

AMENDMENT NUMBER ~~ONE~~ TWO
 TO
 CONTRACT NUMBER MA-060-18011420
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 NANCY K. BOHL, INC. DBA THE COUNSELING TEAM INTERNATIONAL

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-18011420 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Nancy K. Bohl, Inc. dba The Counseling Team International, (hereinafter "CONTRACTOR") with a place of business at 1881 Business Center Drive, Suite 11, San Bernardino, CA 92408, with COUNTY and CONTRACTOR sometimes referred to collectively as "Parties," is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Counseling Services for Crisis Intervention on March 1, 2018, as Contract number MA-060-18011420 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of March 21, 2018 through and including March 20, 2019, renewable for four (4) additional one-year terms; and

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-19011120, for a one-year term of March 21, 2019 through and including March 20, 2020 in an amount not to exceed \$25,000 as well as amend Attachment A Scope of Work in its entirety and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT; and~~

~~WHEREAS, COUNTY desires to amend Paragraph Q. Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph Q herein;~~

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on March 14, 2019, as Contract Number MA-060-19011120 (hereinafter "AMENDMENT NUMBER ONE"), for a one year term of March 21, 2019 through and including March 20, 2020 in an amount not to exceed \$25,000; amended Attachment A Scope of Work in its entirety; and amended Paragraph Q. Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR confirmed in writing that it is in compliance with the County's Conflict of Interest Policy as stated in Paragraph Q; and

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase the contract by \$50,000 for a new not to exceed contract amount of \$75,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. ~~Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:~~

2. ~~Term of Contract:~~

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 3/21/18 through and including 3/20/20, unless otherwise terminated by COUNTY. The period of 3/21/18 through and including 3/20/19 shall be known as Contract number MA-060-18011420. The period of 3/21/19 through and including 3/20/20 shall be known as Contract number MA-060-19011120. This Contract may be renewed for three (3) additional one (1) year terms upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew.~~

b. ~~Attachment A, Scope of Work is amended in its entirety as follows:~~

~~ATTACHMENT A~~

~~SCOPE OF WORK~~

~~COUNSELING SERVICES FOR CRISIS INTERVENTION~~

~~1. SCOPE OF WORK~~

~~The contractor shall provide Critical Incident/Crisis Intervention Counseling Services to the Orange County Sheriff's Department (OCSD) sworn and non-sworn employees. Services to be used will be determined by the requesting Division.~~

~~Services must be provided within one hour of the initial call. Responses may be in the following counties: Orange, San Diego, Riverside, San Bernardino and Los Angeles County.~~

~~These services shall include defusings, debriefings, consultations, crisis management briefings, demobilizations and psychological first aid with affected personnel, management and/or families.~~

~~All critical intervention services provided by contractor will be tailored to law enforcement personnel and will be provided through a network of qualified mental health professionals (MHP). The qualified MHP's within this network will possess specialized experience working within a law enforcement environment. This experience shall include critical incident response expertise. The skills and knowledge required of each MHP will be demonstrated by their having acquired and advanced degree in a mental health discipline and debriefing experience with the law enforcement environment. All MHP's shall adhere to the professional standards and best practices in law enforcement critical incident response identified by organizations such as The International Association of Chiefs of Police (IACP) and International Critical Incident Stress Foundation (ICISF). TCTI's network of MHP's shall be available 24 hours a day, 7 days a week, 365 days a year for immediate intervention for staff who are identified as being in crisis by the Orange County Sheriff's Department. TCTI will provide an MHP on-site within 1 hour of the OCSD request.~~

~~Critical Incident Stress Defusing:~~

~~Defusing is a small group discussion following the critical incident which typically takes place within 2 to 12 hours of the event. It includes a three phase structure and the duration is usually less than 1 hour. The group is typically a homogeneous group that consists of persons directly impacted by the event. The goal of a defusing is to normalize reactions and lower the group's tension, set~~

~~— expectations, provide information, discuss coping methods and identify those individuals who
— may need additional support. Defusing's helps to accelerate the recovery process and identify
— the need for debriefings and other services. The process of the defusing helps to establish a non-
— threatening social environment, allows rapid processing of the traumatic event, equalizes the
— information among members of the group, provides information for stress survival, affirms the value
— of the personnel and develops expectancies for the future. Typically in a defusing process there may
— not be a set of pre-arranged questions; the questions may be developed on the spot. The three phases
— include the following steps: *The Introduction Phase* is designed to introduce the team, lay out
— guidelines and lower anxiety about the process. *The Exploration Phase* allows a brief discussion of
— the experience and a brief story of the event. *The Information Phase* is designed to provide
— information, normalize, teach, provide guidance, and summarize key points.~~

Critical Incident Stress Debriefing:

~~— Critical Incident Stress Debriefings (CISD) are structured in small groups and must follow the crisis
— intervention process developed by Jeffery Mitchell, Ph.D. of the International Critical Incident Stress
— Foundation (ICISF). The function of this process is to build the group's resistance to traumatic
— stressors through an active and supportive process. CISD focuses on the group's ability to bounce back
— from a traumatic incident by emphasizing group cohesion, group performance and the ability of the
— group to recover and resume its normal functions. CISD is not a form of psychotherapy, nor is it a
— substitute for psychotherapy, professional counseling, treatment of Posttraumatic Stress Disorder
— (PTSD), or any other mental or physical disease or disorder. The goal is to facilitate a normal
— recovery process among normal people within a small group who may be experiencing normal reactions
— to an abnormal event.~~

~~— It is also used to identify those who might be in need of additional support and in some cases referral
— for professional psychotherapy. CISD is best applied between 24 and 72 hours after a traumatic event.
— In some cases, such as a disaster in which the individuals exposed have continuous exposure to the
— event over time, the CISD may not be provided until several weeks have passed.~~

~~— TCTI's MHP will consider the psychological readiness of the group for the debriefing process in order
— to avoid any negative or adverse reactions. A CISD may last between 1 to 3 hours, depending on the
— number of people in the group and the nature of the event. More intense events may generate stronger
— emotional reactions which may make it more difficult for individuals to express their feelings.~~

TCTI's MHP's will follow the Seven Steps of a debriefing:

~~— The process will include an *Introduction Phase* where the CISD facilitator will lay down the basic
— guidelines and the process of the debriefing. *The Fact Phase* will allow each group member to
— describe their experience of the incident, giving everyone a chance to speak if they wish. *The Thought
— Phase* allows the group members to talk about more personal thoughts, including out of the ordinary
— thoughts; this Phase gives the facilitator the chance to normalize these thoughts and feelings. *The
— Reaction Phase* allows group members to discuss the worst aspect of the event for them personally.
— *The Symptoms Phase* allows group members to discuss what they have experienced in terms of
— emotions, physical reactions, or behaviors as a result of the event. In the *Teaching Phase* the
— facilitator is able to put things into perspective for the group members' in relation to the symptoms,
— emotional reactions, and behaviors that have been discussed during the previous five phase discussions.
— This information is integral to the group members' recovery. The *Re-entry Phase* is designed to answer
— any questions the group may have, and to summarize what has been learned and achieved from the
— discussion.~~

~~In addition, TCTI's Director has created the Law Enforcement model which has two additional phases. The first additional phase is known as the *Unfinished Business Phase*. During that phase, the participants discuss those past emotional experiences which have not been resolved. The second additional phase is known as the *Round Robin Phase*. Here participants of the group make any last comments to each other with the understanding that no one is permitted to respond.~~

~~*Rest, Information, Transition Services (RITS):*~~

~~RITS is usually a one-time, large group information process for employees who have been exposed to a significant traumatic incident. Most of the time, a demobilization occurs at the end of a shift and is immediately applied before the employees are released to go home. The main functions of demobilization is to provide practical information, provide a rest break after disaster work and before returning home and to provide the opportunity for assessment of personnel to see who might need additional support. The participants only sit and listen during the information sessions, no participant has to speak. The TCTI MHP will provide information on stress and survival and toward the end of the group session; participants are asked if they have questions or would like to say anything. A RITS is a secondary function as a screening opportunity to assure that individuals who may need assistance are identified after the traumatic event.~~

~~*Crisis Management Briefings:*~~

~~Crisis Management Briefings (CMB) are structured for larger groups or communities and are designed to provide information about the incident, control rumors, educate about symptoms of distress, inform about basic stress management and identify resources available for continued support if desired. CMB's are not a press conference and media is not permitted. The average CMB is approximately 45-75 minutes, depending on the circumstances and the needs of the effected employees. The goal of a CMB is to provide coping resources, engender cohesion and morale, re-establish a sense of community, provide information and a sense of leadership, reduce tension and chaos, enhance credibility and control rumors. The phases of a CMB are as follows:~~

- ~~1. Assemble Groups~~
- ~~2. Find a credible representative of the field office to present facts on the situation~~
- ~~3. Get the views from other employees on the psychological impact of the event~~
- ~~4. Provide suggestions for coping and stress management as well as provide resources for follow up appointments.~~
- ~~5. Allow the opportunity for questions and answers~~

~~A CMB may be one of the most effective tools available. TCTI will not allow a CMB to degenerate into name calling, accusations and/or become a general forum for organization or leadership bashing. The goals of psychological first aid are to be supportive and assist the law enforcement officer in dealing with their stress reaction. It is to prevent and if necessary control behavior harmful to them or others. It is also to help return the law enforcement officer to duty as soon as possible after dealing with the stress reaction.~~

~~*Psychological First Aid:*~~

~~Psychological First Aid really means nothing more complicated than assisting people with emotional distress whether it results from physical injury, disease or excessive stress. Emotional distress is not always as visible as a wound, a broken leg or a reaction to pain from physical damage. However, overexcitement, severe fear, excessive worry, deep depression, misdirected irritability and anger are signs that stress has reached the point of interfering with effective coping.~~

Minimum Requirements for Crisis Counseling for Orange County Sheriff's Department

- ~~1. The contractor must provide licensed mental health professionals to perform the Critical Incident Stress Management (CISM) services.~~
- ~~2. The contractor must be able to respond within one hour upon receiving a call for CISM services.~~
- ~~3. The contractor must have previous experience providing CISM services to a large law enforcement agency of similar size to OCSD Sheriff or larger capacity, or have worked with the Orange County Sheriff's Department (OCSD) in the same capacity.~~
- ~~4. The contractor must have a *minimum* of ten (10) years' experience performing Critical Incident/Crisis Intervention Counseling services to law enforcement.~~
- ~~5. The contractor must provide licensed mental health professionals certified in crisis/hostage negotiation for support to crisis negotiators.~~
- ~~6. Must be able to read, write and comprehend the English language.~~
- ~~7. Upon completion of initial counseling, contact will be made with initial requestor or designee with updates.~~
- ~~8. Contractor shall provide follow up counseling or Contractor shall provide referrals of Counseling Professionals for the employees.~~
- ~~9. Contractor shall work in partnership with OCSD Department Peer Support Team Coordinator~~

24-hour Assistance

The contractor must meet the following *minimum* requirements:

- ~~1. The contractor must provide services for crisis assistance 24/7/365 days per year. These calls may range from:

 - ~~✓—Officer involved shootings~~
 - ~~✓—Serious injury of an employee~~
 - ~~✓—Death or suicide of an employee~~
 - ~~✓—Abuse or injury of a child~~
 - ~~✓—Catastrophic event~~
 - ~~✓—Natural disaster~~
 - ~~✓—Mass casualty event~~
 - ~~✓—Hostage or barricaded situations~~
 - ~~✓—Major traffic accident involving OCSD personnel~~
 - ~~✓—Individual in crisis~~~~

- ~~✓~~—Terrorist event
- ~~2. The contractor must provide a dedicated answering service for crisis telephone consultations 24/7/365 days per year. TCTI can be reached by calling 1-800-222-9691.~~
- ~~3. The contractor must provide CISM services throughout the County of Orange, and surrounding Counties 24/7/365 day per year.~~
- ~~4. The contractor must provide a minimum of three (3) on-call mental health professionals for crisis phone calls/consultations and/or on-scene response 24/7/365 days per year.~~

~~Counseling and/or Follow-up Sessions~~

The contractor must meet the following *minimum* requirements:

- ~~1. The contractor must provide counseling for Sworn and Non-Sworn Sheriff's personnel as requested by the Department.~~

~~Desirable qualifications:~~

- ~~1. Certification by the International Critical Incident Stress Foundation (ICISF) to perform Critical Incident Stress Management services.~~

~~e. General Terms and Conditions, Paragraph Q. Change of Ownership is amended in its entirety as follows:~~

~~Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.~~

~~County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.~~

~~In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also~~

~~provide an update to the County of its status in these areas whenever requested by the County.~~

~~—The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.~~

- a. ATTACHMENT C, Compensation and Pricing Provisions, Section 2. Fees and Charges of the ORIGINAL CONTACT is revised in part to read as follows:

2. Fees and Charges: County will pay fees in accordance with the provisions of this Contract. Payment shall be as follows:

Contract shall not exceed \$75,000 per year.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-18011420) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct Copy of AMENDMENT NUMBER ONE (Contract Number MA-060-19011120) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~ONE~~ TWO, remain unchanged and in full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-18011420.

*Contractor: The Counseling Team International

By: _____ Title: _____
Print Name: _____ Date: _____

*Contractor: The Counseling Team International

By: _____ Title: _____
Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-18011420)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-19011120)