTORS fail to engage clients in ways that allows them to share their narrative of the ways in which they have thrived so far, what their fears are, what they believe they need and reflects back to them their capability, experience, and value, then CONTRACTOR shall likely fail in improving actual and felt security.

3.1.5.2 In organizational security risk assessments, a truly ethnographic approach is the only possible way to understand how existing structures work or don't work at every layer of an organization and how they affect all stakeholders. CONTRACTOR shall assess organizations, to ensure stakeholder interviews are varied and always include as many or more "end users" than leadership staff. CONTRACTOR shall curate the views and needs of all participants in a way that preserves their needs, fears, and viewpoints, while also protecting them from organizational pressures. CONTRACTOR's final recommendations shall include items that the organization is doing well, and ways in which existing structures, tools, thinking, and capabilities can be built on even more.

3.1.6 Provide updates and create Reports/Documents as requested

3.1.6.1 CONTRACTOR shall provide monthly updates consisting of tracking of hours, activities, financial data, goals, strategic plans, sub-contractors, and deliverables. Updates shall be provided on the 15th of each following month to the COUNTY. Additional data tracking requests from COUNTY shall include similar content to address their specific project(s).

Additional Types of Reports

- a. Brief Action Reports shall document CONTRACTOR's staff activity.
- b. Training Logs and personnel attended, as well as Training class and content (automatically generated from training attendance software).
- c. Assessment & Management Plan Reports for interviews and threat assessment information addressing risk, grievance, and management plans.
- d. Site Survey reports complete with assessment and recommendations related to areas of risk.
- e. Copies of all completed deliverables, Memorandums of Understanding, updated flowchart of teams.

3.2 Personal Assessment and Protection

3.2.1 Involve County Counsel designee re: Temporary Restraining Orders (TRO), Gun Violence Restraining Orders (GVRO), Cease and Desist Orders, etc.

3.2.1.1 CONTRACTOR shall work with COUNTY Contractors and County Counsel when indicated to provide relevant information and evidentiary support as discovered for a strong application.

3.2.1.2 CONTRACTOR shall also manage all GVRO's that are obtained through the threat assessment and management process as part of the long-term monitoring of threat subjects and situations. CONTRACTOR's process shall be to connect with all law enforcement agencies within the County of Riverside and ensure they have an effective and accurate system in place for identifying and responding to Gun Violence Restraining Orders that are about to expire.

3.2.1.3 CONTRACTOR shall only obtain a GVRO as a last resort as California has numerous options for restricting access to firearms such as taking firearms for safekeeping in a domestic abuse case (the conviction of which shall bar the suspect from purchasing or owning firearms) and being prohibited from owning firearms due to being a danger to yourself or others.

- 3.2.1.4 CONTRACTOR's staff shall help direct conversations to Emergency Protective Orders (EPOs) when needed.
- 3.2.1.5 CONTRACTOR shall emphasize the restraining order requirements under 273.6 PC that states an officer "SHALL" arrest for a violation of a restraining order "absent exigent circumstances" to assist in enforcing the laws related to threat assessment and management plans.
- 3.2.2 Conduct home survey and threat assessment if COUNTY employee and/or their family is a target of threats and believes their safety is at risk as a result of their employment.
 - 3.2.2.1 CONTRACTOR shall provide Personal Safety and Security trainings (lecture and tabletop) for COUNTY employees, and identify low-cost, effective residential security measures for COUNTY employees as desired. CONTRACTOR's Residential Security Risk Assessments shall be conducted in a manner to provide clients full scope of security successes and shortcomings and shall generally include:
 - a. On-Site assessment of dwelling's interior and exterior grounds.
 - b. Inspection of parking, lighting, entrances and exits.
 - c. Interviews of principles developing a full scope of where and how stakeholders feel safe and/or vulnerable.
 - d. Infrastructure breach testing.
 - e. Afterhours, (nighttime) walkthrough of exterior and interior of dwelling.
 - f. Practice and procedure audit—how does the homeowner live and do what they do?
 - g. Review and Recommendations of available locks, alarms, and cameras.
 - h. Open Source (online) presence investigation and report.
 - i. As they arise, inclusion of any other client specific security concerns.
 - 3.2.2.2 CONTRACTOR shall integrate best practices from Behavioral Threat Assessment, Executive Protection, and Crime Prevention Through Environmental Design to ensure multiple, overlapping layers of security are in place to deter, detect, deny, delay, and defeat threats. CONTRACTOR shall also use an ethnographic approach to understand how family members feel safe, what their concerns are, and which tools they shall use if available. Final recommendations shall always include items that the homeowner is doing well, and ways in which existing structures, tools, thinking, and capabilities can be built on even more.
- 3.2.3 Recommend if immediate personal protection is needed and implement if necessary
 - 3.2.3.1 If 24-hour personal protection is required, CONTRACTOR's Director of Global Protection shall organize close protection as indicated by the scope of the issue, which shall be staffed by partner providers in the immediate area and shall be sustained by in-house CONTRACTOR trained and licensed personnel if necessary. CONTRACTOR shall use their extensive experience with ad-hoc close protection, as well as maintaining ongoing contracts with three national media affiliates, multiple ultra-high-net-worth individuals, and individuals and organizations that receive bona fide and persistent threats by competent threat actors.
 - 3.2.3.2 All Executive Protection operations shall be supervised by CONTRACTOR's Project Director or additional CONTRACTOR staff as indicated. CONTRACTOR's California staff shall deploy surveillance personnel and investigators, as needed. Surveillance and monitoring shall not only be for the target person(s)/location, but also for the subject, when possible. Partnership with law enforcement shall occur to include:
 - a. Extra patrol requests
 - b. Requesting that Dispatch flag addresses related to possible threat subjects.
 - c. Working with law enforcement and the District Attorney's office to encourage placing a warrant in the system for a significantly dangerous individual with whereabouts

- unknown.
- d. Outreach to crime analysts to consider entering subject into dangerous persons NCIC database.
- 3.2.4 Provide general information about how to protect themselves and families and preserve the confidentiality of personal and home information (i.e., sources of information available to public, Department of Motor Vehicles, COUNTY assessor and county records, Registrar of Voters, COUNTY clerk's office, lawsuits, restraining orders)
- 3.2.4.1 CONTRACTOR shall use OSINT to track, identify, locate, and monitor individuals of concern and identify background information as a course of doing business, CONTRACTOR is strongly positioned to guide open-source hygiene for protectees. CONTRACTOR shall also regularly deliver Personal Safety and Security trainings (lecture and tabletop) for civilians and victims, and identify low-cost, effective residential security measures for employees of the COUNTY as desired.
- 3.2.5 If simultaneous criminal investigation (i.e., stalking, making criminal threats), coordinate with law enforcement before contact is made with suspect
- 3.2.5.1 CONTRACTOR shall respect the needs of law enforcement to investigate while ensuring the safety of all involved. CONTRACTOR shall operate as a threat assessor for the COUNTY and shall work with local law enforcement frequently. CONTRACTOR shall connect with deputies on all calls for service, or CONTRACTOR's staff shall recommend possible connecting with the Special Investigations Bureau to help streamline information and response at the Sheriff's Department.
 - 3.2.5.2 CONTRACTOR shall meet with every law enforcement agency in the COUNTY of Riverside to explain the mission, goals, and the structure as well as the concept and application of threat assessment to them, providing resources and information on threat assessment for their staff, as well as share the current contact information for all parties. Networking shall help facilitate a smoother transition and connection with law enforcement when an incident arises.
 - 3.2.5.3 CONTRACTOR's staff of retired officers and professionals shall maintain excellent relationships with numerous local, State, and Federal contacts and specifically to the COUNTY of Riverside.

**EXHIBIT B
PAYMENT PROVISIONS**

1. CONTRACTOR will be reimbursed for expenses and products incurred and compensated for services rendered, in an amount not to exceed the maximum stated in Section 3.1, and in accordance with the following breakdown.
2. All fees shall be inclusive, including all expenses and travel.
3. If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

Labor Category	Hourly Rate
Senior Operations Director	300.00
Senior Threat Director	300.00
Security Threat Director	250.00
Protection Services Director	250.00
Investigations Director	250.00
Surveillance Director	175.00
Psychologist	350.00
Project Analyst	75.00
Cyber Security/ Forensic Specialist	200.00
Dignitary Protection Professional	150.00

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Foresight Security Consulting Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
 - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
 - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
- 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.
4. **Obligations of County.**
- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
 - D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
 - E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.
5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

- 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section,

understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

- 10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager
County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471









On-Call Threat Assessment Svcs Agrmt - Foresight

Final Audit Report

2024-09-13

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