

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



ITEM: 3.25
(ID # 26924)

MEETING DATE:
Tuesday, January 28, 2025

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Professional Services Agreement with Nancy K. Bohl, Inc. dba The Counseling Team International for Psychological Evaluations, Counseling, Training, and Wellness Support Services for up to \$500,000 annually plus up to \$50,000 annually in as-needed additional compensation through June 30, 2025 with the option to extend one additional year through June 30, 2026. All Districts. [Total Cost up to \$1,100,000 including option year and additional compensation, 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Services Agreement with Nancy K. Bohl, Inc. dba The Counseling Team International for Psychological Evaluations, Counseling, Training, and Wellness Support Services for up to \$500,000 annually through June 30, 2025 with the option to extend one additional year through June 30, 2026; and authorize the Chair of the Board to sign three (3) copies of the Agreement on behalf of the County;

Continued on Page 2


ACTION:Policy


Zachary Hall, ASSISTANT SHERIFF 1/14/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 28, 2025
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement including modifications of the scope of services, and (b) sign amendments to the compensation provisions that do not exceed \$50,000 annually; and
3. Authorize the Purchasing Agent to issue Purchase Orders that do not exceed the total approved amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 550,000	\$ 550,000	\$ 1,100,000	\$ 0
NET COUNTY COST	\$ 550,000	\$ 550,000	\$ 1,100,000	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 24/25-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 23, 2019 (Minute Order 3.48), the Board approved the Professional Services Agreement with Nancy K. Bohl dba The Counseling Team International (TCTI) for \$450,000 annually through June 30, 2024. In May 2024, the Riverside Sheriff's Office (RSO) began negotiations to extend the agreement through June 30, 2025. In the process, a smaller secondary agreement that was previously entered into under the purchasing agent's authority for Critical Incident Stress Debriefings not to exceed \$50,000 annually is being combined into one updated agreement. RSO and the Purchasing Department plan to release a new RFP for these services within the next one to 12 months.

Recruiting, selecting, and retaining law enforcement officers continues to be one of RSO's biggest challenges. With hiring people to staff the jails and other critical need positions throughout the County, the Department has aggressively ramped up their recruitment efforts. As RSO competes with surrounding agencies to attract a bigger pool of applicants in this very competitive environment, the Department needs to have the resources available to test and screen applicants for law enforcement positions. The pre-employment psychological testing of peace officers is mandated by POST and Government Code Section 1031 and as part of the application process, the Department conducts psychological exams of potential candidates to assess their judgment, behavior, integrity, and social competence to determine if they can withstand the psychological demands inherent in the position. This important aspect of pre-screening will be outsourced as the Department plans to streamline the hiring process and cannot afford to lose potential candidates to long delays in scheduling and testing.

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The other challenge the Department is faced with is retaining and maintaining a healthy workforce as the law enforcement profession is physically, emotionally, and mentally demanding. Due to the unique nature of police work and officers exposed to the day-to-day demands and work-related stress, the Sheriff's Office wants to provide support programs for additional psychological and counseling services to employees. The necessary access to support network, resources, and mental health services will help Department personnel cope with the trauma they experience on the job or resolve any personal and emotional problems they face on the job.

TCTI has dedicated certified mental health professionals that are available to travel anywhere in the County to provide immediate support. Furthermore, TCTI's selection practices are founded on modern psychological research techniques and they are professionally recognized as more accurately and successfully screening for prospective law enforcement candidates.

The Riverside County Sheriff's Office is asking to ratify and approve the Professional Services Agreement to continue the services through June 30, 2025, with a one (1)-year renewal option while a new RFP is completed.

Impact on Residents and Businesses

RSO works hard to recruit the right people suited for law enforcement positions, and it also needs to provide the resources and tools to ensure personnel have the help and resources they need to effectively deal with stress and mental health challenges relating to their job. Offering this type of service is essential to ensure that officers can continue to protect and serve communities and respond to the needs of people living with mental illness as well. Also, by instituting a wellness program as preventative measures, this program may decrease Worker's Compensation claims and can be a cost saving to the County.

Contract History and Price Reasonableness

The Riverside Sheriff's Office (RSO) and Purchasing worked together negotiating with this contractor on pricing for services and to combine scope of service between two different agreements into one agreement. Due to the recruitment of additional sworn and unsworn RSO personnel, costs have increased because of the volume increase. The intent is for the County to rebid for services and this Agreement is to ensure that there is a continuum of service.

ATTACHMENTS:

Attachment A Professional Services Agreement SHARC-94876-004-06/25, Nancy K. Bohl, Inc. dba The Counseling Team International

Attachment B Approved SSJ #25-084

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Stacy Orton, Assistant Director of Purchasing	Rebecca S Cortez, Principal Management Analyst
1/9/2025	1/22/2025


Aaron Gettis, Chief of Deputy County Counsel
1/7/2025

PROFESSIONAL SERVICES AGREEMENT

for

**PSYCHOLOGICAL EVALUATIONS, COUNSELING, TRAINING,
AND WELLNESS SUPPORT SERVICES**

between

COUNTY OF RIVERSIDE

and

NANCY K. BOHL, INC. dba THE COUNSELING TEAM INTERNATIONAL



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This Professional Services Agreement is made and entered into by and between Nancy K. Bohl, Inc., a California corporation dba The Counseling Team International, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party".

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 Work, at the prices stated in Exhibit B, Payment Provisions, in accordance with Attachment I, HIPAA Business Associate Agreement.

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 July 1, 2024 through June 30, 2025, unless terminated earlier. The COUNTY has the option to extend the term of the Agreement for up to one additional year through June 30, 2026 by way of written amendment signed by both Parties.

2.2 CONTRACTOR shall continue performance of services 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, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$500,000 annually (per fiscal year July 1 through June 30) including all expenses. Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing. The COUNTY is not responsible for any unauthorized 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. All price decreases (for example, if CONTRACTOR offers lower prices for the same services to another similar governmental entity of similar volume or size) 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 thirty (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 percentage change in Consumer Price Index- All Urban Consumers, All Items - Riverside-San Bernardino-Ontario, CA for the immediately preceding twelve (12) month period January through December 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. For this Agreement, send original invoices to:

Email: BCTCaccounting@riversidesheriff.org

or Mail: Riverside County Sheriff's Office

Attn: BCTC Accounting

16791 Davis Avenue

Riverside, CA 92518

- a) Each invoice shall contain a minimum of the following information: invoice number, date and time of service, location, type of service, duration of service, requestor, point of contact; remittance address; bill-to and ship-to addresses of ordering department/division;

Agreement number (SHARC-94876-004-12/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.
- c) Provide monthly statistical data on usage of counseling services to the Sheriff's Office Wellness Unit Supervisor.

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 Code, 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 or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (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, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause by giving the CONTRACTOR thirty (30) days' written notice 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 take steps to 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 or service of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; 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 includes a transition close-out period, CONTRACTOR shall:

- (a) Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise;
- (b) Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s);
- (c) Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities without additional cost to the COUNTY or the new Contractor(s); and
- (d) Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.

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 (ORCA), and Excluded Parties List 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 Deliverables

The CONTRACTOR agrees that all items tangible or intangible produced by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement and in performance of the services specified in Exhibit A ("Deliverables") shall be the sole property of the COUNTY. The Deliverables exclude pre-existing CONTRACTOR intellectual property. The Deliverables may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties, except where prohibited by law. CONTRACTOR agrees not to release or circulate in whole or part such Deliverables without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest (i.e. benefit or advantage), 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 materially 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. If CONTRACTOR fails to promptly remedy a material defect or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR 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 Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

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 or if CONTRACTOR otherwise performed such screening on same Covered Individuals within the past twelve (12) 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 equally 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, California Penal Code section 11102.1, and any applicable provisions 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. CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement. 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 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. §12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by COUNTY, 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 (5) years following termination of this Agreement and be available in the event COUNTY is subject to an audit due to its source of funds. CONTRACTOR shall provide to the COUNTY, or any duly authorized Federal or State agency, 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 I 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 when email enters the recipient's mail server as recorded by the sender's system, or two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Office
Attn: Purchasing Unit
4095 Lemon Street, 3rd Floor
Riverside, CA 92501

Email: BCTCaccounting@riversidesheriff.org

CONTRACTOR

Nancy K. Bohl, Inc. dba The Counseling Team
International
Attn: Julie Casto Koot, Director of Operations
1881 Business Center Drive, Ste 11
San Bernardino, CA 92408

Email: jkoot@thecounselingteam.com

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 ten (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 by a third party, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of or in any way relating to performance of this Agreement by Indemnitors, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature. 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its 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's 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.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

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 coverages 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.

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.

C. Vehicle Liability: If vehicles or mobile equipment are 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 its 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.

E. Cyber Liability: CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance for claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain for the duration of the contract 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.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as Additional Insureds.

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. If CONTRACTOR'S insurance carrier(s) policy(ies) does(do) not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30)-day Notice of Cancellation Endorsement.

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 coverages 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 retentions 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. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

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 of this Agreement agrees to the use of electronic or digital signatures, such as a digital signature that meets the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. 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 (h) of Section 1633.2 of the Civil Code.

23.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

[Signature Page to Follow]

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

NANCY K. BOHL, INC., a California
corporation dba The Counseling Team
International


By: 
V. MANUEL PEREZ, Chair
Board of Supervisors


Dated: 1/28/2025

ATTEST:
Kimberly Rector
Clerk of the Board


By: 
Deputy

APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: 
Amrit P. Dhillon,
Deputy County Counsel

By: 
Stephen A. Odom, Ph.D.,
President

Dated: 12/04/2024

and
By: 
Julie Casto Koot,
CFO/Director of Operations

JAN 28 2025 3.25

EXHIBIT A
SCOPE OF WORK

1.0 PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

The Riverside County Sheriff's Office hereby engages CONTRACTOR to provide psychological services as part of the COUNTY's pre-employment screening process. Per Government Code Section 1031(f), pre-employment screening of peace officer candidates is required to examine their physical, emotional and mental condition. The pre-employment screening must include, but may not be limited to the following:

- 1.1 Administration of a minimum of two objective psychological tests for each applicant, one of which must be normed against abnormal behavior and the other must be geared toward assessing normal behavior.
- 1.2 Assessment of the relevant life history information for each applicant.
- 1.3 A clinical interview of each applicant after completion of the written psychological tests.
- 1.4 A written report which provides a clear hiring recommendation, a description of how the various tests and procedures combine to provide a comprehensive assessment, and job-related narrative information.

CONTRACTOR must meet the following minimum requirements:

- 1.5 CONTRACTOR's designated staff performing peace officer screening services must meet Government Code Section 1031 (I) and (II):
 - a) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the equivalent of five (5) full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three (3) full-time years accrued post doctorate.
 - b) A psychologist licensed by the California Board of Psychology who has at least the equivalent of five (5) full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three (3) full-time years accrued post doctorate.
- 1.6 The CONTRACTOR's designated physician and surgeon or psychologist shall also have met any applicable education and training procedures set forth by the California Commission on Peace Officer Standards and Training (POST) designated for the conduct of preemployment psychological screening of peace officers.
- 1.7 POST requirements for psychological CONTRACTORS are outlined in Commission Regulation 1955. These requirements include an initial Continuing Professional Education (CPE) training requirement of six (6) hours followed by twelve (12) hours of CPE every two (2) years coinciding with the CONTRACTOR's license renewal cycle. CPE hours are prorated at 0.5 hours/month based on the license renewal date.

2.0 BEHAVIORAL HEALTH AND WELLNESS COUNSELING SERVICES

The Sheriff's Office offers Employee Assistance Program (EAP) for Department employees and their families. The COUNTY's EPA plan provides primary assessment and referral. Due to the unique nature of law enforcement work, the COUNTY provides additional counseling services to its employees in a

psychological service program. In addition, the COUNTY also has Peer Support Teams comprised of designated employees specifically trained to provide support to fellow employees. Referrals can be made for counseling service designated managers, the Sheriff's Office Peer Support Team, or self-referral by employees. The services to be included, but not limited to, are:

- 2.1 CONTRACTOR shall provide professional confidential short-term comprehensive counseling services to approximately 4,000 sworn and non-sworn public safety employees and their eligible dependents living within the home. Short-Term counseling is defined as ten (10) sessions. In addition, provide up to one (1) year of Short-Term counseling sessions for retired RSO personnel beginning on their last day of service with the department. Short-term counseling is determined by the Mental Health Professional on a case by case basis. If it is determined that the issues require long-term treatment (i.e.: acute or chronic emotional disorders) then the Mental Health Professional can refer accordingly.
- 2.2 CONTRACTOR shall provide training for the management team and supervisory team related to the program. COUNTY's designated management and supervisory team will receive short training sessions on how the program works, and how he or she can relate to the program and support it. It is important to build the relationship between managers and supervisors, so they can work together as part of a cooperative team. Training them together supports this teamwork.
- 2.3 CONTRACTOR shall provide initial orientation training to all COUNTY employees related to the program.
- 2.4 CONTRACTOR shall maintain the confidentiality of all COUNTY public safety employees and their eligible family members living in the home referred for counseling. Confidentiality shall mean that all personal information parted will be respected and safeguarded. It may be used only in a responsible manner for the purpose of helping in rehabilitating the person. CONTRACTOR shall be HIPPA compliant and secure our records in accordance with our professional code of ethics, Federal Regulations and state laws. CONTRACTOR also has a "Secure File Transfer Protocol" as part of their security for their network. This prevents any outside intently from being able to access confidential information. CONTRACTOR will not reveal the names or identities of the COUNTY public safety employee or eligible family members who come to the program voluntarily.
- 2.5 CONTRACTOR's staff shall be available to provide counseling services in a convenient and timely manner. To make an appointment, an employee or an eligible dependent may appear in person or call the office between the hours of 7:30 A.M to 4:30P.M. Monday through Friday. The COUNTY employee or the eligible dependent will then come to the office at the prescribed time, where a counseling session will take place. When an emergency takes place, CONTRACTOR provides a 24-hour answering service after hours and our staff are equipped with cell phones.
- 2.6 CONTRACTOR has modified their current website and offers over 75 Articles & Handouts. The website contains a variety of surveys, tests and measurement tools for self-help on various situations including, Guided Imagery, Visualization, Relaxation Techniques and Breathing Exercises.

3.0 PEER SUPPORT TRAINING

Peer support provides a way for COUNTY employees and their family members to confidentially talk about personal/professional problems with specially trained co-workers who understand and want to help. Their primary function is to listen, assess and whenever necessary, refer to mental health professionals. They are taught to complement those services provided by mental health professionals.

- 3.1** CONTRACTOR shall provide a three (3)-day course to bring participants together that have been selected as peer supporters by the COUNTY on a volunteer basis from all ranks and positions within the workplace. Throughout this class, participants will acquire supportive skills which are designed to help them assist their co-workers who are experiencing a variety of life crisis situations, who feel comfortable talking to someone that has "been there" and understands what it's like to work "their jobs".
- 3.2** For Basic Peer Support Training, class topics shall encompass, but not limited to, the following topics:
- a) Developing a Peer Support Program
 - b) Self-Disclosure
 - c) Active Listening/Paraphrasing
 - d) Crisis Intervention Techniques
 - e) Dealing with Depression and Suicide Situations
 - f) Grief and Mourning
 - g) Line-of-Duty-Deaths
 - h) Critical Incident Stress Management
 - i) Eye Movement Desensitization and Reprocessing (EMDR)
 - j) Diversity in Public Safety (LGBTQIA)
 - k) Substance Abuse
- 3.3** For Advanced Peer Support Training, class topics shall encompass, but not limited to, the following topics:
- a) Substance Abuse
 - b) Learn the differences between Posttraumatic Stress and PTSD
 - c) Review Eye Movement Desensitization and Reprocessing (EMDR)
 - d) Develop skills for dealing with suicidal peers
 - e) Develop skills for handling difficult debriefings
 - f) Reinforce basic Peer Support skills
 - g) Discover ways to keep your Peer Support team healthy

4.0 CRITICAL INCIDENT STRESS DEBRIEFING SERVICES

CONTRACTOR shall provide psychological evaluations and counseling services for COUNTY Sheriff's personnel who are involved in critical incidents pertaining to their duties. The COUNTY deems critical incidents to be such, but not limit to, the following: officer involved shootings, Line of duty deaths, any catastrophic events and traumatic situations. The psychological evaluation of COUNTY Sheriff's personnel who are involved in critical incidents pertaining to their duties is a sensitive and crucial component of the COUNTY Sheriff's Office fitness- for-duty requirement. Exposure to severe traumatic situations is an inherent risk in providing for public safety. The Riverside County Sheriff's Office mandates each employee to undergo psychological assessment and counseling services as part of the job reentry procedure. The purpose is to evaluate the individual's mental stability and provide appropriate counseling service to allow the individual to cope and continue to serve in the manner required for ensuring public safety.

- 4.1** CONTRACTOR must have at minimum a five (5) year law enforcement experience in providing psychological and counseling service relating to critical incidents.
- 4.2** CONTRACTOR must provide face-to-face assessment and counseling services to each COUNTY employee affected by critical incidents. In addition, CONTRACTOR must provide training on stress

management, peer support, crisis intervention and any related courses pertaining to managing critical incidents. The request will be done at the discretion of the COUNTY.

- 4.3 Upon request for service by the COUNTY or COUNTY employee, CONTRACTOR must provide the initial face-to-face assessment of the individual and follow up by counseling service within three (3) to four (4) days from the initial assessment, unless directed otherwise by authorized Sheriff's personnel, due to the circumstances of a particular critical incident. The appointment and location will be arranged by the individual or the COUNTY Sheriff's Office. The individual may require more than one follow up assessment and counseling service as needed.
- 4.4 CONTRACTOR must provide twenty-four (24) hours, seven (7) days a week on-call service. Upon notice from an authorized Sheriff's employee requesting service, CONTRACTOR is required to appear at the given location, if in person, within two (2) hours or less to begin the initial assessment and counseling process. The arrival time shall be based on the proximity and/or distance to the location. COUNTY shall provide contact information of the designated personnel authorized to request services.
- 4.5 CONTRACTOR must enforce strict confidentiality requirements with all employees. Since a psychological evaluation is considered "medical" if it provides evidence that could lead to identifying a mental or emotional impairment as listed in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V) and information must be kept confidential, the COUNTY Sheriff's Office will only require the CONTRACTOR to inform the department via telephone to indicate whether the employee is fit-for-duty to return to position or will require additional counseling services.
- 4.6 In the performance of services, the CONTRACTOR shall possess and maintain all required licenses and/ or certified training related to government and law enforcement high impact situation and assessment techniques for public safety agencies. CONTRACTOR will ensure that all of the CONTRACTOR's staff, providing services under this Agreement, possess and maintain required licenses and/or is trained in the performance of duties hereunder. CONTRACTOR must provide COUNTY with copies of licenses and/ or training certification upon request.

5.0 ADDITIONAL REQUIREMENTS

- 5.1 **Mutual Covenants:** The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and fair dealing".
- 5.2 **Agreement Exclusivity:** This is not an exclusive agreement. The COUNTY reserves the right to enter into an agreement with other CONTRACTORS for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Agreement.
- 5.3 **Legality and Severability:** The parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.

EXHIBIT B
PAYMENT PROVISIONS

Pricing shall be all-inclusive and include, but not be limited to, all administration, travel, training and operating costs. Port to port cost for services should include mileage, fuel, travel charge, vehicle charge, assessment, preparation of services, report, and any other cost associated with providing the services.

1.0 PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

CONTRACTOR shall provide pre-employment psychological screening and evaluation service to include four (4) to six (6) hours for written and forty-five (45) minutes for oral at a rate of \$325 per applicant.

2.0 BEHAVIORAL HEALTH AND WELLNESS COUNSELING SERVICES

CONTRACTOR shall invoice the COUNTY Sheriff's Office a monthly rate of \$13,000 per month for services described in Exhibit A Section 2.0 and to include the following:

- 2.1** Professional Short-term Confidential Counseling - for approximately 4,000 COUNTY Sheriffs personnel (Sworn and Non-Sworn) and their eligible family members living within the home. Short-Term counseling is defined as ten (10) sessions.
- 2.2** COUNTY Supervisor Referrals - provide consultations with supervisors regarding problem employees and/or any aspect of the Behavioral Health and Wellness Services.
- 2.3** CONTRACTOR shall conduct Follow-up Sessions for COUNTY employees involved in Critical Incidents.
- 2.4** CONTRACTOR shall conduct an initial orientation for all levels, including management concerning services provided by the Behavioral Health and Wellness Services for no charge. CONTRACTOR will provide all literature for COUNTY management, employees and their eligible dependents, i.e., brochures, flyers, supervisor handbooks, business cards, etc.
- 2.5** CONTRACTOR shall attend one benefits information fair a year that is put on by the COUNTY during open enrollment usually in September or October each year. At the advance request and direction of the COUNTY, CONTRACTOR shall setup a booth/table at the event and attend by at least one representative who shall offer information about the benefits they offer to COUNTY employees in attendance. Setup and attendance at these events shall be at no additional charge to the COUNTY.

3.0 PEER SUPPORT TRAINING

2 Day Supervisor training, POST Certified (basic critical incident course)	1	Per student	\$199
3 Day peer support, POST Certified (Location to be decided by the Sheriff's Office)	1	Per student	\$299
3 Day peer support, POST Certified (Location to be decided by the Sheriff's Office)	1	Per session	\$6,000
Other training (subject upon request)	1	Per hour	\$150
8 Hour stress management/wellness in the workplace POST Certified	1	Per student	\$106

Peer support meetings	1	Per hour	\$110
Peer support candidate interviews	1	Per hour	\$110
4 Hour developing peer support programs	1	Per student	\$60
2 Day Advanced Stress Incident Management, POST Certified	1	Per student	\$199
4 Hour Managing Line of Duty Death	1	Per student	\$55

4.0 CRITICAL INCIDENT STRESS DEBRIEFING SERVICES

Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 on-call Critical Incident Stress Management Services at the reduced rate of \$225.00 per hour port-to-port.

Attachment I
HIPAA Business Associate Agreement
Addendum to Contract

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










Riverside County Sheriff Nancy K Bohl The Counseling Team Intl 2024 Agreement

Final Audit Report

2024-12-05

Created:	2024-12-04
By:	John Farrar (JFARRAR@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAASMn4SYvFMSgrEckOF3VLI4AnlnxxoQrx

"Riverside County Sheriff Nancy K Bohl The Counseling Team Intl 2024 Agreement" History

-  Document created by John Farrar (JFARRAR@RIVCO.ORG)
2024-12-04 - 9:19:09 PM GMT- IP address: 158.61.14.12
-  Document emailed to saodom@thecounselingteam.com for signature
2024-12-04 - 10:07:06 PM GMT
-  Email viewed by saodom@thecounselingteam.com
2024-12-04 - 10:22:55 PM GMT- IP address: 146.75.146.0
-  Signer saodom@thecounselingteam.com entered name at signing as Stephen Odom, PhD
2024-12-04 - 10:37:43 PM GMT- IP address: 162.239.226.234
-  Document e-signed by Stephen Odom, PhD (saodom@thecounselingteam.com)
Signature Date: 2024-12-04 - 10:37:45 PM GMT - Time Source: server- IP address: 162.239.226.234
-  Document emailed to jkoot@thecounselingteam.com for signature
2024-12-04 - 10:37:46 PM GMT
-  Email viewed by jkoot@thecounselingteam.com
2024-12-05 - 2:24:58 AM GMT- IP address: 104.28.111.146
-  Signer jkoot@thecounselingteam.com entered name at signing as Julie Casto Koot
2024-12-05 - 2:26:09 AM GMT- IP address: 137.25.172.231
-  Document e-signed by Julie Casto Koot (jkoot@thecounselingteam.com)
Signature Date: 2024-12-05 - 2:26:11 AM GMT - Time Source: server- IP address: 137.25.172.231
-  Document emailed to adhillon@rivco.org for signature
2024-12-05 - 2:26:12 AM GMT



Email viewed by adhillon@rivco.org

2024-12-05 - 5:41:27 PM GMT- IP address: 104.47.64.254



Signer adhillon@rivco.org entered name at signing as Amrit P. Dhillon

2024-12-05 - 5:42:07 PM GMT- IP address: 158.61.14.12



Document e-signed by Amrit P. Dhillon (adhillon@rivco.org)

Signature Date: 2024-12-05 - 5:42:09 PM GMT - Time Source: server- IP address: 158.61.14.12



Agreement completed.

2024-12-05 - 5:42:09 PM GMT



Adobe Acrobat Sign



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

Date: Thursday, October 24, 2024
From: Amanda Bennett, Deputy Director
To: Board of Supervisors
Via: Ariana Guynes | Ben Clark Training Center (BCTC) | (951) 486-2755

Subject: Request to ratify and approve the Professional Services Agreement with Nancy K. Bohl, Inc. (dba The Counseling Team International) for up to \$500,000 annually plus up to \$50,000 annually in as-needed additional compensation through June 30, 2025 with the option to extend one additional year through June 30, 2026.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

☒ Single Source ☐ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

- ☐ Supplier Quote ☐ Supplier Sole Source Letter ☒ Final draft agreement
☒ Final draft Form 11 ☐ H-11 approved by RCIT/TSOC ☐ Grant Agreement
☐ Other: _____ (i.e.
CA Secretary of State Business Entity Information, Dept. of Justice Registration
Conformation for non-profits, etc.)

1. Requested Supplier Name: Nancy K. Bohl (DBA The Counseling Team International)
Supplier ID: 0000014121
 - a. Describe the goods/service being requested: Requesting Pre-Employment Psychological Evaluations, Counseling, Training, and Wellness Support services for the Riverside County Sheriff's Office (RSO).
 - b. Explain the unique features of the goods/services being requested from this supplier: The Counseling Team International (TCTI) has dedicated, certified mental health professionals readily available to travel anywhere within the Riverside County to provide immediate support to RSO employees and their families. TCTI also offers psychological and counseling services to personnel who are involved in critical incidents pertaining to their duties. These services are confidential and are offered by certified professionals. RSO is faced with the



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
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challenge of maintaining a healthy workforce as the law enforcement profession is very demanding physically, emotionally, and mentally. The services offered by the highly trained and certified professionals at TCTI are a necessary support resource to assist personnel in coping with the personal and emotional stress they face on the job.

Recruiting, selecting, and retaining law enforcement officers is another one of RSO's challenges as the goal to hire continues to increase. RSO needs to have the resources available to test and screen applicants for various law enforcement positions. TCTI's designated staff performing peace officer screening services must meet certain criteria to perform the services. The staff must be a physician with a valid California license who has completed an accredited post graduate medical residency education program in psychiatry and has at least the equivalent of five (5) full-time years of experience in the diagnosis and treatment of emotional and mental disorders.

- c. What are the operational benefits to your department? RSO will greatly benefit from the professional services offered by TCTI. The services are offered by professionals and meet the education and training procedures set forth by the Commission on Peace Officers Standards and Training (POST) for the conduct of pre-employment psychological screening. RSO staff work diligently to recruit the right people suited for law enforcement positions as well as ensure that resources are easily accessible to personnel and family members to effectively deal with stress and mental health challenges.
- d. Provide details on any cost benefits/discounts. The Counseling Team International has provided RSO with a cost breakdown of all services provided which are in line or lower than our neighboring County, San Bernardino.
2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?
- ☐ Yes ☒ No
- a. If yes, please explain why you are requesting to utilize an SSJ process?

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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☐ Yes SSJ# _____ ☒ No

a. What was the total annual and aggregate amount? _____

4. Identify all costs for this requested in the table below:

If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	FY 25/26	Total
On-Going Costs:	\$500,000	\$500,000	\$1,000,000
Pre-Employment Psychological Evaluations, Counseling, Training, and Support services			
Other Costs: 10% Contingency	\$50,000	\$50,000	\$100,000
Total Costs	\$550,000	\$550,000	\$1,100,000

5. Period of Performance: July 1, 2024 – June 30, 2025

Ratify Start Date (if applicable): July 1, 2024

Initial Term Start Date: July 1, 2024 End Date: June 30, 2025

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): One year

Aggregate Term/End Date: June 30, 2026

6. Projected Board of Supervisor Date (if applicable): December 10, 2024

[SIGNATURES ON FOLLOWING PAGE]

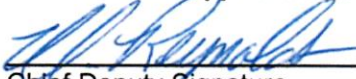
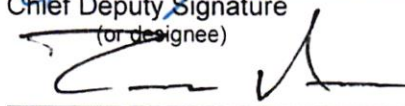


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By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

 Chief Deputy Signature (or designee)	<u>MISTY REYNOLDS</u> Print Name	<u>10/30/24</u> Date
 Assistant Sheriff Signature (or designee)	<u>Zach Han</u> Print Name	<u>10/30/27</u> Date
<u>Amanda Bennett</u> Print Name	<u>Amanda Bennett</u> Department Head Signature (Executive Level Designee)	<u>10/30/24</u> Date

.....

PCS Reviewed:

<u>John J. Farrar</u> Print Name	<u>John J. Farrar</u> Signature	<u>10/24/2024</u> Date
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Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolsource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

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The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

SSJ approval is to allow for continued services while a competitive bid is compiled/released.
Not to exceed:

☐ One-time \$ _____

☒ Annual Amounts reflected in completed chart for Question #4

Total Cost \$1,100,000 including contingency

☐ Aggregate Amount \$ _____

<u>Melissa Curtis</u> Purchasing Agent Signature	<u>11/8/2024</u> Date	<u>25-084</u> Tracking Number (Reference on Purchasing Documents)
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