# PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN COUNTY OF HUMBOLDT AND RESTORATION FIRST RESPONDER NETWORK, LLC FOR FISCAL YEARS 2025 THROUGH 2026

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Restoration First Responder Network, LLC, a California Limited Liability Company, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Sheriff's Office ("Sheriff's Office"), desires to retain a qualified professional to provide first responder peer support individual sessions, critical incident stress debriefing, quarterly agency and county peer support training, consultation services; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the first responder peer support individual sessions, critical incident stress debriefing, quarterly agency and county peer support training, consultation services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

# 1. **DESCRIPTION OF SERVICES**:

CONTRACTOR hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Sheriff, or a designee thereof, hereinafter referred to as "Sheriff."

# 2. <u>TERM</u>:

This Agreement shall begin July 1, 2025 and shall remain in full force and effect until June 30, 2026, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

# 3. TERMINATION:

- A. <u>Termination for Cause</u>. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. <u>Termination without Cause</u>. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. <u>Termination due to Insufficient Funding</u>. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement

reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. <u>Compensation upon Termination</u>. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

# 4. <u>COMPENSATION</u>:

- A. <u>Maximum Amount Payable</u>. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred and Seven Thousand and Three Hundred and Forty-One Dollars (\$107,341.00). CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. <u>Schedule of Rates</u>. The specific rates and costs applicable to this Agreement are set forth in Exhibit B Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. <u>Additional Services</u>. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

# 5. <u>PAYMENT</u>:

CONTRACTOR shall submit to COUNTY semi-annual invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C - Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Sheriff's Office Attention: Monika Fridley, Business Manager 826 4<sup>th</sup> Street Eureka, California 95501

#### 6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Sheriff's Office Attention: Monika Fridley, Business Manager 826 4<sup>th</sup> Street Eureka, California 95501

CONTRACTOR: Restoration First Responder Network, LLC Attention: Sherie Mahlberg, Executive Director 313 Kendall Street Vacaville, CA 95688

## 7. <u>REPORTS</u>:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

# 8. <u>RECORD RETENTION AND INSPECTION</u>:

- A. <u>Maintenance and Preservation of Records</u>. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. <u>Inspection of Records</u>. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. <u>Audit Costs</u>. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation

is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

# 9. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

#### 10. CONFIDENTIAL INFORMATION:

- Disclosure of Confidential Information. CONTRACTOR hereby agrees to protect any and all A. confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures - Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. <u>Continuing Compliance with Confidentiality Requirements</u>. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

# 11. NON-DISCRIMINATION COMPLIANCE:

A. <u>Professional Services and Employment</u>. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require

the employment of unqualified persons.

B. <u>Compliance with Anti-Discrimination Laws</u>. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

# 12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

# 13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. <u>Drug-Free Policy Statement</u>. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. <u>Drug-Free Awareness Program</u>. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. <u>Drug-Free Employment Agreement</u>. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

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- 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. <u>Effect of Non-Compliance</u>. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

# 14. INDEMNIFICATION:

- A. <u>Hold Harmless, Defense and Indemnification</u>. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. <u>Effect of Insurance</u>. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

# 15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. <u>General Insurance Requirements</u>. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
  - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  - 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents,

officers, officials, employees and volunteers.

- 4. Professional Liability Insurance Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. <u>Special Insurance Requirements</u>. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
  - 1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  - 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  - 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  - 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  - 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  - 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or

self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY: If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

- 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. <u>Insurance Notices</u>. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.
  - COUNTY: County of Humboldt Attention: Risk Management 825 Fifth Street, Room 131 Eureka, California 95501
  - CONTRACTOR: Restoration First Responder Network, LLC Attention: Sherie Mahlberg, Executive Director 3133 Kendall Street Vacaville CA 95688 Network@restorationfcc.com

# 16. <u>RELATIONSHIP OF PARTIES</u>:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

# 17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. <u>General Legal Requirements</u>. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. <u>Licensure Requirements</u>. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. <u>Accessibility Requirements</u>. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. <u>Conflict of Interest Requirements</u>. CONTRACTOR hereby agrees to comply with any and all

applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

# 18. <u>PROVISIONS REQUIRED BY LAW:</u>

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

# 19. <u>REFERENCE TO LAWS, REGULATIONS AND STANDARDS:</u>

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

## 20. <u>PROTOCOLS</u>:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

# 21. <u>SEVERABILITY</u>:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

#### 22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

# 23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

# 24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not

expended in accordance with the terms and conditions of this Agreement.

#### 25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

# 26. <u>AMENDMENT</u>:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

# 27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

#### 28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

#### 29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

# 30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Sheriff in accordance with the notice requirements set forth herein.

## 31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set

forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

#### 32. <u>ATTORNEYS' FEES</u>:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

## 33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3 – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

# 34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

#### 35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

#### 36. <u>INDEPENDENT CONSTRUCTION</u>:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

#### 37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

#### 38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist

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or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

# 39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

# 40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

Updated FY 22-23 General Professional Services Agreement Template (12-13-22) (sm)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

# **RESTORATION FIRST RESPONDER NETWORK, LLC:**

Name: es M ahlberg Director Title: cutive

# **COUNTY OF HUMBOLDT:**

By:

Humboldt County Purchasing Agent

Date:	· vering upper to an

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

Date: 7/1/2025

Date: 5 20/25

**Risk Management** 

# LIST OF EXHIBITS:

Exhibit A – Scope of Services Exhibit B – Schedule of Rates Exhibit C – Sample Invoice Form

# EXHIBIT A SCOPE OF SERVICES RESTORATION FIRST RESPONDER NETWORK, LLC For Fiscal Years 2025-2026

Restoration First Responder Network, LLC (RFRN) will provide specialized mental health and peer support services to Humboldt County Sheriff's office employees and their spouses or significant others. All services will be conducted by licensed mental health professionals with expertise in working with first responders.

# 1. <u>SERVICES</u>:

- Proactive Annual Check-Ins (In Station)
- Critical Incident Stress Debriefing/Defusing Services
- Trainings: Command Staff, Peer Support, Spouses
- Consultation: Station/Shift Department Visits and Contract Management
- Individual Counseling Services

# 2. <u>SCHEDULE</u>:

Services will be scheduled, as necessary, by the Sheriff or Restoration Network Executive Director.

#### 3. DELIVERABLES:

# OVERVIEW OF SERVICES AND COMPENSATION

# 1. Proactive Annual Check-Ins (In Station)

RFRN will provide annual 30-minute, one-on-one check-in sessions with employees in the station. These sessions will:

- Offer employees a confidential space to discuss their mental health.
- Help normalize mental health conversations department wide.
- Provide employees with a direct connection to a mental health professional.
- Be mandatory, as directed by the department leadership.
- It is the responsibility of the agency to facilitate employee attendance.
- Missed appointments will not be made up.

#### 2. Critical Incident Stress Debriefing/Defusing Services

RFRN will provide immediate and post-incident crisis intervention for personnel affected by traumatic events. Services include:

• Debriefings: Group sessions to process emotions and reactions following a critical incident.

• Defusing Sessions: Shorter, immediate interventions to stabilize personnel after an incident.

- Crisis Management Briefings: Informational sessions following major events to ensure coordinated mental health support.
- Individual Support: One-on-one sessions for personnel and their families.

# 3. Department-Specific Peer Support Team Meetings

RFRN will facilitate quarterly department-specific peer support team meetings, scheduled during the same week as regional peer support training. These meetings are exclusively for the department's peer support team members, providing a confidential space to process challenges and strategize around department-specific issues.

- Quarterly Department Peer Support Meetings: Focused discussions tailored to the unique dynamics and needs of the department's personnel.
- Strategic Planning & Support: A structured environment to enhance peer team
- effectiveness, address emerging concerns, and reinforce best practices in peer support.

## 4. Regional Peer Support Training

RFRN will provide regional peer support training sessions designed to enhance the skills and effectiveness of peer support teams across multiple departments. These trainings bring together peer team members from various agencies to collaborate, share best practices, and receive structured training.

- Quarterly Regional Peer Support Training: A structured training session that includes:
  - o First Hour: A dedicated session for peer leads from each department to discuss leadership strategies, emerging challenges, and inter-agency collaboration.
  - o Last Two Hours: A formal training experience for all peer team members, focusing on critical topics related to mental health, resilience, and crisis response.

# 5. Consultation: Department Visits & Contract Management

RFRN will provide expert consultation and contract management services, including:

- Department Visits: Conducting in-house/station visits as directed by the Chief/Sheriff or designee. These visits will:
  - o Ensure all shifts and teams receive mental health and resiliency education.

o Allow crews to process events from the past year.

o Provide awareness about available mental health and peer support resources.

o Be staffed by the necessary number of clinicians as determined by RFRN's

Executive Director.

- Consultation Services:
  - o One-on-one and group consultations for command staff.
  - o Critical incident stress management guidance.
  - o Peer support program development and team training.

#### o Development of crisis intervention strategies and tailored mental health solutions.

• Contract Management:

- o Scheduling and managing services.
- o Communication and reporting with peer team leads and command staff.

# 6. Individual Counseling Services

RFRN will provide one-on-one counseling for first responders and their significant others residing in California. Each individual is eligible for up to 12 sessions per incident, per year, available in person or via telehealth. Additionally, retirees and their spouses/significant others are entitled to 12 counseling sessions within the first 12 months of retirement to support their transition.

# Key Benefits:

- Specialized clinicians trained to work with first responders.
- A streamlined intake process--employees call one number, and RFRN assigns them a clinician.
- Confidentiality-no client names, diagnoses, or medical records will be disclosed to employers without consent.
- Missed Appointments: Sessions canceled without 24-hour notice will be billed directly to

the employee at the clinician's standard rate.

#### 7. Travel Costs for Clinicians

RFRN provides travel accommodations for clinicians conducting Proactive Annual Check-ins (PAC), debriefings, and training sessions. Travel costs ensure that clinicians can effectively deliver high-quality services to departments in various locations.

- Proactive Annual Check-ins (PAC): Travel for 3 clinicians to conduct PAC sessions.
- Critical Incident Stress Debriefings: Travel for 1 clinician per debrief. Each debrief requires two separate trips.
- Training Sessions: Travel for 1 clinician to provide department-specific training.

#### 8. Administrative Costs

To account for rising operational expenses, including increased liability insurance, workers' compensation, and compliance costs, RFRN will charge an administrative fee. Compensation:

• Administrative Overhead Rate: 3% of total contract value.

# CONFIDENTIALITY AND COMPLIANCE

- Confidentiality: RFRN adheres to all applicable confidentiality laws, including HIPAA and the California Confidentiality of Medical Information Act (CMIA). No client names, diagnoses, or medical records will be disclosed without written consent.
- Compliance: All services will comply with state and federal regulations governing mental health services.
- 4. <u>COUNTY RESPONSIBILITIES</u>:
  - 1. Provide quarterly employee rosters.
  - 2. Provide a point of contact to facilitate training, consultation or critical incident services, if necessary, during the contract.

Restoration First Responder Network, LLC FY 25/26Page 16 of 19

#### EXHIBIT B

#### SCHEDULE OF RATES

#### **RESTORATION FIRST RESPONDER NETWORK, LLC**

# For Fiscal Year 2025-2026

COUNTY shall compensate CONTRACTOR for any and all services provided pursuant to the terms and conditions of this Agreement based on the following maximum rates of compensation:

- 1. Proactive Annual Check-Ins (In Station)
  - a. Compensation
    - i. Rate: \$220 per hour in eight-hour increments. The entire 8-hour minimum will be billed regardless of the actual time used. Each assigned clinician will see up to 14 employees a day.
    - ii. Annual Hours: 120.
- 2. Critical Incident Stress Debriefing/Defusing Services
  - a. Compensation
    - i. Rate: \$1,180 per incident. \$295 per hour, billed in four-hour increments. The full 4-hour minimum will be billed regardless of the actual time used.
    - ii. Annual Hours: 8.
    - iii. Annual Incidents: 2.
    - iv. Annual Cost: \$2,280.
- 3. Department-Specific Peer Support Team Meetings
  - a. Compensation
    - i. Rate: \$300 per hour. Meeting Duration: Each session is billed in 2-hour increments.
    - ii. Annual Meetings: 4.
- 4. Regional Peer Support Training
  - a. Compensation
    - i. Rate: \$600 per training.
    - ii. Training Duration: Each training session lasts up to 4 hours.
    - iii. Department Responsibility: Every participating department is responsible for compensating RFRN for attendance.
    - iv. Annual Training: 4.

# 5. Consultation: Station/Shift Department Visits and Contract Management

- a. Compensation
  - i. Rate: \$220 per hour, billed door-to-door.
  - ii. Estimated Annual Hours: 10.
    - 1. 2 hours Contract Management
    - 2. 8 hours Department Visits and Consultation
- 6. Individual Counseling Services
  - a. Compensation
    - i. Rate: \$180 per session.
    - ii. Estimated Annual Sessions: 311.
    - iii. Discounted Rate: If the agency exceeds the 12% utilization assumption (311 sessions), the cost per session decreases to \$160 per session.
    - iv. Missed Appointments: Sessions canceled without 24-hour notice will be billed

Restoration First Responder Network, LLC FY 25/26Page 17 of 19

directly to the employee at the clinician's standard rate.

- 7. Travel Costs for Clinician
  - a. Compensation
    - i. PAC Travel (3 Clinicians): \$7,575
    - ii. Debrief Travel (1 Clinician x2): \$3,320
    - iii. Training Travel (1 Clinician): \$1,660

# PAYMENT STRUCTURE

- Semi-Annual Payment Option: Two equal installments of \$53,670 each.
- Annual Payment Option: A single payment of \$107,341 at the start of the contract term.
- Payment Terms: All contracted services will be billed semi-annually. All invoices must be paid within 30 days of receipt. Late payments may be subject to penalties.

# **RETAINER FEE AND COST SUMMARY**

RFRN will be compensated via an annual retainer fee. The retainer fee is applied towards the services listed below. Any/all funds remaining in the account at the end of the contracted fiscal year will expire and be permanently lost. In the event that the agency exhausts funds available in the account, overage costs for services will be billed monthly to the agency.

Service	Estimated Hours/Sessions/Incidents	Cost
Proactive Annual Check-Ins (In Station)	216 employees	\$26,400
Critical Incident Stress Debriefing Services	2 incidents	\$2,280
Department-Specific Peer Support Team Meetings	4 meetings	\$2,400
Regional Peer Support Training	4 trainings	\$2,400
Consultation: Department Visits & Contract Management	10 hours	\$2,200
Individual Counseling Sessions	311 sessions	\$55,980
Travel Costs		\$12,555
Administrative Costs	3% of contract total	\$3,126
Total Annual Cost		\$107,341

#### Ketainer Fee Breakdown

Updated FY 22-23 General Professional Services Agreement Template (12-13-22) (sm)

# EXHIBIT C INVOICE FORM RESTORATION FIRST RESPONDER NETWORK, LLC For Fiscal Years 2025-2026

Restoration First Responder Network LLC (EIN93-42

313 Kendal St Vacaville, CA 95688-3960 USA Network@RestorationFCC.com RestorationRFN.org

#### Estimate

ADDRESS Humboldt County Sheriff Office	•		ESTIMATE DATE	1022 02/17/2025
826 4th Street				
Eureka, CA 95501 Humboldt				

DATE SERVICE	DESCRIPTION	άτγ	RATE	AMOUNT
ICS \$165	Individual Counseling Session	190	165.00	31,350.00
PAC \$110	PAC-Proactive Annual Check In	187	110.00	20,570.00
Consultation Hour \$250	Consultation Hour	4	250.00	1,000.00
CISD \$900	<b>Critical Incident Stress Debrief</b>	2	900.00	1,800.00
Training \$700	Training	4	700.00	2,800.00
Regional Training \$225	Regional Training	4	225.00	900.00
Travel \$60	Travel	178.403	60.00	10,704.18

TOTAL

\$69,124.18

Accepted By

Accepted Date



# **CERTIFICATE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 02/10/2025

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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/19/2024

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	Hiscox Inc. d/b/a/ Hiscox Insurance A	geno	y in (	CA	PHONE (A/C, No	, Ext): (888)	202-3007	FAX (A/C, No):	
	5 Concourse Parkway Suite 2150				É-MAIL	ss: contac	ct@hiscox.co	m	
	Atlanta GA, 30328					INS	URER(S) AFFOR	DING COVERAGE	NAIC #
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	Restoration First Responder Network	LLC			INSURE	RC:			
	313 Kendal St Vacaville, CA 95688-3960				INSURE	RD:		•	
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A	Cyber and Data Risk							Aggregate: \$ 250,000	
A	Professional Liability	Y	Y	P102.649.701.2		11/16/2024	11/16/2025	Each Claim: \$ 2,000,000 Aggregate: \$ 4,000,000	
Pro	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Provision: Humboldt County and its agents, officiers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of Restoration First Responder Network.								
	RTIFICATE HOLDER				CAN	CELLATION			
Hui 826	mboldt County Sheriff's Office 5 Fourth Street reka, CA 95501-0516				SHO	OULD ANY OF	THE ABOVE D	DESCRIBED POLICIES BE CANCE EREOF, NOTICE WILL BE D CY PROVISIONS.	
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1						© 19	988-2015 AC	ORD CORPORATION. All ri	ghts reserved.

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Policy Number: EIG 5505674 01

EMPLOYERS P.O. Box 539003 Henderson, NV 89053-9003

# **RESTORATION FIRST RESPONDER NE 313 KENDAL ST** VACAVILLE CA 95688

#### INSURED COPY

EMPLOYER

Workers' Compensation and Employers Liability Insurance Policy

EMPLOYERS PREFE	ERRED IN	IS. CO.			Policy Nu	ımber	From Policy P	eriod To
A Stock Company					EIG 55056	674 01	03/15/2025 12:01A.M. Standard Time a Insured as stated herein	03/15/2026 It the address of the
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					Telephone:	916772	29200	
Customer #		Carrier # 31283	FEIN # 934220022		Risk ID #		Entity of Insured	0

Additional Locations:

2. The Policy Period is from 03/15/2025 to 03/15/2026 12:01 a.m. Standard Time at the Insured's mailing address.

- 3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA
  - B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$ 1,00
Bodily Injury by Disease	\$ 1,00
Bodily Injury by Disease	\$ 1,00

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each accident policy limit each employee

C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and states listed in item 3.A.

D. This policy includes these endorsements and schedules: See attached schedule.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

# SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	500	Expense Constant Premium Discount	\$ \$	160
Assessments and Taxes	\$		Total Estimated AnnualPremium	\$	1,113
🔲 This is a Three Year Fix	ked R	ate Policy			
Premium Adjustment Per	iod:	🖾 Annual; 🗆	] Semiannual; 🗌 Quarterly; 🗌 Monthly		
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Issuing Office EMPLOYERS P.O. BOX 53 HENDERSON	9003	ERRED INS. CO. 89053-9003			
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WC990630 (5/98 Ed.)			Page 1 of 4		

EMPLOYERS PREFERRED INS. CO. A Stock Company P.O. BOX 539003

HENDERSON, NV 89053-9003

#### WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number: EIG 5505674 01 Named Insured: RESTORATION FIRST RESPONDER NE Agent: BUILDERS & TRADESMENS INS SVCS 0001737

# **EXTENSION OF INFORMATION PAGE**

# CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Californ	nia			-
Ratin	g Period: 03/15/2025 through 03/15/2026			
Site	00001			
8810 Site	CLERICAL OFFICE EMPLOYEES-N.O.C. 00001 Total	60,000	0.200000 \$	120.00 <b>120.00</b>
Tota	l of Sites for Rating Period		\$	120.00
Rating	Period Total	· · · ·	\$	120.00
Rating	g Period: 03/15/2025 through 03/15/2026			
0930 0900	WAIVER OF SUBROGATION EXPENSE CONSTANT			750.00 160.00
0936 0935 0937	STATE W.C. FRAUD ASSESSMENT STATE W.C. ADMINISTRATIVE ASSESSMENT CA INSURANCE GUARANTY	1,060 1,060 1,060	0.004096 0.012370	4.00 13.00
0938 0939 0940	CA UNINSURED EMPLOYERS FUND CA SUBSEQUENT INJURY FUND OSHF ASSESSMENT	1,060 1,060	0.000818	1.00 32.00
0940 0943 9741	LABOR ENFORCEMENT & COMPLIANCE CATASTROPHE PREMIUM	1,060 1,060 60,000	0.001885 0.001058 0.020000	2.00 1.00 12.00
9740 Rating	TERRORISM PREMIUM	60,000	0.030000 \$	18.00 <b>993.00</b>
State T	otal		\$	1,113.00
Policy 1	otal	· · ·	\$	1,113.00

<u>EMPLOYERS</u>®

EMPLOYERS PREFERRED INS. CO. A Stock Company P.O. BOX 539003 HENDERSON, NV 89053-9003 WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy N	lumber:	EIG 5505674 01	
Named	Insured:	RESTORATION FIRST RESPO	NDER NE
Agent:	BUILDER	S & TRADESMENS INS SVCS	0001737

# SITE LOCATION SCHEDULE

StateCA1RESTORATIONFIRSTRESPONDERNE313KENDALSTVACAVILLECA95688



EMPLOYERS PREFERRED INS. CO. A Stock Company P.O. BOX 539003 HENDERSON, NV 89053-9003

#### WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number: EIG 5505674 01

Agent: BUILDERS & TRADESMENS INS SVCS 0001737

# **ENDORSEMENT SCHEDULE**

Issued Date: 02/03/2025 WC990633 (5/98 Ed.)

# PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

# PART FIVE PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

This endorsement changes the policy to (The information below is requ	which it is attached and is effective on the date issued u ired only when this endorsement is issued subsequent to	inless otherwise stated. preparation of the policy.)
This endorsement, effective	at 12:01 AM standard time, fo	orms a part of
Policy No.	Of the	
	Carrier Code	
Issued to		Endorsement No.
Premium		
Countersigned at	on By:	Authorized Representative
<b>WC 00 04 19</b> (Ed. 1-01)	© National Council on Compensation Insurance, Inc.	

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

#### Person or Organization

**Job Description** 

COUNTY OF HUMBOLDT, HUMBOLDT 826 4TH ST **COUNTY SHERIFF'S OFFICE EUREKA CA 95501** 

The charge for this endorsement is \$ 250

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 03/15/2025

at 12:01 AM standard time, forms a part of

Policy No. EIG 5505674 01

Of the EMPLOYERS PREFERRED INS. CO. Carrier Code 00920

Issued to	RESTORATION FIRST RESPONDER NE	Endorsement No.
Premium	\$1,113	Br. K. antened
Countersig	ned at on	_ BV: Enfende
•		Authorized Representative

# WC 04 03 06

(Ed. 4-84)

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#### DUTY TO DEFEND-CALIFORNIA

The insurance afforded by Part One, Section C, "We Will Defend", is hereby deleted and replaced with the following:

#### WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict, or otherwise alter any obligations or conditions under Part Two – Employer's Liability Insurance of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issue	d unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent	to preparation of the policy.)

This endorsement, e	effective	at 12:01	AM stand	lard time, fo	orms a part of	
Policy No.		Of the				
	-		Carrier Co	ode		
Issued to					Endorsement No.	
Premium	-" 					
Countersigned at		on		Ву:	Authorized Representative	

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#### ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE LIMITED LIABILITY COMPANY COVERAGE / EXCLUSION-CALIFORNIA

If the employer named in Item 1 of the Information Page is a limited liability company, this policy applies to all working members receiving wages irrespective of profits from the limited liability company, as employees, except those managing members excluded below.

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

#### Managing Members/Trustees Excluded

Title

#### Managing Member

SHERIE MAHLBERG

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by this policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective	at 12:01 Al	M standard time	e, forms a part of
Policy No.	Of the		
	C	arrier Code	
Issued to			Endorsement No.
Premium			•
Countersigned at	on	Ву:	Authorized Representative
WC 04 03 18 C (Ed. 07-18)			

# EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT – CALIFORNIA

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

- 1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
- 2. The employment must be necessary or incidental to your work in California.
- 3. Bodily injury by accident must occur during the policy period.
- 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
- If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.
- C. The **"Exclusions"** section is modified as follows (all other exclusions in the **"Exclusions"** section remain as is):
  - 1. Exclusion 1 is amended to read as follows:
    - 1. liability assumed under a contract.
  - 2. Exclusion 2 is deleted.
  - 3. Exclusion 7 is amended to read as follows:
    - 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
  - 4. The following exclusions are added:
    - 1. bodily injury to any member of the flying crew of any aircraft.
    - 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
    - 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective	at 12:01 AM standar	rd time, forms a part of
Policy No.	Of the	
	Carrier Code	e
Issued to		Endorsement No.
Premium		
Countersigned at	on B	y:Authorized Representative
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# **OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA**

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	
(The information below is required only when this endorsement is issued subsequent to preparation of the policy	1.)

This endorsement, effective	at 12:01 AM standard time, forms a part of		
Policy No.	Of the		
	Carrier Code	н. 1	
Issued to		Endorsement No.	
Premium			
Countersigned at	on By:		
		Authorized Representative	
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## CALIFORNIA SHORT-RATE CANCELATION ENDORSEMENT

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancelation table below:

Extended Number of days	· · ·	Per Cent of Full Policy Premium	Extended Number of days		Per Cent of Full Policy Premium	Extended Number of days	F	er Cent of Full Policy Premium
1		5%	95-98		37%	219-223		69%
2		6%	99-102		38%	224-228		70%
3-4		7%	103-105		39%	229-232		71%
5-6		8%	106-109		40%	233-237		72%
7-8		9%	110-113		41%	238-241		73%
9-10		10%	114-116		42%	242-246	(8 mos.)	74%
11-12		11%	117-120		43%	247-250		75%
13-14		12%	121-124	(4 mos.)	44%	251-255		76%
15-16		13%	125-127		45%	256-260		77%
17-18		14%	128-131		46%	261-264		78%
19-20		15%	132-135		47%	265-269		79%
21-22		16%	136-138		48%	270-273	(9 mos.)	80%
23-25		17%	139-142		49%	274-278		81%
26-29		18%	143-146		50%	279-282		82%
30-32	(1 mo.)	19%	147-149		51%	283-287		83%
33-36	(1 1110.)	20%	150-153	(5 mos.)	52%	288-291		84%
37-40		21%	154-156		53%	292-296		85%
41-43		22%	157-160		54%	297-301		86%
44-47		23%	161-164		55%	302-305	(10 mos.)	87%
48-51	•	24%	165-167		56%	306-310		88%
52-54		25%	168-171		57%	311-314		89%
55-58		26%	172-175		58%	315-319		90%
59-62	(2 mos.)	27%	176-178		59%	320-323		91%
63-65	()	28%	179-182	(6 mos.)	60%	324-328		92%
66-69		29%	183-187		61%	329-332		93%
70-73		30%	188-191		62%	333-337	(11 mos.)	94%
74-76		31%	192-196		63%	338-342		95%
77-80		32%	197-200		64%	343-346	·····	96%
81-83		33%	201-205		65%	347-351		97%
84-87		34%	206-209		66%	352-355		98%
88-91	(3 mos.)	35%	210-214	(7 mos.)	67%	356-360		99%
92-94		36%	215-218		68%	361-365	(12 mos.)	100%

#### Short Rate Cancelation Table

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective

at 12:01 AM standard time, forms a part of

Policy No.

Of the

Carrier Code

Issued to			Endorsement No.
Premium			
Countersigned at	on	By:	
		•	Authorized Representative

WC 04 04 22

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#### CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

#### **Cancelation:**

- 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
- 2. We may cancel this policy for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
  - h. The occurrence of a material change in the ownership of your business;
  - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
  - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
- 3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
- 4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
- 5. The policy period will end on the day and hour stated in the cancelation notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.

(The information below is required o	nly when this endorsement i	s issued subsequent	t to preparation of the policy.)
This endorsement, effective	at 12:01 AM	l standard time,	forms a part of
Policy No.	Of the		
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			Authorized Representative
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# INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposit premium shown below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Installment Number	Date Due	Amount
01	03/15/2025	\$1,113.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective	at 12:01 AM	at 12:01 AM standard time, forms a part of		
Policy No.	Of the			
	Ca	rier Code		
Issued to			Endorsement No.	
Premium				
Countersigned at	on	By:	Authorized Representative	
WC 99 04 05 A (Ed. 3-07)				

. FIRST RESPONDER NETWORK LI

Humboldt County Sheriff's Office shall compensate Restoration First Responder Network for any and all services provided pursuant to the terms and conditions of the Scope of Work based on the following maximum rates of compensation:

- 1. Proactive Annual Check-Ins (In Station)
  - a. Compensation
    - i. Rate: \$220 per hour in eight-hour increments. The entire 8-hour minimum will be billed regardless of the actual time used. Each assigned clinician will see up to 14 employees a day.
    - ii. Annual Hours: 120.
- 2. Critical Incident Stress Debriefing/Defusing Services
  - a. Compensation
    - i. Rate: \$1,180 per incident. \$295 per hour, billed in four-hour increments. The full 4-hour minimum will be billed regardless of the actual time used. •
    - ii. Annual Hours: 8.
    - iii. Annual Incidents: 2.
- 3. Department-Specific Peer Support Team Meetings
  - a. Compensation
    - i. Rate: \$300 per hour. Meeting Duration: Each session is billed in 2-hour increments.
    - ii. Annual Meetings: 4.
- 4. Regional Peer Support Training
  - a. Compensation
    - i. Rate: \$600 per training.
    - ii. Training Duration: Each training session lasts up to 4 hours.
    - iii. Department Responsibility: Every participating department is responsible for compensating RFRN for attendance.
    - iv. Annual Training: 4.
- 5. Consultation: Station/Shift Department Visits and Contract Management
  - a. Compensation
    - i. Rate: \$220 per hour, billed door-to-door.
    - ii. Estimated Annual Hours: 10.
      - 1. 2 hours Contract Management
      - 2. 8 hours Department Visits and Consultation
- 6. Individual Counseling Services
  - a. Compensation
    - i. Rate: \$180 per session.
    - ii. Estimated Annual Sessions: 311.
    - iii. Discounted Rate: If the agency exceeds the 12% utilization assumption (311 sessions), the cost per session decreases to \$160 per session.

Restoration First Responder Network 313 Kendal Street, Vacaville, CA 95688 RestorationFRN.com Network@restorationfcc.com

- iv. Missed Appointments: Sessions canceled without 24-hour notice will be billed directly to the employee at the clinician's standard rate.
- 7. Travel Costs for Clinician
  - a. Compensation
    - i. PAC Travel (3 Clinicians): \$7,575
    - ii. Debrief Travel (1 Clinician x2): \$3,320
    - iii. Training Travel (1 Clinician): \$1,660

# PAYMENT STRUCTURE

• Semi-Annual Payment Option: Two equal installments of\$ 53,670 each.

• Annual Payment Option: A single payment of \$107,341 at the start of the contract term.

• Payment Terms: All contracted services will be billed semi-annually. All invoices must be paid within 30 days of receipt. Late payments may be subject to penalties.

# **RETAINER FEE AND COST SUMMARY**

RFRN will be compensated via an annual retainer fee. The retainer fee is applied towards the services listed below. Any/all funds remaining in the account at the end of the contracted fiscal year will expire and be permanently lost. In the event that the agency exhausts funds available in the account, overage costs for services will be billed monthly to the agency.

Service	Estimated Hours/Sessions/Incidents	Cost	
Proactive Annual Check-Ins (In Station)	216 employees	\$26,400	
Critical Incident Stress Debriefing Services	2 incidents	\$2,280	
Department-Specific Peer Support Team Meetings	4 meetings	\$2,400	
Regional Peer Support Training	4 trainings	\$2,400	
Consultation: Department Visits & Contract Management	10 hours	\$2,200	
Individual Counseling Sessions	311 sessions	\$55,980	
Travel Costs		\$12,555	
Administrative Costs	3% of contract total	\$3,126	
Total Annual Cost		\$107,34	

# Restoration First Responder Network 313 Kendal Street, Vacaville, CA 95688 RestorationFRN.com Network@restorationfcc.com





#### Endorsement 49

NAMED INSURED: Restoration First Responder Network LLC

# Additional Insured Endorsement (Designated Person or Organization)

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

#### SCHEDULE

#### Name of Person(s) or Organization(s):

Humboldt County Sheriff's Office 826 Fourth St Eureka CA 95501-0516

- I. The following is added to the end of Section III. Who is an insured:
  - DP-A. Designated person or organization (s) or organization(s) shown in the Schedule above will be added to this Coverage Part as an additional insured, but only with respect to their liability for **bodily injury**, property damage, or personal and advertising injury arising out of:
    - 1. your acts or omissions;
    - 2. the acts or omissions of those acting on **your** behalf in the performance of **your** ongoing operations; or
    - 3. in connection with premises owned by or rented to **you**.

However, the coverage afforded to such additional insured(s):

- a. applies only to the extent permitted by law; and
- b. will not be broader than **you** are required by contract or agreement to provide for such additional insured(s).

If coverage provided to the additional insured(s) listed in the Schedule above is required by a contract or agreement, the most **we** will pay on behalf of any such additional insured is the amount of insurance:

- i. required by such contract or agreement; or
- ii. available under the applicable limits stated in the Declarations, whichever is less.

II. This Endorsement will not increase the applicable limits stated in the Declarations.

Endorsement Effective: February 25, 2025

Policy No.: P102.649.700.2

Mary Boyd

By: Mary Boyd (Appointed Representative)

BOP-GL E5003 CW (11/19)

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