

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
NANCY K. BOHL, INC. DBA THE COUNSELING TEAM INTERNATIONAL**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the 1st day of June, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and NANCY K. BOHL, INC., a California corporation DBA THE COUNSELING TEAM INTERNATIONAL ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide psychological evaluation services on an as-needed basis, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference, as requested by City.

1.2. Location of Services.

- (a) Groups of Five or More Applicants. If five (5) or more applicants will be evaluated on the same day, pre-employment psychological evaluation services may, at City's election, be conducted at Consultant's Costa Mesa office, located at 3151 Airway Ave., Ste. D2, Costa Mesa, CA 92626. If City requests, Consultant shall provide oral and written evaluation services for such candidates on the same day.
- (b) Groups of Less than Five Applicants. If less than five (5) applicants will be evaluated on the same day, pre-evaluation services will be conducted at

Consultant's headquarters in San Bernardino, CA. If City requests, Consultant shall provide oral and written evaluation services for such candidates on the same day.

- (c) COVID-19 Pandemic. Consultant's services may be provided via online video methods, including, but not limited to, Zoom and Skype, during the novel coronavirus (COVID-19) pandemic in order to comply with public health directives.

1.3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into

agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.9. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall

commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on May 31, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of

Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project

Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Nancy K. Bohl, Inc. dba The  
Counseling Team International  
P.O. Box 10427  
San Bernardino, CA 92423  
Tel: (800) 222-9691 ext. 225  
Attn: Julie Koot

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5169  
Attn: Kasama Lee

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant



hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.



Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**



Nancy K. Bohl  
Director/Owner

Date: 6-15-2020



Julie Koot  
CFO

Date: 6-15-2020

**CITY OF COSTA MESA**



Lori Ann Farrell Harrison  
City Manager

Date: 6/30/20

ATTEST:

Brenda Green 7/1/2020

Brenda Green  
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow  
City Attorney

Date: 6/25/20

APPROVED AS TO INSURANCE:

Ruth Wang

Ruth Wang  
Risk Management

Date: 6/25/2020

APPROVED AS TO CONTENT:

Kasama Lee

Kasama Lee  
Project Manager

Date: 6/25/2020

DEPARTMENTAL APPROVAL:

Kasama Kee

Kasama Kee  
Acting Human Resources Manager

Date: 6/25/2020

APPROVED AS TO PURCHASING:

Carol Molina

Carol Molina  
Acting Finance Director

Date: June 27, 2020

**EXHIBIT A**  
**SCOPE OF WORK**

**SCOPE OF WORK  
FOR  
RFP FOR PSYCHOLOGICAL EVALUATION - CONSULTING SERVICES  
BACKGROUND**

Pre-employment psychological evaluations are required for the following City of Costa Mesa positions:

Police Department Employees (sworn, Communication Officers, Range Master)  
Fire Department Employees (sworn)

Fitness-for-Duty, counseling and crisis intervention services are also available for those employees referred for evaluation and treatment.

It is anticipated that an average of 38 psychological evaluations will be required annually in the following categories:

Employee Category	# of Evaluations Anticipated Annually
Pre-Employment Police Department Employees (sworn)	20
Pre-Employment Police Department Employees (civilian)	10
Pre-Employment Fire Department Employees (sworn)	4
Fitness-for-Duty / Counseling / Crisis Intervention	4

These figures are provided only as information; it is neither expressly implied nor guaranteed that the amount shown will be achieved during the initial contract period or subsequent renewal periods of any contract entered into as a result of this Request for Proposal. Actual number of psychological evaluations performed, whether lesser or greater than the amount indicated shall not affect the contracted rates established by this Request for Proposal.

The City reserves the right to award more than one contract for the services specified herein in order to ensure the continuing ability to obtain timely and accurate psychological evaluations. Once, identified, the qualified firms will be contacted on an "as-needed" basis as psychological services are needed.

**SCOPE OF WORK**

The psychologist shall provide the following services:

Pre-Employment psychological evaluations:

- Review of candidate's personal history and other background material
- Administering, scoring and interpreting the results of validated written psychological tests
- Clinical interview and evaluation. Sworn police and Communication Officer candidates must be evaluated against job-related psychological constructs as defined by California Commission on Peace Officers Standards and Training (POST).
- Provide a written report including a determination whether candidate is psychologically suitable for employment. For sworn police and Communication Officer candidates, this determination shall be made relative to applicable POST standards and the position's duties and essential functions (as detailed in the applicable job description).



Other psychological evaluation services:

- Fitness for duty evaluation and recommendation regarding employee's ability to safely perform the essential functions of his/her position.
- Counseling and crisis intervention services for those employees referred for evaluation and treatment as the result of involvement in traumatic events.
- Critical incident response and post-critical incident counseling and evaluation services.

The psychologist shall hold all candidate/employee mental health screenings/evaluations and patient records in strict confidence pursuant to applicable statutes including but not limited to the California Confidentiality of Medical Information Act and the federal Health Information Portability and Privacy Act (HIPAA).

The psychologist must comply with any current International Association of Chiefs of Police (IACP) - Police Psychological Services Standards, POST and National Fire Protection Association (NFPA) education and training requirements for evaluating pre-employment psychological evaluation of safety personnel and psychological screenings will comply with HIPAA, the American with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA).

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**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

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**VENDOR APPLICATION FORM  
FOR  
RFP for PSYCHOLOGICAL EVALUATION - CONSULTING SERVICES**

TYPE OF APPLICANT:             NEW             CURRENT VENDOR

Legal Contractual Name of Corporation:            Nancy K Bohl, Inc dba The Counseling Team International

Contact Person for Agreement: Julie Koot, CFO

Corporate Mailing Address:            PO Box 10427

City, State and Zip Code:            San Bernardino, CA 92423

E-Mail Address: jkoot@thecounselingteam.com

Phone: 800-222-9691 x225            Fax: 909-384-0734

Contact Person for Proposals: Julie Koot

Title: CFO            E-Mail Address: jkoot@thecounselingteam.com

Business Telephone: 800-222-9691 x225            Business Fax: 909-384-0734

Is your business: (check one)

NON PROFIT CORPORATION             FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION             LIMITED LIABILITY PARTNERSHIP  
 INDIVIDUAL             SOLE PROPRIETORSHIP  
 PARTNERSHIP             UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Nancy K Bohl, Ph.D.</u>	<u>Director/Owner</u>	<u>800-222-9691 x234</u>
<u>Julie Koot</u>	<u>CFO</u>	<u>800-222-9691 x225</u>
<u> </u>	<u> </u>	<u> </u>
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Federal Tax Identification Number: 33-0838064

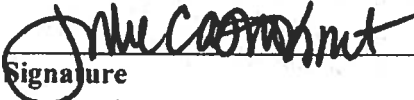
City of Costa Mesa Business License Number: TCTI will obtain a license if awarded the contract  
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP FOR PSYCHOLOGICAL EVALUATION CONSULTING SERVICES** at any time after **November 27, 2019**.

  
Signature  
Julie Castokaut  
Print

Date: 12-10-19

**OR**

I certify that Proposer or Proposer's representatives have communicated after **November 27, 2019** with a City Councilmember concerning informal **RFP FOR PSYCHOLOGICAL EVALUATION CONSULTING SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print

Date: \_\_\_\_\_



## THE COUNSELING TEAM INTERNATIONAL

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December 9, 2019

To Whom It May Concern:

The Counseling Team International (TCTI) is pleased to submit this bid in response to the City of Costa Mesa's Request for Proposal (RPF) for psychological evaluation services for the City. TCTI understands the awarded contractor will be in accordance with the Sample Professional Service Agreement, Appendix A terms, conditions, and scope of work.

TCTI's screening process can aid in detecting relevant psychopathology and personality disorders and can be beneficial in the prevention and management of undue stress in those individuals and therefore, helps the department humanely and financially. Research shows that excessive stress can lead to aggressive and unconventional behavior, as well as mental and physical problems and breakdowns on the job. There is considerable evidence suggesting that more emergency service personnel are affected by job-related stress than the normal work force.

The experience and credentials of TCTI are impeccable and we meet all minimum and desirable qualifications. TCTI has enjoyed providing Pre-Employment Psychological Examination Services for the past thirty-two (32) years to a variety of public safety agencies and we look forward to gaining a relationship with your department. TCTI's Clinical Psychologists conducting the oral interviews are in compliance with California code 1031 (f)(2)(B), which obligates TCTI's Clinical Psychologists to meet applicable education and training procedures set forth by the California Peace Officer Standards and Training (POST). TCTI is confident that our organization can provide superior services to fulfill your needs.

The pre-employment psychological examination portion of this project will be provided at TCTI's headquarters office located at 1881 Business Center Drive, Suite 11, San Bernardino, CA 92408 and can be scheduled by calling (800) 222-9691x224. TCTI has multiple satellite offices located in the counties of Orange, Riverside, San Bernardino, San Diego and Los Angeles. The offices located closest to the City of Costa Mesa are located at 3151 Airway Avenue, Ste D-2, Costa Mesa, CA 92626, 333 Third Street, Suite 6, Laguna Beach, CA 92651, 1151 Dove Street, Suite 105, Newport Beach, CA 92660 and 2124 Main Street, Suite 230, Huntington Beach, CA 92648. These locations are utilized for psychological therapy and debriefings services as requested.

If you have any questions or should you require additional information, please do not hesitate to contact me.

Stay Safe & Be Well,

Nancy K. Bohl-Penrod, Ph.D.

Director/Owner

The Counseling Team International (TCTI)

909-884-0133 x234

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P.O. Box 10427 • San Bernardino, CA 92423 • (909) 884-0133 • Fax (909) 384-0734  
Satellite Offices in the Counties of: Los Angeles • Orange • Riverside • San Bernardino • San Diego • Ventura

[www.thecounselingteam.com](http://www.thecounselingteam.com)



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## **Background and Summary Section:**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to the Scope of Work, Attachment A of this RFP.

The Counseling Team International (TCTI) understands the pre-employment psychological evaluations are required for the following City of Costa Mesa positions:

- Police Department Employees (sworn, communication officers, range master)
- Fire Department Employees (sworn)

TCTI understands fitness-for-duty, counseling and crisis intervention services are also available for those employees referred for evaluation and treatment. TCTI usually refers to an outside clinician to conduct a FFDE when TCTI is the primary contractor for psychological evaluations. The same group that provides the psychological evaluations for the City of Costa Mesa should not provide FFDE's. TCTI recommends this service be separated from the other services in this RFP.

TCTI understands it is anticipated that an average of 38 psychological evaluations will be required annually in the following categories:

Employee Category	# of Evaluations Anticipated Annually
Pre-Employment Police Department Employees (sworn)	20
Pre-Employment Police Department Employees (civilian)	10
Pre-Employment Fire Department Employees (sworn)	4
Fitness-for-Duty/Counseling/Crisis Intervention	4

TCTI understands these are provided only as information; it is neither expressly implied nor guaranteed that the amount shown will be achieved during the initial contract period or subsequent renewal periods of any contract entered into as a result of this Request for Proposal. TCTI understands the actual number of psychological evaluations performed, whether lesser or greater than the amount indicated shall not affect the contracted rates established by this Request for Proposal.

TCTI understands the City reserves the right to award more than one contract for the services specified herein in order to ensure the continuing ability to obtain timely and accurate psychological evaluations. TCTI understands once identified, the qualified firms will be contacted on an "as-needed" basis as psychological services are needed.

## **Scope of Work:**

TCTI understands the psychologist shall provide the following services:

Pre-Employment psychological evaluations:

- Review of candidate's personal history and other background material.
- Administering, scoring and interpreting the results of validated written psychological tests.
- Clinical interview and evaluation. Sworn police and communication officer candidates must be evaluated against job-related psychological constructs as defined by California Commission on Peace Officers Standards and Training.
- Provide a written report including a determination whether candidate is psychologically suitable for employment. For sworn police and communication officer candidates, this determination shall be made relative to applicable POST standards and the position's duties and essential functions (as detailed in the applicable job description).

TCTI understands other psychological evaluation services to be provided:

- Fitness for duty evaluation and recommendation regarding employee's ability to safely perform the essential functions of his/her position.
  - Note: TCTI usually refers to an outside clinician to conduct a FFDE when TCTI is the primary contractor for pre-employment psychological evaluations. The same group that provides the pre-employment psychological evaluations for the City of Costa Mesa should not provide FFDE's. TCTI recommends this service be separated from the other services in this RFP.
- Counseling and crisis intervention services for those employees referred for evaluation and treatment as the result of involvement in traumatic events.
- Critical incident response and post-critical incident counseling and evaluation services.

TCTI understands the psychologist shall hold all candidate/employee mental health screening/evaluations and patient records in strict confidence pursuant to applicable statutes including but not limited to the California Confidentiality of Medical Information Act and the Federal Health Information Portability and Privacy Act (HIPAA).

TCTI understands the psychologist must comply with any current International Association of Chiefs of Police (IACP) – Police Psychological Services Standards, POST and National Fire Protection Association (NFPA) education and training requirements for evaluating pre-employment psychological evaluation of safety personnel and psychological screenings will comply with HIPAA, the American with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA).

### **Method of Approach:**

Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. This section should include:

1. Pre-Employment Psychological Evaluations:  
Psychological evaluations are conducted by one of TCTI's Clinical Psychologists who are involved in the objective test assessment of the screening procedure. They are well versed through training and experience, in the construct and interpretation of psychological testing instruments and have already completed the required continuing

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professional education requirement of six (6) hours and complete twelve (12) hours of POST approved CPE every two years based on their biennial license renewal cycle.

The following tests are used in the screening process. The Minnesota Multiphasic Personality Inventory-2 Restructured Form (MMPI-2 RF), the most widely used and accepted psychological test in the United States today. The Sixteen Personality Factor Test (16PF), a short form I.Q., which is the Wonderlic Personnel Test and a Sentence Completion Test is used to give insight into the applicant's personality.

To schedule an appointment, the City of Costa Mesa will call the Psychological Testing Coordinator at (800) 222-9691x224. The Psychological Testing Coordinator will set up the written testing date. The written portion is conducted at TCTI Monday thru Friday at 8:30 am. If the City of Costa Mesa requests a group larger than 20 applicants TCTI will come to the City of Costa Mesa to administer the written portion of the examination. The applicant will need to allow four to six hours for the written test. During the written test, the Psychological Testing Coordinator will schedule the oral interview with the applicant not to exceed 5 working days following the written testing. The oral interview will last 30 to 45 minutes with one of our Clinical Psychologists. The applicant will need to come dressed in business attire for this interview. In some cases, the City of Costa Mesa may request that a same day oral appointment be made, which TCTI will be able to accommodate.

After the testing is electronically scored, the applicant is interviewed using background material provided by the City of Costa Mesa and his/her test results. History being the best predictor of future behavior, evaluate's relationships: social, familial and vocational are explored.

After integrating the test data and clinical interview data, the doctor prepares a written summary of findings and interpretations. The summary will state clearly the evidence, if any, of psychopathology suggested by the test battery and corroborated by the clinical interview and will mention the job-related impact of such findings. The test results are summarized in a brief report, which supports a final score, Recommended or Not Recommended. If a verbal score is needed prior to receiving the report, the Clinical Psychologist can provide a verbal score upon request within one (1) to two (2) business days. The Clinical Psychologists will be available to the department to answer any questions related to the report or applicant's testing.

## 2. Fitness for Duty Evaluations:

TCTI usually refers to an outside clinician to conduct a FFDE when TCTI is the primary contractor for psychological evaluations. The same group that provides the psychological evaluations for the City of Costa Mesa should not provide FFDE's. TCTI recommends this service be separated from the other services in this RFP.

A FFDE is a formal, specialized examination of an incumbent employee that results from (1) objective evidence that the employee may be unable to safely or effectively perform a defined job; and (2) a reasonable basis for believing that the cause may be attributable to

a psychological condition or impairment. The central purpose of a FFDE is to determine whether the City of Costa Mesa employee is able to safely and effectively perform his or her essential job functions. A FFDE can be triggered by a perceived threat in the workplace or by a reasonable suspicion that the City of Costa Mesa employee has a psychological problem that might affect work performance. For the City of Costa Mesa personnel, a request for a FFDE typically should come from the City of Costa Mesa administrator and is compulsory.

To schedule an appointment, the City of Costa Mesa will need to call the Psychological Testing Coordinator at (800) 222-9691x224. The Psychological Testing Coordinator will provide a referral for an outside provider.

3. Counseling and Crisis Intervention for those Employees Referred for Evaluation and Treatment:

TCTI's counseling and crisis interventions services is designed to help employees with professional assistance in a confidential environment. TCTI is committed to the health and well-being of the City of Costa Mesa employees. TCTI recognizes that personal problems are a normal part of living and that many City of Costa Mesa employees may be affected by personal difficulties during the course of their career.

TCTI encourages supervisors to contact our office at the first sign of a developing problem. Early assistance is critical to prevent problems from developing into major issues. A member of TCTI will provide consultation to supervisors who are worried about an employee. A supervisor may suggest an initial counseling session if he/she believes there are work performance problems or issues following a critical incident.

TCTI's professional staff will be available to provide counseling services in a convenient and timely manner. Appointments can be made by calling 800-222-9691 between the hours of 7:30 AM – 4:30 PM Monday through Friday.

4. Critical Incident Response and Post-Critical Incident Counseling and Evaluation:

TCTI believes critical incidents can be effectively handled and under control when the following steps are put in place by the City of Costa Mesa.

- Effectively manage and cope with stress relating to any situation that can be considered a critical incident
- Provide through on-scene support, demobilizations, crisis management briefings (CMB), defusings, psychological first aid and debriefings.
- Provide trauma support, chaplains and TCTI clinicians to assist with effective critical incident stress management (The Helping Triad).

Descriptions of Critical Incident Stress Management (CISM) Services:

**One-on-one:** One-on-one assessments allows for the City of Costa Mesa employee to feel comfortable discussing what they have just experienced or witnessed while in a

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confidential setting. In the event one-on-one assessments are not necessary, other methods to assist the City of Costa Mesa personnel may be required.

**Critical Incident Stress Defusings:** A defusing is a small group discussion following the critical incident which typically takes place within 8 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 helps to accelerate the recovery process and identify the need for debriefings and other services. There are three phases, which 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 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. Critical Incident Stress Debriefings focus 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. Critical Incident Stress Debriefings are 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.

It is also used to identify those who might be in need of additional support and in some cases referral for professional psychotherapy. Critical Incident Stress Debriefings are 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 Critical Incident Stress Debriefing may not be provided until several weeks have passed.

TCTI's MHPs will consider the psychological readiness of the group for the debriefing process in order to avoid any negative or adverse reactions. A Critical Incident Stress Debriefing 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.

**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. It is walking around and checking on those impacted by using crisis intervention skills.



TCTI provides Stand-by-Status, by being available 24 hours a day, 7 days a week, 365 days of the year for calls that require immediate attention. TCTI's staff can be reached by calling 1-800-222-9691. During business hours, calls will be answered by a member of our clerical staff who will obtain all of the necessary information. The clerical staff will assure that a qualified MHP will respond to the department, as requested. All after-hour calls will be automatically transferred to TCTI's answering service. Calls are answered within 1 minute. The caller will be assured that an MHP will return the call within 15 minutes and will render the services that are requested by the department. Those service may be one of the following i.e., one-on-one, defusings, debriefings, demobilizations, Crisis Management Briefings, Psychological First Aid and phone consultation.

### **Qualifications & Experience of the Firm:**

(Please see Attachment B of this bid - APPENDIX B FORMS)

Name of Corporation: Nancy K. Bohl, Inc dba The Counseling Team International  
Corporate Office: 1881 Business Center Drive, Suite 11 & 12, San Bernardino, CA 92408  
State Incorporated: California  
Date Incorporated: May 28, 1988

Name of Officers: Nancy K. Bohl, Ph.D., Director/Owner, Julie Koot, CFO

Local Offices: These locations are utilized for psychological therapy and debriefing services as requested.

- Brea: 135 South State College Blvd., Suite 200, Brea, CA 92821
- Costa Mesa: 3151 Airway Avenue, Ste D-2, Costa Mesa, CA 92626
- Huntington Beach: 2124 Main Street, Suite 230, Huntington Beach, CA 92648
- Laguna Beach: 333 Third Street, Suite 6, Laguna Beach, CA 92651
- Newport Beach: 1151 Dove Street, Suite 105, Newport Beach, CA 92660
- Rancho Santa Margarita: 30021 Tomas, Ste. 300, Rancho Santa Margarita, CA 92688
- Headquarters Office: 1881 Business Center Drive, Suite 12, San Bernardino, CA 92408  
Headquarters opened in 1985. The pre-employment psychological examinations portion of this project will be provided at TCTI's headquarters office.

#### **Organization Qualifications:**

In **1985**, The Counseling Team International (TCTI) began providing counseling services to law enforcement, fire, emergency services and governmental agencies in the State of California, as well as nationwide. The Founder and Director Nancy K. Bohl-Penrod, Ph.D. began contracting with the San Bernardino County Sheriff's Department to provide Stand by Status (SBS) 24/7/365 Critical Incident Stress Management services (CISM) to Sheriff's personnel involved in shootings. This immediate intervention decreased Worker's Compensation claims to such a degree that TCTI was encouraged and asked to expand their services to counseling San Bernardino County Sheriff's Department personnel and their family members for personal problems along with offering many training classes.

In **1987**, TCTI's Employee Support Services Program was created to help the employees of companies and/or departments and their eligible dependents in solving personal and emotional

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problems. The employees and their eligible dependents can call directly for help without going through a supervisor. TCTI's counseling has helped in areas such as stress, depression, marriage and family/relationships, substance abuse, weight control, financial difficulties, suicide ideation and career concerns. The Counseling Team International's Employee Support Program quickly expanded and was offered to many other police and fire departments throughout Southern California.

In addition, in 1987, *The Pre-employment Psychological Testing* Division was formed by Dr. Larry Davis who was the Director until his retirement. After his retirement in 2005, Dr. Kathleen Wellbrock became the Clinical/Assistant Director. Due to high demand, TCTI increased their team of clinical psychologists to help with this division. TCTI's Clinical Psychologists conducting the oral interviews are in compliance with the California Government Code 1031 (f)(2)(B), which obligates TCTI's Clinical Psychologists to meet applicable education and training procedures set forth by the California Peace Officer Standards and Training (POST). TCTI Clinical Psychologists build a personal relationship with the departments and provides the contracts with easy access and good communication.

In 1988, Peer Support Programs for law enforcement, fire and other organizations were developed by TCTI. It is one of the most important training programs that TCTI has conducted all over the nation and in Canada. TCTI has trained over 12,000 peer supporters in the EMS Field including California Highway Patrol (CHP), Kansas Highway Patrol (KHP), Washington State Patrol (WSP), Canadian Royal Mounted Police (RCMP), Kaiser Hospitals, Cal Fire, The Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), United States Border Patrol (USBP), Federal Air Marshal Service (FAMS), United States Marshal Service (USMS), Bureau of Indian Affairs (BIA), United States Postal Inspectors (USPI) United States Department of Agriculture (USDA)/Office of Inspector General (OIG) and various local law enforcement and fire agencies throughout Southern California.

TCTI employs a professional support staff to assist the Director and a team of dedicated mental health professionals and Associates throughout the nation. They are licensed Mental Health Professionals from many disciplines who have responded to major disasters and critical incidents such as:

- 1987 Pacific Southwest Airlines Crash Flight 1771
- 1989 San Bernardino Train Disaster – Train Collision and Pipeline Explosion
- 1992 Hurricane Andrew in Florida
- 1992 Los Angeles Riots
- 1993 ATF Incident in Waco, Texas
- 1994 Northridge Earthquake in Northridge, California
- 1995 Oklahoma Bombing in Oklahoma City
- 1996 Unabomber Case in Sacramento
- 1996 TWA Flight 800 Airline accident in New York
- 1998 School Shooting at Springfield High School in Eugene, Oregon
- 1998 Riverside City Hall Shootout in Riverside, California
- 1999 Tornado in Oklahoma City
- 1999 Alaska/US Airline Accident
- 1999 School Shooting at Columbine High School in Littleton, Colorado

- 2001 School Shooting at Santee High School in California
- 2001 Terrorist Attack on the World Trade Center in New York
- 2001 Terrorist Attack on The Pentagon in Virginia
- 2002 Typhoon in Guam
- 2003 Old Fire in the San Bernardino Mountains
- 2005 Hurricane Katrina in Louisiana
- 2005 School Shooting at Red Lake High School in Minnesota
- 2006 Ski Patrol Deaths at Mammoth Ski Lake
- 2006 Esperanza Fire - 5 deaths of Riverside County's US Forest Service Personnel
- 2007 Witch Fire in San Diego County
- 2008 Avalanche in Wrightwood, California
- 2008 Seal Beach Shooting at the Salon Meritage Hair Solon
- 2011 Edison Workplace Violence Shooting
- 2012 Big Bear Manhunt Death of Detective Mackay and Officer Crain
- 2013 Los Angeles International Airport TSA Shooting/Death and Injuries to TSA Officers
- 2015 San Bernardino Inland Regional Center Terrorist Attack
- 2017 School Shooting at North Park Elementary San Bernardino
- 2017 Las Vegas Route 91 Harvest Festival Shooting
- 2017 California Tubbs and Thomas Wildfires
- 2018 Santa Barbara County Mudslides
- 2018 Yountville Pathway Veteran Home Shooting
- 2018 Ferguson Fire in the Sierra National Forest, Stanislaus National Forest and Yosemite National Park
- 2018 Yolo Fire "County Fire" Yountville, California
- 2018 Mass Shooting at Borderline Bar and Grill in Thousand Oaks, California
- 2018 Carr Fire, Redding, California
- 2019 Synagogue Shooting in Poway, California
- 2019 Costco Shooting in Poway, California
- 2019 Federal Courthouse Shooting in Dallas, Texas
- 2019 Ridgecrest Earthquakes
- 2019 Gilroy Garlic Festival Shooting in Gilroy, California
- 2019 El Paso Shooting in El Paso, Texas
- 2019 Conception Boat Fire in Santa Barbara, California

In 1994, TCTI formed a Line of Duty Death Response Team (LODDRT). This team consists of mental health professionals, peer supporters, chaplains, Concerns of Police Survivors (COPS) and works within a collaborative spirit. This team has responded to approximately 125 line of duty deaths (LODD) since 1986, members of TCTI have faithfully attended and dedicated their time to police week in Washington, D.C.

### **Financial Capacity:**

TCTI has provided an unaudited financial statement. Please see Attachment A of this bid.

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## Key Personnel:

- **Nancy K. Bohl-Penrod, Ph.D.** – Director – Runs the day-to-day operations of TCTI. Consults with department supervisors regarding updates, and changes to their program. Instructor for peer support trainings and a variety of on-going training topics.

Dr. Bohl-Penrod is a Psychotherapist and trainer, who holds a Ph.D. in Clinical Psychology and a Masters Degree in Counseling/Education. She is the Director of The Counseling Team International (TCTI), which is also, The Southern California Critical Incident Stress Management Team. She is a member of the American Association of Suicidology (AAS) and a certified Master Trainer for the QPR Institute focusing on Suicide Prevention and Intervention for first responders. She is also a certified trainer for the International Critical Incident Stress Foundation (ICISF), ICEMA for Emergency Medical Technicians (EMT), Peace Officer and Standard in Training (POST) and Standards and Training for Corrections (STC). She is an adjunct professor in the Criminal Justice Departments for Riverside and San Bernardino Valley Community Colleges. She has been a guest speaker for the Federal Law Enforcement Training Center (FLETC), the Bureau of Indian Affairs (BIA), Federal Bureau of Investigation (FBI) Academies and she was honored to present at the United Nations to their Security Police. She is one of the past Presidents of the International Association of Chiefs of Police (IACP) Psychological Services Section, as well as one of the founders of the Public Safety Peer Support Association (PSPSA).

Dr. Bohl-Penrod is certified in EMDR (Eye Movement Desensitization and Reprocessing), which is a technique she uses to help trauma survivors. She is known for her 5-day Basic Peer Support and Critical Incident Stress Management training that The Counseling Team International has taught to over 12,000 first responders throughout the United States and Canada. Nancy's personal experience over the years has allowed her to develop a personal approach to helping first responder families by providing "Significant Other Survival" (SOS) training and the importance of Wellness and Behavioral Health.

Nancy has responded to more than 1,000 critical incidents in her career. Some of the major incidents she has responded to, are the ATF incident in Waco, Texas, the TWA Flight 800 disaster in Long Island, New York, the Typhoon disaster in Guam and the Alaska Air Disaster in Los Angeles. She led a team of Mental Health Professionals in assisting those severely impacted by the Terrorist Attacks in New York. While in New York she was sent by the FBI to the Pentagon to provide her services. Her team responded to the California Wildfires of 2003 and they assisted the U.S. Forest Service in the loss of Engine 57 firefighters in the Esperanza Fire of 2006. More recently her team's services were used for the Big Bear Manhunt (Dorner Case), the Los Angeles International Airport TSA shooting, Seal Beach Beauty Salon shooting, assisted the U.S. Forest Service with the loss of three firefighters in Washington State. She also helped first responders with the San Bernardino Terrorist Attack at the Inland Regional Center,

Las Vegas 91 Harvest Shooting, California Tubbs and Thomas wildfires and most recently the Santa Barbara County mudslides.

Over the past twenty-five years Nancy has developed over fifty public safety wellness divisions for departments of all sizes through her public safety “Behavioral Health and Wellness Services” program. Dr. Bohl-Penrod has written numerous articles and book chapters focusing on mental health issues for police and fire personnel. She recently worked with a team of mental health professionals who has created an APP to guide public safety peer supporters and supervisors in their endeavor to help each other. One of her greatest achievements was receiving the from the Director of the Federal Bureau of Investigations (FBI) for her “Exceptional Service in the Public Interest” a certificate of appreciation.

#### **Psychological Evaluations: (Pre-employment psychological evaluations)**

- **Kathleen Wellbrock, Ph.D.** – Assistant Director & *Project Manager* - Interprets psychological evaluations and test results, conduct oral interviews (up to 1-hour), makes decision regarding hire/no hire, writes the written report. Dr. Wellbrock will be available to the City of Costa Mesa for all concerns regarding the Pre-Employment Psychological Examinations.

Dr. Wellbrock is a Licensed Clinical Psychologist. Dr. Wellbrock earned her Doctorate in Clinical Psychology from the California School of Psychology. Before joining TCTI in 2002, Dr. Wellbrock worked as a Law Enforcement Licensed Mental Health Professional (MHP) for Los Angeles County Sheriff’s Department serving in various capacities. She provided therapy to department members, worked on-call emergency response, conducted critical incident debriefings, hostage negotiations, and was responsible for management consultation and training for sworn and civilian employees. In addition, Dr. Wellbrock was an Adjunct Professor for 11-years at the University of La Verne where she taught various classes in the graduate and undergraduate program. Her related work experience allowed a seamless transition to her similar responsibilities now with TCTI. Her role includes handling the pre-hire psychological testing division for law enforcement, fire personnel, dispatch and other service-oriented positions for agencies throughout California including the California Department of Corrections. Dr. Wellbrock provides training around the country for numerous agencies including the Federal Air Marshall Service. She also provides Critical Incident Stress Management Debriefings (CISM) and has responded to major incidents such as the LAX Shooting, Big Bear Manhunt in 2013 and the San Bernardino Terrorist Attack at Inland Regional Center.

- **Sara DeLeon, Psy.D.** is a Licensed Clinical Psychologist. Dr. DeLeon graduated from the University of La Verne in 2004 with her Psy.D. in Clinical Psychology. She has been conducting individual, family and group therapy in various agencies and centers since 2000. Dr. DeLeon provides Critical Incident Stress Management (CISM) to contract and non-contract departments alike and conducts pre-employment psychological evaluations for law enforcement, probation and fire personnel. Dr. DeLeon is certified in Eye Movement Desensitization and Reprocessing therapy (EMDR).

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- **Tammy McCoy-Arballo, Psy.D.** is a Licensed Clinical Psychologist. Dr. McCoy-Arballo earned her doctorate degree in Clinical Forensic Psychology from the California School of Forensic Studies in San Diego. She is certified in Critical Incident Stress Management (CISM) and completed crisis counseling training when she was volunteered as a suicide hotline counselor in the 1990's. Dr. McCoy-Arballo is an Eye Movement Desensitization Reprocessing (EMDR) trained therapist who worked extensively with first responders and civilian employees in the wake of 12/2/15 terrorist attack in San Bernardino. She was subsequently recognized for her work with the San Bernardino County Probation Department. Dr. McCoy-Arballo is experienced in couples counseling, testing, diagnosing, and treating adults for depression, anxiety, anger management, substance abuse, and personality disorders. Additionally, she facilitated groups focused on grief, substance dependency and recovery, coping skills, and mindfulness. Her experience also extends to working with members of the LGBTQ community. Beyond treatment, Dr. McCoy-Arballo is The Counseling Team's lead researcher on a study examining pre-employment screening of law enforcement candidates. Her research on pre-employment screenings as well as the use of brief personality measures to predict behavior were selected for presentation at national and international conferences, including the Society of Police and Criminal Psychology.
  - **Angelika Robinson, Psy.D.** is a Licensed Clinical Psychologist who earned her doctoral degree in 1997. She has provided therapy services in inpatient and outpatient settings and has directed several residential treatment facilities for adults and adolescents. Dr. Robinson specializes in trauma, grief and loss, and eating disorders. She joined TCTI in 2006 and has been providing therapy and Critical Incident Stress Debriefings (CISD) for law enforcement, paramedics, firefighters, and other agencies. She has responded to major incidents such as TSA Shooting in Los Angeles in 2013, Big Bear Manhunt for multiple Agencies in 2013, Columbine High School Shooting in 1999. Dr. Robinson also provides training for the Federal Air Marshall Service as well as psychological testing for the California Department of Corrections. She is trained in EMDR (Eye Movement Desensitization & Reprocessing).

**Other psychological evaluation services:** (counseling, crisis intervention services and critical incident response)

- **Tiffany Atalla, M.A.** is a Licensed Marriage and Family Therapist. Tiffany earned her M.A. in Marriage Family and Child Counseling from the University of San Diego in 2006. Before joining TCTI in 2012, Tiffany worked as a clinician for the Psychiatric Emergency Response Team in San Diego. During the 40 hours a week in a police unit, Tiffany learned a great deal about the needs of the law enforcement community, while gaining valuable hands on emergency response experience. Tiffany also has background as a community mental health provider and Clinical Director for inpatient psychiatric center. Her specialties include: PTSD, anxiety disorders, depression, family/relational conflicts and working with adolescents/children. Tiffany is trained as a professional



capable of risk and depression assessments, EMDR (Eye Movement Desensitization Reprocessing) and Critical Incident Stress Management. Tiffany also has years of experience as an Equine Assisted Psychotherapist (EAGALA). Tiffany teaches Crisis Intervention for the Human Service Department at California State University Fullerton. She values working with clients to find balance in their lives and often draws upon her background as a Yoga Practitioner to encourage clients to learn about relaxation and mindfulness techniques.

- **Clint Christie, M.A.** is a Licensed Marriage and Family Therapist. Clint earned his Master's degree in Clinical Psychology from Pepperdine University in 1999. Born into a firefighting family where his grandfather, father, and brother have served the public for three generations, Clint followed in the "family business". He has been a professional firefighter/paramedic for over 20 years. He understands the fire service culture, the impact that first responders' careers place upon their families, and the unique demands of shift work and strike team assignments. He is passionate about public service and limiting the effects of a career as a first responder from negatively impacting his clients and their families. Clint has been involved in high-profile emergency incidents as a firefighter/paramedic such as the Salon Meritage Shooting in Seal beach, California. He also volunteered to help as a peer supporter to debrief the first responders in 2015 after the San Bernardino Terrorist attack. Clint has collaborated with the West Coast Post Trauma Retreat as a clinician in training assisting first responders on their path to wellness. He is experienced conducting individual, couples, and group therapy. He has led groups for Men's Social Support, Grief & Loss as well as Anger Management. Clint is fluent in Spanish and is available to see Spanish-speaking clients. He currently serves clients in Laguna Beach for TCTI.
- **Kendra Devor, Psy.D.** is a Licensed Clinical Psychologist. Dr. Devor earned her Doctorate in Applied Clinical Psychology from The Chicago School of Professional Psychology in 2014. Before joining TCTI, Dr. Devor worked in a private practice setting serving in various capacities. She worked with individuals, couples and families, helping them to restore hope, find solutions and transform their lives. In addition, Dr. Devor is an Adjunct Professor at Argosy University where she teaches in the graduate program. Her personal experiences with military and law enforcement allowed for a seamless transition to working with the population. She currently works with military veterans with the reintegration process as they make the mental transition into civilian life. Her work with veterans also includes facilitating veteran groups. She currently provides serves clients in her Rancho Santa Margarita office for TCTI.
- **Shonna Hill, Psy.D.** is a Licensed Clinical Psychologist. Shonna received her doctoral degree in Clinical Forensic Psychology from the Chicago School of Professional Psychology in 2016. Dr. Hill has 14 years of law enforcement experience working in several divisions, which included patrol, high risk entry teams, and task force assignments. She has extensive experience working with military veterans in the

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reintegration process as they make the mental transition back from war. Her work with veterans also includes facilitating veteran groups on anger management and coping skills. Dr. Hill's research on the impact of social support on an officer's willingness to report suicidal ideations was selected for presentation at the International Conference & Summit on Violence, Abuse & Trauma. In addition, Dr. Hill created the Perceived Support of Suicide Ideation Scale which has been implemented during her extensive research on social support factors of law enforcement officers. Her professional experience has focused on the treatment of post-traumatic stress disorder (PTSD), depression, anxiety, grief, and loss. She joined TCTI in 2015, she is a part of the TCTI's 24-hr Critical Incident Stress Management team, responding to various types of critical incidents including the most recent San Bernardino terrorist attack. Dr. Hill is passionate about arming public safety personnel in law enforcement with the appropriate emotional and mental tools to live out a balanced and safe life, both personally and professionally.

- **Carl Mascarella, M.A.** is a Licensed Marriage and Family Therapist. Carl began his counseling career 42 years ago working in outpatient, inpatient, and residential profit and non-profit community mental health programs. In the 80's he became a post certified reserve and regular officer in Orange County before heading back to school to earn his master's degree in marriage and family therapy from Hope International University. Carl has extensive experience working with adults, couples, and children in multiple modalities and environments. He is trained in Eye Movement Desensitization and Reprocessing (EMDR) and has over 28 years of experience utilizing EMDR to help stop the pain and suffering of those exposed to trauma. In addition, he has worked with first responders, school personnel and medical caregivers that have been exposed to traumatic events. Carl also spent 15 years as the assistant pastor over adult singles programs, international missions, and local church outreach at a large church in the Inland Empire.
- **Dorothy Miyaoka M.A.** is a Licensed Marriage and Family Therapist. She received her B.A. in Psychology from San Diego State University in 1988 and her Masters in Marriage and Family Therapy from Alliant International University in 2006. Additionally, she is also certified in Eye Movement Desensitization and Reprocessing Therapy (EMDR). Dorothy started her career working with adolescents involved in gangs in the community. Her professional experiences also include working with adults suffering from chronic mental illness at hospitals and residential facilities. She has facilitated group and individual therapy, taught anger management techniques, relaxation skills, emotional coping skills and personal life management skills. She has extensive experience working with adults who struggle with addiction, depression, anxiety, trauma, and PTSD. She works with individuals to identify dysfunctional reoccurring patterns that are holding them back, and helps them change the way they look at themselves and relate to others in a healthier way. She also focuses on stress management and helping people create a healthy balance in their life. Her goal as a therapist is to create a supportive environment where her clients can explore their emotional needs and overcome their obstacles. She utilizes a compassionate, collaborative and goal oriented approach in

therapy to support her clients. She also works with couples to develop increased intimacy, communication and connectedness in their relationships, utilizing attachment theory to bring couples closer together. Dorothy serves TCTI clients at her office in Newport Beach.

- **Caitlyn Munger, M.A.** is a Licensed Marriage and Family Therapist. Caitlyn earned her B.A in Psychology from California Baptist University and M.A. in Clinical Psychology with an emphasis in Marriage and Family Therapy from Pepperdine University. Before joining TCTI, Caitlyn worked with first time youth offenders through Orange County Sheriff's Department. Caitlyn also worked at an agency that allowed her to see an expansive range of clients. She was able to see children, individuals, couples and families with a wide range of presenting problems. Her specialties include: anxiety disorders, depression, PTSD, relational conflicts, and working extensively with children and adolescents. Caitlyn comes from a dance background and draws upon her experience in teaching children to connect with children and teens in the therapy process. Caitlyn comes from a firefighter family and is married to a firefighter. This has given her a unique perspective of living within the first responder community and family, while adding to her education and professional experiences.
- **Alison Ramirez, M.S.** is a licensed Marriage and Family Therapist. She earned her B.S. in Human Development at Hope International University and her Master's in Psychology from Brandman University. Her own clinical background ranges from treating individuals with depression, PTSD, grief and loss, anger, adolescent conduct issues and spiritual growth. She also has experience working with couples by providing assistance in premarital counseling, family/relational conflict and co-parenting. She has facilitated classes in Family Dynamics, Victims of Domestic Violence and Anger Management.
- **Julie Rathbun, Ph.D.** is a Licensed Clinical Psychologist. Dr. Rathbun earned her doctorate in Clinical Psychology at The Graduate School of Psychology Fuller Theological Seminary in Pasadena, California in 1994. She first joined TCTI as a mental health professional in 1995. Before coming to TCTI, Dr. Rathbun worked for Didi Hirsch Community Mental Health Center in Culver City and developed a strong background in crisis intervention. Presently, Dr. Rathbun provides individual and couples therapy to governmental agencies including law enforcement and fire service personnel, city employees, and their families. Her specialties include treatment in the areas of trauma, PTSD, crisis intervention, depression, anxiety, grief and bereavement, stress management, anger, and relationships. Dr. Rathbun is trained in Eye Movement Desensitization and Reprocessing (EMDR) therapy. She is the current manager of TCTI's 24-hour Critical Incident Stress Management (CISM) team and provides CISM services with appropriate follow-up counseling to law enforcement, firefighters, emergency service personnel and other agencies. She has responded to many types of critical incidents, including officer involved shootings, line of duty deaths, baby deaths, suicides, school shootings, workplace violence, and bank robberies. Dr. Rathbun has provided

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services following major critical incidents such as the Columbine school shooting, the Big Bear Manhunt (Dorner case) for Riverside and San Bernardino, and the recent San Bernardino terrorist attack at Inland Regional Center.

- **Peter Salerno, M.S.** is a licensed Marriage and Family Therapist. Peter earned his master's degree in clinical psychology from Vanguard University and will complete his Doctor of Psychology (Psy.D.) degree this year. Peter has worked in a variety of clinical settings. He has years of experience treating substance use and trauma in residential and outpatient facilities for adults and adolescents, and he treats individuals, couples, and families. Peter is trained in Eye Movement Desensitization and Reprocessing Therapy (EMDR) and is certified in Family Trauma and Complex Trauma through the International Association of Trauma Professionals. Peter is certified in Critical Incident Stress Management (CISM). Peter grew up in a firefighter family. His father is a fire captain, and his brother is a firefighter. Peter is dedicated to utilizing his clinical background to help heal those who serve and their family members.
- **Gina Sickels, M.S.** is a Licensed Marriage and Family Therapist. She received her Bachelor of Science degree in Social Ecology at the University of California, Irvine in 1991. She had a double emphasis in Psychology and Criminal Justice. In 1995, Gina completed her Master's degree in Counseling at California State University, Fullerton. While working toward her licensure hours, Gina spent numerous hours at an outpatient clinic where she received valuable experience with various populations. This is where she realized her passion to work with people such as first responders to improve the quality of their lives. Gina spent the next 14 years from 1996 – 2010 at a residential treatment facility, Crittenton Services for Children and Families. While there, she had the privilege of working with abused and neglected children and adolescents who trusted her to guide them through the healing process. For the first 7 years, she has worked with abuse, neglect, dual diagnosis, family conflict, adolescent and young adults issues, crisis management, addiction, depression, anxiety and behavioral problems. Additionally, Gina has worked in recovery at different intensive outpatient drug and alcohol programs where she has been able to blend a holistic approach with Cognitive Behavioral Therapy. Gina enjoys helping her clients achieve relaxation, mindfulness and guided imagery techniques are practiced in session. Gina has completed Reiki Level I certification and currently working toward becoming a Certified Yoga Instructor and will be certified in December 2017. She has been practicing yoga for 20 years. Gina joined TCTIN in 2016, her experience with first responders and public safety personnel is a great asset to TCTI.
- **Deborah Silveria, Ph.D.** is a Licensed Clinical Psychologist and Marriage and Family Therapist. Dr. Silveria earned her Doctorate in Counseling Psychology from the University of Southern California in 1993. She has maintained a part-time private practice since 1993. Dr. Silveria is an EMDR Part One Trainer for Trauma Recovery Network. She is a Certified Eagala, Equine Assisted Therapist and Approved ICISF Instructor for Individual Crisis Intervention and Peer Support and Comprehensive Crisis

Preparation and Response in the Workplace. She is also an Approved Instructor for Continuing Education for the California Board of Behavioral Sciences. Dr. Silveria consults and teaches workshops for continuing education on Post-Traumatic Stress Disorder (PTSD), child abuse and group psychotherapy. She also provides workshops for corporate clients and EAPs on various topics such as stress management, anger management and trauma preparedness. She teaches at Cerritos College in their Foster and Kinship Program, she is an Adjunct Professor at National University, and teaches Law Enforcement Crisis Intervention Training (CIT). She joined TCTI in 2009 and is part of TCTI's CISM team and has responded to the San Bernardino Terrorist Attacks and the Big Bear Manhunt.

- **Niki Stepanian, M.A.** is a Licensed Marriage and Family Therapist. She received her Bachelor's of Art degree in English from the University of LaVerne in 2000 and Master's of Art degree in Psychology from Chapman University in 2011. Niki has been in private practice since 2012. As the wife of a firefighter, she is aware of the unique challenges the profession can have on relationships and family. She also has experience working with the effects of compassion fatigue, accumulated stress and work place burnout, and PTSI/PTSD. She specializes in working with various forms of trauma and she is a Certified Trauma Therapist trained in EMDR, domestic violence and Crisis Intervention Stress Management (CISM.) Niki joined TCTI in 2017 and is part of TCTI's 24 hour on-call team and has worked with individuals, including first responders, affected by the Las Vegas Route 91 shooting, the San Bernardino school shooting, and the Montecito mudslides. In addition to the on-call team, Niki is also part of our training staff, teaching courses such as Significant Other Survival, Burnout and Compassion Fatigue in the Workplace, and Peer Support. Currently, she is providing counseling services to employees in governmental agencies, including law enforcement, firefighters, and emergency service personnel.
- **Phyllis Stroud, M.A.** is a Licensed Marriage and Family Therapist. Phyllis earned her Master's degree in Psychology from Azusa Pacific University in 2006 and is trained in Critical Incident Stress Management (CISM). She joined TCTI in 2015 and is currently works on the TCTI 24-hour CISM team. Before coming to TCTI Phyllis had extensive experience in treating and diagnosing issues related to depression, anxiety, anger management, trauma, PTSD, gender dysphoria and attention in outpatient and residential treatment centers for adults, adolescents and children. She has provided Critical Incident Stress Debriefings (CISD) with various entities such as law enforcement, hospitals and governmental agencies involving officer involved shootings, deaths and suicide. She has extensive training in Disaster Relief and has worked in the San Bernardino Fires, in Haiti after the earthquake, and in Mali, Africa. Phyllis serves clients in private practice in her Upland office providing individual, family and couple's therapy. She uses various modes of therapy treatment including CBT and Trauma Resiliency Model. She has provided training on bullying, parenting and self-care.

- **Michael Uthoff, Psy.D.** is Licensed Clinical Psychologist. Dr. Uthoff earned his doctorate in Clinical Psychology from Forest Institute of Professional Psychology in 2013. He was certified in 2014 through International Critical Incident Stress Foundation (ICISF) for Critical Incident Stress Management (CISM) and provides these services during crisis situations. Dr. Uthoff joined the team in 2014 providing in office therapy serving individuals, couples, adolescents, and families. His professional experience includes having worked at the Greene County Sheriff's Office in Springfield, Missouri. There he facilitated crisis intervention, clinical interviews, comprehensive psychological evaluations, pre-employment evaluations, and conducted trainings for public safety officers dealing with the mentally ill and suicide prevention. Dr. Uthoff has also worked as a member of the interdisciplinary team at Mercy Hospital in Saint Louis, Missouri. During his time at Mercy he provided psychological care to patients and their families by addressing and treating emotional and mental distress brought on by a medical condition and worked with individuals on the behavioral health unit manage and cope with anxiety related issues to reduce risk taking behaviors. In addition, Dr. Uthoff has held adjunct professor positions at the university level teaching various psychology courses. Throughout his professional and academic careers Dr. Uthoff has led numerous trainings on such topics as anxiety management, coping with stress, processing traumatic grief and loss, family communication, and motivational interviewing. He has worked in a variety of community mental health centers serving children, individuals, couples, and families. Currently, he is providing counseling services to employees in governmental agencies, including law enforcement, firefighters, emergency service personnel, and their families, as well as 24-hour critical incident stress management services.
- **David A. Vest, M.S.** is a Licensed Marriage and Family Therapist. He earned his Masters of Counseling Psychology from California Baptist University. He recently joined TCTI and is available in the Victorville office. David is currently a registered Marriage and Family Therapist intern (64214) testing for licensure after completing all other licensing requirements. He has received basic level EMDR training, is a certified Prepare/Enrich marriage therapist, FBI trained Crisis Negotiator (CNT) and has been an adjunct professor for undergraduate level classes at California Baptist University. He is currently working towards a doctorate in Clinical Psychology and wants to specialize in forensic psychology working with victims and first responders in court processes. He has experience in working with mindfulness, marriage counseling, individual, child therapy and religious integration of therapy. David is a Navy Veteran and a full time police officer with 13 years of police experience including: CNT, Detective, FTO, OIC, CIT, Arson/ Post-Blast investigation, and patrol.

### **Cost Proposal:**

TCTI has provided the cost proposal for the following services:  
*(Per RFP instructions see separate sealed envelope)*



- Pre-Employment psychological evaluations (including written exam assessment) for sworn public safety employees
- Pre-Employment psychological evaluations (including written exam assessment) for non-sworn employees
- Fitness for Duty
- Counseling and crisis intervention
- Critical incident response and post-critical incident counseling

TCTI understands this proposal shall be valid for a minimum of 180 days following submission

**Disclosure:**

TCTI does not have any past or current business and personal relationships with current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

**Sample Professional Service Agreement:**

TCTI has one exception, which is the Fitness for Duty service of this RFP. TCTI usually refers to an outside clinician to conduct a FFDE when TCTI is the primary contractor for pre-employment psychological evaluations. The same group that provides the pre-employment psychological evaluations for the City of Costa Mesa should not provide FFDE's. TCTI recommends this service be separated from the other services in this RFP.



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# Attachment A – Financial Statements

**Nancy K. Bohl, Inc.  
dba The Counseling Team  
International**

**Financial Statements  
with  
Accountants' Compilation Report**

**For the Year Ended  
December 31, 2018**

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## Accountants' Compilation Report

To the stockholder and management of  
Nancy K. Bohl, Inc. dba The Counseling Team International

Management is responsible for the accompanying financial statement of Nancy K. Bohl, Inc. dba The Counseling Team International (the S Corporation), which comprise the statement of assets, liabilities, and stockholder's deficit – income tax basis as of December 31, 2018, and the related statement of revenues, expenses, and accumulated deficit – income tax basis for the year then ended in accordance with the income tax basis of accounting, and for determining that the income tax basis is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the accompanying financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the income tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Corporation's assets, liabilities, stockholder's deficit, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

*Soren McAdam LLP*

March 15, 2019

**Nancy K. Bohl, Inc.**  
**dba The Counseling Team International**

**Statement of Assets, Liabilities, and Stockholder's Deficit – Income Tax Basis**

**December 31, 2018**

<b>ASSETS</b>	
<b>Property and equipment</b>	
Furniture and equipment	\$ 117,715
Vehicles	124,194
Leasehold improvements	<u>49,317</u>
Total property and equipment	291,226
Accumulated depreciation and amortization	<u>(202,807)</u>
Net property and equipment	<u>88,419</u>
Total assets	<u><u>\$ 88,419</u></u>
<b>LIABILITIES AND STOCKHOLDER'S DEFICIT</b>	
<b>Current liabilities</b>	
Bank overdraft	\$ 63,211
Line of credit	23,343
Current portion of long-term debt	25,044
Accrued liabilities	152,722
Note payable to stockholder	<u>185,524</u>
Total current liabilities	449,844
Long-term debt, less current portion	<u>15,019</u>
Total liabilities	<u>464,863</u>
<b>Stockholder's deficit</b>	
Capital stock, \$10 par value	
Authorized: 100 shares	
Issued and outstanding: 100 shares	1,000
Accumulated deficit	<u>(377,444)</u>
Total stockholder's deficit	<u>(376,444)</u>
Total liabilities and stockholder's deficit	<u><u>\$ 88,419</u></u>

See accountants' compilation report

**Nancy K. Bohl, Inc.**  
**dba The Counseling Team International**

**Statement of Revenues, Expenses, and Accumulated Deficit – Income Tax Basis**

**Year Ended December 31, 2018**

<b>Revenues</b>	<b>\$ 3,501,579</b>
<b>Operating expenses</b>	
Association dues – property	26,336
Auto expenses	9,575
Charitable contributions	1,531
Contract labor	1,696,412
Credit card fees	7,148
Depreciation and amortization	25,098
Dues and subscriptions	22,369
Education	2,339
Gifts	3,344
Insurance	46,443
Marketing and advertising	7,431
Meals and entertainment	13,380
Miscellaneous	622
Office expense	107,614
Office salaries and wages	696,322
Officer salaries	208,173
Pension contribution expense	20,140
Professional services	24,487
Rent	154,419
Repairs and maintenance	5,183
Security	1,708
Taxes and license	99,113
Telephone and utilities	46,120
Testing	80,885
Travel	86,301
	<hr/>
<b>Total operating expenses</b>	<b>3,392,493</b>
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<b>Excess revenues over expenses before other expense</b>	<b>109,086</b>
	<hr/>

See accountants' compilation report

**Nancy K. Bohl, Inc.**  
**dba The Counseling Team International**

**Statement of Revenues, Expenses, and Accumulated Deficit – Income Tax Basis**

**Year Ended December 31, 2018**

<b>Other expense</b>	
Interest expense	<u>\$ 4,791</u>
Total other expense	<u>4,791</u>
Excess revenues over expenses before state income tax expense	104,295
State income tax expense	<u>800</u>
Excess revenues over expenses	103,495
<b>Accumulated deficit</b>	
Balance, December 31, 2017	(343,092)
Distributions to shareholder	<u>(137,847)</u>
Balance, December 31, 2018	<u><u>\$ (377,444)</u></u>

See accountants' compilation report



# Attachment B – Appendix B Forms

## COMPANY PROFILE & REFERENCES

### Company Profile

Company Legal Name: Nancy K Bohl, Inc dba The Counseling Team International

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: \_\_\_\_\_

Business Address: PO Box 10427 San Bernardino, CA 92423

Website Address: www.thecounselingteam.com

Telephone Number: 800-222-9691 Facsimile Number: 909-384-0734

Email Address: nbohl@thecounselingteam.com

Length of time the firm has been in business: 1985 Length of time at current location: 1985 to Present

Is your firm a sole proprietorship doing business under a different name: \_\_\_\_\_ Yes  No

If yes, please indicate sole proprietor's name and the name you are doing business under:  
\_\_\_\_\_

Federal Taxpayer ID Number: 33-0838064

Regular business hours: Office hours: 7:30 am to 4:30 pm and Critical Incident Stand by Status 24/7/365

Regular holidays and hours when business is closed: TCTI is closed all major holidays: President's Day, Good Friday, Memorial Day, 4th of July Labor Day, Thanksgiving and Post Thanksgiving, Christmas Eve, Christmas Day and Christmas Post, New Year's Eve, New Year's Day

Contact person in reference to this solicitation:

Julie Koot, CFO

Telephone Number: 800-222-9691 x225 Facsimile Number: 909-384-0734

Email Address: jkoot@thecounselingteam.com

Contact person for accounts payable:

Julie Koot, CFO

Telephone Number: 800-222-9691 x225 Facsimile Number: 909-384-0734

Email Address: jkoot@thecounselingteam.com

Name of Project Manager: Kathleen Wellbrock, Ph.D.

Telephone Number: 800-222-9691 x243 Facsimile Number: 909-384-0734

Email Address: mvelasco@thecounselingteam.com

**COMPANY PROFILE & REFERENCES**  
(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: Anaheim Police & Fire Department Telephone Number: 714-470-1804

Contact Name: Lt. Willie Triplett Contract Amount: \$51,600.00 Annually

Email: wtriplett@anaheim.net

Address: 425 S. Harbor Blvd, Anaheim, CA 92805

Brief Contract Description: Psychological evaluations, counseling, crisis intervention, critical incident response, post-critical incident counseling and evaluation services

Company Name: Cypress Police Dept. Telephone Number: 714-229-6600

Contact Name: Chief Rod Cox Contract Amount: \$10,600.00 Annually

Address: 5275 Orange Avenue, Cypress, CA 90630

Email: Chiefofpolice@ci.cypress.ca.us

Brief Contract Description: Psychological evaluations, counseling, crisis intervention, critical incident response, post-critical incident counseling and evaluation services

Company Name: Santa Ana Police Dept. Telephone Number: 714-245-8501

Contact Name: Sgt. Matthew Wharton Contract Amount: No Annual Amount

Email: MWharton@santa-ana.org

Address: 60 Civic Center Plaza, Santa Ana, CA 92701

Brief Contract Description: Psychological evaluations, counseling, crisis intervention, critical incident response, post-critical incident counseling and evaluation services

Company Name: Orange Co. Fire Authority Telephone Number: 714-573-6807

Contact Name: Duke Steppe, Senior HR Analyst Contract Amount: \$92,400.00

Address: 1 Fire Authority, Irvine, Ca 92602

Email: DukeSteppe@ocfa.org

Brief Contract Description: Psychological evaluations, counseling, crisis intervention, critical incident response, post-critical incident counseling and evaluation services

Company Name: Fullerton Police Dept. Telephone Number: 714-738-3377

Contact Name: Danielle Patrick, Officer Contract Amount: No Annual Amount

Email: dpatrick@fullertonpd.org

Address: 237 W. Commonwealth Avenue, Fullerton, CA 92832

Brief Contract Description: Psychological evaluations, counseling, crisis intervention, critical incident response, post-critical incident counseling and evaluation services

**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

**None**

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No  X

If the answer is yes, explain the circumstances in the following space.



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

**N/A**

<b>Date</b>	<b>Name of Donor</b>	<b>Company/Business Affiliation</b>	<b>Name of Recipient</b>	<b>Amount</b>

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Bidder/Applicant/Proposer

\_\_\_\_\_  
Date

**EXHIBIT C**  
**FEE SCHEDULE**



**FEE SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Price per Evaluation</b>
A.	PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS (INCLUDING WRITTEN EXAM ASSESSMENT) FOR SWORN PUBLIC SAFETY EMPLOYEES	\$300.00 per applicant
B.	PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS (INCLUDING WRITTEN EXAM ASSESSMENT) FOR NON SWORN EMPLOYEES	\$300.00 per applicant
C.	FITNESS FOR DUTY EXAMINATIONS	N/A – TCTI refers out for this service
D.	COUNSELING AND CRISIS INTERVENTION SERVICES	\$95.00 per hour for in-house services
<b>TOTAL</b>		<b>TBD</b>

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

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**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

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1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.