

AGREEMENT

**35515**

THIS AGREEMENT is made and entered, in duplicate, as of March 3, 2020, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 4, 2020, by and between NANCY K. BOHL, INC. DBA THE COUNSELING TEAM INTERNATIONAL, a California corporation ("Contractor"), with a place of business at P.O. Box 10427, San Bernardino, CA 92423, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with pre-employment psychological examination services ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals Number PD 19-049 ("RFP"), incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, an annual amount not to exceed Fifty Thousand Dollars (\$50,000), at the rates or charges shown in Exhibit "B".

B. City shall pay Contractor in due course of payments following

1 receipt from Contractor and approval by City of invoices showing the services or  
2 task performed, the time expended (if billing is hourly), and the name of the Project.  
3 Contractor shall certify on the invoices that Contractor has performed the services  
4 in full conformance with this Agreement and is entitled to receive payment. Each  
5 invoice shall be accompanied by a progress report indicating the progress to date  
6 of services performed and covered by the invoice, including a brief statement of any  
7 Project problems and potential causes of delay in performance, and listing those  
8 services that are projected for performance by Contractor during the next invoice  
9 cycle. Where billing is done and payment is made on an hourly basis, the parties  
10 acknowledge that this arrangement is either customary practice for Contractor's  
11 profession, industry or business, or is necessary to satisfy audit and legal  
12 requirements which may arise due to the fact that City is a municipality.

13 C. Contractor represents that Contractor has obtained all  
14 necessary information on conditions and circumstances that may affect its  
15 performance and has conducted site visits, if necessary.

16 D. By executing this Agreement, Contractor warrants that  
17 Contractor (a) has thoroughly investigated and considered the scope of services to  
18 be performed, (b) has carefully considered how the services should be performed,  
19 and (c) fully understands the facilities, difficulties and restrictions attending  
20 performance of the services under this Agreement. If the services involve work upon  
21 any site, Contractor warrants that Contractor has or will investigate the site and is  
22 or will be fully acquainted with the conditions there existing, prior to commencement  
23 of services set forth in this Agreement. Should Contractor discover any latent or  
24 unknown conditions that will materially affect the performance of the services set  
25 forth in this Agreement, Contractor must immediately inform the City of that fact and  
26 may not proceed except at Contractor's risk until written instructions are received  
27 from the City.

28 E. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,  
2 materials, papers, documents, plans, studies and other components to prevent  
3 losses or damages, and will be responsible for all damages, to persons or property,  
4 until acceptance of the work by the City, except those losses or damages as may  
5 be caused by the City's own negligence.

6 F. CAUTION: Contractor shall not begin work until this  
7 Agreement has been signed by both parties and until Contractor's evidence of  
8 insurance has been delivered to and approved by City.

9 2. TERM. The term of this Agreement shall commence at midnight on  
10 February 4, 2020, and shall terminate at 11:59 p.m. on February 3, 2022, unless sooner  
11 terminated as provided in this Agreement, or unless the services or the Project is  
12 completed sooner. This Agreement may be extended for three (3) additional one (1) year  
13 periods, as approved by the City.

14 3. COORDINATION AND ORGANIZATION.

15 A. Contractor shall coordinate its performance with City's  
16 representative, if any, named in Exhibit "C", attached to this Agreement and  
17 incorporated by this reference. Contractor shall advise and inform City's  
18 representative of the work in progress on the Project in sufficient detail so as to  
19 assist City's representative in making presentations and in holding meetings on the  
20 Project. City shall furnish to Contractor information or materials, if any, described in  
21 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
22 perform any other tasks described in the Exhibit.

23 B. The parties acknowledge that a substantial inducement to City  
24 for entering this Agreement was and is the reputation and skill of Contractor's key  
25 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
26 reference. City shall have the right to approve any person proposed by Contractor  
27 to replace that key employee.

28 4. INDEPENDENT CONTRACTOR. In performing its services,

Contractor is and shall act as an independent contractor and not an employee, representative or agent of City. Contractor shall have control of Contractor's work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Contractor acts in accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Contractor expressly warrants that neither Contractor nor any of Contractor's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain, at Contractor's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,  
2 its boards and commissions, and their officials, employees and agents. This  
3 policy shall be endorsed to state that the insurer waives its right of  
4 subrogation against City, its boards and commissions, and their officials,  
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California  
7 Labor Code and employer's liability insurance in an amount not less than  
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
9 its right of subrogation against City, its boards and commissions, and their  
10 officials, employees and agents.

11 (c) Professional liability or errors and omissions insurance in an  
12 amount not less than \$1,000,000 per claim.

13 (d) Commercial automobile liability insurance (equivalent in scope  
14 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
15 amount not less than \$500,000 combined single limit per accident.

16 B. Any self-insurance program, self-insured retention, or  
17 deductible must be separately approved in writing by City's Risk Manager or  
18 designee and shall protect City, its officials, employees and agents in the same  
19 manner and to the same extent as they would have been protected had the policy  
20 or policies not contained retention or deductible provisions.

21 C. Each insurance policy shall be endorsed to state that coverage  
22 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
23 written notice to City, shall be primary and not contributing to any other insurance  
24 or self-insurance maintained by City, and shall be endorsed to state that coverage  
25 maintained by City shall be excess to and shall not contribute to insurance or self-  
26 insurance maintained by Contractor. Contractor shall notify City in writing within five  
27 (5) days after any insurance has been voided by the insurer or cancelled by the  
28 insured.

1 D. If this coverage is written on a "claims made" basis, it must  
2 provide for an extended reporting period of not less than one hundred eighty (180)  
3 days, commencing on the date this Agreement expires or is terminated, unless  
4 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
5 continuing coverage for a period of not less than three (3) years, commencing on  
6 the date this Agreement expires or is terminated. ~~\*\*\* No Waiver~~

7 E. Contractor shall require that all sub-contractors or contractors  
8 that Contractor uses in the performance of these services maintain insurance in  
9 compliance with this Section unless otherwise agreed in writing by City's Risk  
10 Manager or designee.

11 F. Prior to the start of performance, Contractor shall deliver to City  
12 certificates of insurance and the endorsements for approval as to sufficiency and  
13 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
14 insurance, furnish to City certificates of insurance and endorsements evidencing  
15 renewal of the insurance. City reserves the right to require complete certified copies  
16 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
17 time. Contractor shall make available to City's Risk Manager or designee all books,  
18 records and other information relating to this insurance, during normal business  
19 hours.

20 G. Any modification or waiver of these insurance requirements  
21 shall only be made with the approval of City's Risk Manager or designee. Not more  
22 frequently than once a year, City's Risk Manager or designee may require that  
23 Contractor, Contractor's sub-Contractors and contractors change the amount,  
24 scope or types of coverages required in this Section if, in his or her sole opinion, the  
25 amount, scope or types of coverages are not adequate.

26 H. The procuring or existence of insurance shall not be construed  
27 or deemed as a limitation on liability relating to Contractor's performance or as full  
28 performance of or compliance with the indemnification provisions of this Agreement.

1           6.    ASSIGNMENT AND SUBCONTRACTING.    This Agreement  
2   contemplates the personal services of Contractor and Contractor's employees, and the  
3   parties acknowledge that a substantial inducement to City for entering this Agreement was  
4   and is the professional reputation and competence of Contractor and Contractor's  
5   employees. Contractor shall not assign its rights or delegate its duties under this  
6   Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
7   of City, except that Contractor may with the prior approval of the City Manager of City,  
8   assign any moneys due or to become due Contractor under this Agreement. Any  
9   attempted assignment or delegation shall be void, and any assignee or delegate shall  
10   acquire no right or interest by reason of an attempted assignment or delegation.  
11   Furthermore, Contractor shall not subcontract any portion of its performance without the  
12   prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
13   or contractor without approval prior to the substitution. Nothing stated in this Section shall  
14   prevent Contractor from employing as many employees as Contractor deems necessary  
15   for performance of this Agreement.

16           7.    CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
17   certifies that, at the time Contractor executes this Agreement and for its duration,  
18   Contractor does not and will not perform services for any other client which would create a  
19   conflict, whether monetary or otherwise, as between the interests of City and the interests  
20   of that other client. And, Contractor shall obtain similar certifications from Contractor's  
21   employees, sub-Contractors and contractors.

22           8.    MATERIALS. Contractor shall furnish all labor and supervision,  
23   supplies, materials, tools, machinery, equipment, appliances, transportation and services  
24   necessary to or used in the performance of Contractor's obligations under this Agreement,  
25   except as stated in Exhibit "D".

26           9.    OWNERSHIP OF DATA. All materials, information and data  
27   prepared, developed or assembled by Contractor or furnished to Contractor in connection  
28   with this Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
2 models, reports, summaries, drawings, designs, notes, plans, information, material and  
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
4 and City shall have the unrestricted right to use and disclose the Data in any manner and  
5 for any purpose without payment of further compensation to Contractor. Copies of Data  
6 may be retained by Contractor but Contractor warrants that Data shall not be made  
7 available to any person or entity for use without the prior approval of City. This warranty  
8 shall survive termination of this Agreement for five (5) years.

9 10. TERMINATION. Either party shall have the right to terminate this  
10 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
11 prior notice to the other party. In the event of termination under this Section, City shall pay  
12 Contractor for services satisfactorily performed and costs incurred up to the effective date  
13 of termination for which Contractor has not been previously paid. The procedures for  
14 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
15 termination, Contractor shall deliver to City all Data developed or accumulated in the  
16 performance of this Agreement, whether in draft or final form, or in process. And,  
17 Contractor acknowledges and agrees that City's obligation to make final payment is  
18 conditioned on Contractor's delivery of the Data to City.

19 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
20 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
21 performing its services, during the term of this Agreement and for five (5) years following  
22 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
23 all information, whether written, oral or visual, obtained by any means whatsoever in the  
24 course of performing its services for the same period of time. Contractor shall not disclose  
25 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
26 of others except for the purpose of this Agreement.

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor



1 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
2 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
3 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
4 to subpoena or court order.

5           13. ADDITIONAL SERVICES. The City has the right at any time during  
6 the performance of the services, without invalidating this Agreement, to order extra work  
7 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
8 the work. No extra work may be undertaken unless a written order is first given by the City,  
9 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
10 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
11 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
12 City Representative. Any greater increases, taken either separately or cumulatively, must  
13 be approved by the City Council. It is expressly understood by Contractor that the  
14 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
15 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
16 the services to be provided pursuant to the RFP may be more costly or time consuming  
17 than Contractor anticipates and that Contractor will not be entitled to additional  
18 compensation for the services set forth in the RFP.

19           14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
20 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
21 amounts the payment of which may be in dispute or that are necessary to compensate the  
22 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
23 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
24 performing or failing to perform Contractor's obligations under this Agreement. In the event  
25 that any claim is made by a third party, the amount or validity of which is disputed by  
26 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
27 City may withhold from any payment due, without liability for interest because of the  
28 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
2 indemnify and protect the City as elsewhere provided in this Agreement.

3 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
4 amended, nor any provision or breach waived, except in writing signed by the parties which  
5 expressly refers to this Agreement.

6 16. LAW. This Agreement shall be construed in accordance with the laws  
7 of the State of California, and the venue for any legal actions brought by any party with  
8 respect to this Agreement shall be the County of Los Angeles, State of California for state  
9 actions and the Central District of California for any federal actions. Contractor shall cause  
10 all work performed in connection with construction of the Project to be performed in  
11 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
12 county or municipal governments or agencies (including, without limitation, all applicable  
13 federal and state labor standards, including the prevailing wage provisions of sections 1770  
14 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
15 marshal, health officer, building inspector, or other officer of every governmental agency  
16 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
17 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
18 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
19 force and effect.

20 17. PREVAILING WAGES.

21 A. Consultant agrees that all public work (as defined in California  
22 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
23 Work"), if any, shall comply with the requirements of California Labor Code sections  
24 1770 *et seq.* City makes no representation or statement that the Project, or any  
25 portion thereof, is or is not a "public work" as defined in California Labor Code  
26 section 1720.

27 B. In all bid specifications, contracts and subcontracts for any  
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

1 wages and the general prevailing rate for holiday and overtime work in this locality  
2 for each craft, classification or type of worker needed to perform the Public Work,  
3 and shall include such rates in the bid specifications, contract or subcontract. Such  
4 bid specifications, contract or subcontract must contain the following provision: "It  
5 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
6 wages to all workers employed by the contractor in the execution of this contract.  
7 The contractor expressly agrees to comply with the penalty provisions of California  
8 Labor Code section 1775 and the payroll record keeping requirements of California  
9 Labor Code section 1771."

10 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
11 constitutes the entire understanding between the parties and supersedes all other  
12 agreements, oral or written, with respect to the subject matter in this Agreement.

13 19. INDEMNITY.

14 A. Consultant shall indemnify, protect and hold harmless City, its  
15 Boards, Commissions, and their officials, employees and agents ("Indemnified  
16 Parties"), from and against any and all liability, claims, demands, damage, loss,  
17 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
18 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
19 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
20 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
21 any of its obligations contained in this Agreement, including all applicable federal  
22 and state labor requirements including, without limitation, the requirements of  
23 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
24 omissions or misrepresentations committed by Consultant, its officers, employees,  
25 agents, subcontractors, or anyone under Consultant's control, in the performance  
26 of work or services under this Agreement (collectively "Claims" or individually  
27 "Claim").

28 B. In addition to Consultant's duty to indemnify, Consultant shall

1 have a separate and wholly independent duty to defend Indemnified Parties at  
2 Consultant's expense by legal counsel approved by City, from and against all  
3 Claims, and shall continue this defense until the Claims are resolved, whether by  
4 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
5 breach, or the like on the part of Consultant shall be required for the duty to defend  
6 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
7 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
8 in the defense.

9 C. If a court of competent jurisdiction determines that a Claim was  
10 caused by the sole negligence or willful misconduct of Indemnified Parties,  
11 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
12 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
13 percentage of willful misconduct attributed by the court to the Indemnified Parties.

14 D. The provisions of this Section shall survive the expiration or  
15 termination of this Agreement.

16 20. FORCE MAJEURE If any party fails to perform its obligations  
17 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
18 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
19 governmental regulations, governmental controls, judicial orders, enemy or hostile  
20 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
21 reasonable control of the party obligated to perform, then that party's performance will be  
22 excused for a period equal to the period of such cause for failure to perform.

23 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
24 Agreement and any Exhibit, the provisions of this Agreement shall govern.

25 22. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject  
27 to applicable rules and regulations, Contractor shall not discriminate against any  
28 employee or applicant for employment because of race, religion, national origin,

1 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
2 disability. Contractor shall ensure that applicants are employed, and that employees  
3 are treated during their employment, without regard to these bases. These actions  
4 shall include, but not be limited to, the following: employment, upgrading, demotion  
5 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
6 or other forms of compensation; and selection for training, including apprenticeship.

7 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
8 accordance with the provisions of the Ordinance, this Agreement is subject to the  
9 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
10 Long Beach Municipal Code, as amended from time to time.

11 A. During the performance of this Agreement, the Consultant  
12 certifies and represents that the Consultant will comply with the EBO. The  
13 Consultant agrees to post the following statement in conspicuous places at its place  
14 of business available to employees and applicants for employment:

15 "During the performance of a contract with the City of Long Beach, the  
16 Consultant will provide equal benefits to employees with spouses and its  
17 employees with domestic partners. Additional information about the City of  
18 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
19 Long Beach Business Services Division at 562-570-6200."

20 B. The failure of the Consultant to comply with the EBO will be  
21 deemed to be a material breach of the Agreement by the City.

22 C. If the Consultant fails to comply with the EBO, the City may  
23 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
24 to become due under the Agreement may be retained by the City. The City may  
25 also pursue any and all other remedies at law or in equity for any breach.

26 D. Failure to comply with the EBO may be used as evidence  
27 against the Consultant in actions taken pursuant to the provisions of Long Beach  
28 Municipal Code 2.93 et seq., Contractor Responsibility.

1 E. If the City determines that the Consultant has set up or used its  
2 contracting entity for the purpose of evading the intent of the EBO, the City may  
3 terminate the Agreement on behalf of the City. Violation of this provision may be  
4 used as evidence against the Consultant in actions taken pursuant to the provisions  
5 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

6 24. NOTICES. Any notice or approval required by this Agreement shall  
7 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
8 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
9 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
10 to the City Clerk at the same address. Notice of change of address shall be given in the  
11 same manner as stated for other notices. Notice shall be deemed given on the date  
12 deposited in the mail or on the date personal delivery is made, whichever occurs first.

13 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
14 that Contractor has not employed or retained any entity or person to solicit or obtain this  
15 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
16 commission or other monies based on or from the award of this Agreement. If Contractor  
17 breaches this warranty, City shall have the right to terminate this Agreement immediately  
18 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
19 due under this Agreement or otherwise recover the full amount of the fee, commission or  
20 other monies.

21 26. WAIVER. The acceptance of any services or the payment of any  
22 money by City shall not operate as a waiver of any provision of this Agreement or of any  
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
24 Agreement shall not constitute a waiver of any other or subsequent breach of this  
25 Agreement.

26 27. CONTINUATION. Termination or expiration of this Agreement shall  
27 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
28 18, 21 and 28 prior to termination or expiration of this Agreement.

1           28. TAX REPORTING. As required by federal and state law, City is  
2 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
3 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
4 from payments under this Agreement. Contractor shall submit Contractor's Employer  
5 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
6 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
7 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
8 Contractor provides one of these numbers.

9           29. ADVERTISING. Contractor shall not use the name of City, its officials  
10 or employees in any advertising or solicitation for business or as a reference, without the  
11 prior approval of the City Manager or designee.

12           30. AUDIT. City shall have the right at all reasonable times during the  
13 term of this Agreement and for a period of five (5) years after termination or expiration of  
14 this Agreement to examine, audit, inspect, review, extract information from and copy all  
15 books, records, accounts and other documents of Contractor relating to this Agreement.

16           31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
17 designed to or entered for the purpose of creating any benefit or right for any person or  
18 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

NANCY K. BOHL, INC. DBA THE COUNSELING TEAM INTERNATIONAL, a California corporation

By Nancy K. Bohl  
Name Nancy K. Bohl  
Title PRESIDENT

By Jung Casio Koot  
Name Jung Casio Koot  
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

By Rebecca G. Garner  
Name Rebecca G. Garner  
Title CITY MANAGER

EXECUTED PURSUANT TO SECTION 301 OF "City" THE CITY CHARTER

This Agreement is approved as to form on March 27, 2020.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# EXHIBIT “A”

## Scope of Work/Services



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## City of Long Beach

### Request For Proposals Number RFP PD 19-049

For

### Pre-Employment Psychological Examination Services

Release Date:	02/22/2019
Questions Due to the City:	03/01/2019
Posting of the Q & A:	03/07/2019
Due Date:	03/14/2019

City Contact: Michelle King Buyer II 562-570-6020

**See Section 4 for instructions on submitting proposals.**

Company Name Nancy K Bohl, Inc dba  
The Counseling Team International Contact Person Julie Koot  
Address PO Box 10427 City San Bernardino State CA Zip 92423  
Telephone (909) 884-0133 Fax (909) 384-0734 Federal Tax ID No [REDACTED]  
E-mail: JKoot@thecounselingteam.com

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 3/13/19

Signed [Signature]

Print Name & Title Julie Castro Koot, CFO

Rev 2016 0919



## THE COUNSELING TEAM INTERNATIONAL

March 13, 2019

To Whom It May Concern:

The Counseling Team International (TCTI) is pleased to submit this bid in response to the City of Long Beach Request for Proposal (RFP) Number PD19-049 for Pre-Employment Psychological Examination Services. TCTI understands the awarded contractor(s) will be used on an as-needed basis to perform pre-employment psychological examinations for prospective Police Recruits, Public Safety Dispatchers, and Armed Security Officers over the term of the agreement.

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 exceed 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 the opportunity to continue our 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.

TCTI accepts the terms and conditions in the RFP and Pro Forma Agreement, including acknowledgment of receipt of all amendments and/or addenda to this RFP. TCTI has no exceptions.

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

Stay Safe & Be Well,

Kathleen D. Wellbrock, Ph.D.

Clinical Director

The Counseling Team International (TCTI)

909-884-0133 x243

## Project Understanding and Approach – Section 4.11.2

### **Understanding of the scope of services:**

The Counseling Team International (TCTI) understands the City is requesting proposals from qualified and professional psychological examination firms, teams, or individuals with experience performing pre-employment evaluations for law enforcement agencies. TCTI understands the qualified firm(s), team(s) or individuals(s) shall provide psychological evaluation services on an "as-needed" basis during the term of the contract.

TCTI understands as directed by the City, the contracted psychologist(s) will administer pre-employment psychological screening and evaluations in conformance with all State of California and City of Long Beach regulations and policies.

### **Basic Services**

TCTI understands TCTI must provide comprehensive pre-employment psychological screenings for all applicants applying for the positions of: Police Recruit, Consolidated Public Safety Dispatcher and Armed Security Officer.

TCTI understands TCTI must be a Licensed Clinical Psychologist, authorized to practice in the State of California, and Board Certified in Police and Public Safety Psychology.

TCTI understands TCTI must maintain, or have continual access to, professional office facilities to meet with applicants and conduct all testing and evaluations. TCTI understands these facilities must include a private waiting room or intake area, as well as a separate, confidential interview room.

TCTI understands when conducting evaluations for all sworn applicants, as well as Public Safety Dispatchers, TCTI must adhere to all guidelines for Peace Officer Psychological Evaluators, as outlined by California Commission on POST.

TCTI understands TCTI shall make a definite determination regarding an applicant's psychological competency for the specific position being sought and provide the results of this determination in a formal letter format. TCTI understands when applicable, as with the evaluations for Police Recruit and Public Safety Dispatcher applicants, additional documentation may be requested. For example, details specifying identified areas of concern, relating to the California Commission on POST Peace Officer Psychological Screening Dimensions.

TCTI understands TCTI must be able to provide the results of their finding upon conclusion of all testing within a time frame specified by the agency, but not later than one (1) week before the selection date for that particular selection process.

TCTI understands TCTI must attend police recruit selection day (8-10 hours) to provide insight on the psychological evaluations results to the Chief of Police. TCTI understands attendance for this day must be included in the fee schedule. TCTI understands date to be determined.

TCTI understands TCTI must specify a flat fee for a basic pre-employment psychological evaluation. TCTI understands this fee shall include: grading and review of written psychological tests, in person interview and evaluations, and documentation of all results and determinations, and attendance of selection day. TCTI understands we may also be called upon to administer written tests and facilitate the ordering and acquisition of testing materials.

TCTI understands TCTI must be able to accommodate large groups of applicants and stringent timeframes of hiring processes. TCTI understands LBPDP expects to order approximately 400-450 psychological examinations within a three-month period, with the exact number to be determined.

TCTI understands all employees with access to the City of Long Beach psychological evaluation testing and evaluation materials, shall sign a confidentiality agreement.

Matrix/Summary identifying key personnel responsible for accomplishing all phases of the contract. Includes on-call Project Manager.

<u>Name</u>	<u>Classification</u>
Kathleen Wellbrock, Ph.D.	Clinical Director/On-call Project Manager/Pre-Employment Psychological Examinations (Director over Pre-Employment Psychological Division, Available to LBPDP for all concerns and conducts oral interviews.
Sara DeLeon, Psy.D.	Pre-Employment Psychological Examinations (Conduct Oral Interview)
Tammy McCoy-Arballo, Psy.D.	Pre-Employment Psychological Examinations (Conduct Oral Interview)

### Primary Contractor Information – Section 4.11.3.

- **Company ownership.** If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).

Nancy K. Bohl, Inc dba The Counseling Team International was incorporated May 28, 1998 in the State of California.

- **Location of the company offices.**  
Headquarters Office: 1881 Business Center Drive, Suites 11 & 12, San Bernardino, CA 92408

- **Location of the office servicing any California account(s).**  
TCTI has satellite offices in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara and Ventura. The satellite offices are utilized for in-house counseling.
- **Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.**  
TCTI has sixteen (16) employees. TCTI currently does not have employees that reside in Long Beach
- **Location(s) from which employees will be assigned.**  
1881 Business Center Drive, Suite 11 & 12, San Bernardino, CA 92408
- **Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.**  
Julie Casto-Koot, CFO  
P.O. Box 10427, San Bernardino, CA 92423  
909-884-0133 x225  
[jkoot@thecounselingteam.com](mailto:jkoot@thecounselingteam.com)
- **Company background/history and why Contractor is qualified to provide the services described in this RFP.**  
**Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.**

**Background/History for The Counseling Team International:**

In 1985, The Counseling Team International (TCTI) began providing employee support 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 1986, **Training** became very important to TCTI's success. Training reaches out to many people who otherwise would not have any contact with the mental health field. TCTI created their training division which develops classes to meet the needs of all they serve. TCTI's Staff are Adjunct Professors for many colleges and universities in Southern California. They have been guest speakers for the Federal Bureau of Investigation (FBI), Bureau of Indian Affairs (BIA), California Highway Patrol (CHP), the Federal Law Enforcement Training Center (FLETC), and the Federal Air Marshal Service (FAMS) as well as many police and

fire academies. TCTI's Instructors are certified to teach for the International Critical Incident Stress Foundation (ICISF), Law Enforcement Wellness Association (LEWA), Police Officer Standards of Training (POST), Standards and Training for Corrections (STC), Board of Registered Nursing (BRN), Continuing Education Units (CEU), ICEMA for Emergency Medical Technicians (EMT), paramedics and the QPR Institute.

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 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 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 13,000 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.

In 1989, the **Crisis Negotiation Team (CNT)** for TCTI was formed. Dr. Bohl-Penrod was asked to attend the Federal Bureau of Investigation's (FBI's) Basic and Advanced "Hostage Negotiation" (CNT) training in Quantico, Virginia. Since that time, TCTI has recognized the importance of consulting to law enforcement Crisis Negotiation Teams (CNT). The majority of TCTI's Mental Health Professionals have attended both Basic and Advanced Crisis Negotiation Training (CNT).

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 Mass Shooting at Borderline Bar and Grill in Thousand Oaks, 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.

- **Resumes for key staff to be the responsible for performance of any contract resulting from this RFP.**

See Appendices 1 (Resumes for Key Personnel)

#### Staffing Resources and Qualifications – Section 4.11.4

Psychological screenings are conducted by one of TCTI's Clinical Psychologists, Dr. Kathleen Wellbrock, Dr. Sara Hibbs or Dr. Tammy McCoy-Arballo 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 professional education requirement of six (6) hours and will complete twelve (12) hours of POST approved CPE every two years based on their biennial license renewal cycle.

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 three best sources of information on the evaluation of law enforcement/public safety applicants usually are: 1) a psychological test battery; 2) background information and 3) in depth "clinical" interview by one of our doctors who are experts in the law enforcement profession. Psychological screening minimizes the admission of inappropriate candidates.

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 law enforcement personnel are affected by job-related stress than the normal work force.

The screening process can aid in detecting the stress prone individuals and can be beneficial in the prevention and management of undue stress in those individuals and therefore aids the department humanely and financially.

Statistically, 5% to 20% of law enforcement personnel are psychologically unsuitable. Not all applicants perform at the same level and the unsuitable applicants do not always appear as obviously inappropriate. Some individuals will look very good, while others will obviously look unacceptable. A great majority will be somewhere in-between. This in-between or middle range person who, upon evaluation by the doctor demonstrates risk of engaging in liability resulting behavior should be screened out.

The following tests are used in the screening process. The Minnesota Multiphasic Personality Inventory-2RF (MMPI-2RF), 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, a Sentence Completion and Job Dimensions form is used to give insight into the applicant's personality.

To schedule an appointment, the department will need to call the Psychological Testing Coordinator at (909) 884-0133 x224. The Psychological Testing Coordinator will set up the written testing date with the department. The written testing is conducted at 8:30 am Monday thru Friday. The applicant will need to allow four to six hours for the written test. Upon completing the written portion, the applicant will be given a time for the oral interview with a licensed psychologist. The oral interview will last approximately 45 minutes. **The applicant will need to come dressed in business attire for this interview.**

Our facility can accommodate up to 20 applicants at a time or, arrangements can be made for the testing coordinator to conduct the written examination at a facility of your choice for those groups larger than 20 applicants.

## **The Results**

After the testing is electronically scored, the applicant is interviewed using background material provided by the applicant and his/her test results. History being the best predictor of future behavior, evaluatee's relationships: social, familial and vocational are explored. This interview and the accompanying test results are summarized in a brief report, which supports a final score, suitability statement of Recommended or Not Recommended.

**References:****Kathleen Wellbrock, Ph.D.**

Department	Contact Person
Cypress Police Department 5275 Orange Avenue Cypress, CA 90630	Rod Cox, Chief of Police (714) 229-6622
Covina Police Department 125 E. College Street Covina CA 91723	John Curley, Chief of Police (626) 705-7187
Rialto Police Department 128 N Willow Ave. Rialto, CA 92376	Mark Kling, Chief of Police (909) 820-2540

**Sara DeLeon, Psy.D.**

Department	Contact Person
Fontana Police Department P.O. Box 2409 Fontana, CA 92335	Frank Losch, Background Investigator (909) 356-7198
Ontario Police Department 2500 S. Archibald Avenue Ontario, CA 91761	Detective Joe Crum (909) 395-2848
San Bernardino County Sheriff's Department P.O. Box 569 San Bernardino, CA 92402	DaniPaul Pineda, Sergeant (909) 387-0354

**Tammy McCoy-Arballo, Psy.D.**

Department	Contact Person
Riverside Police Department 4102 Orange Street Riverside, CA 92501	Larry Gonzalez, Deputy Chief (951) 826-5700
San Diego County Sheriff's Department PO box 939062 San Diego, CA 92193-9062	James Cady, Lieutenant (760)685-5800
San Diego County Probation Department 9444 Balboa Avenue, Suite 500 San Diego, CA 92123	Charles Obendorfer, Background Investigator

## Company Background and References – Section(s) 9 – 9.3

### 9.1 Subcontractor Information

Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No ✓ Initials \_\_\_\_\_

### 9.2 References

Client Department Name/contact person and telephone number	Project Description	Project dates (starting and ending)
Fullerton Police Department Contact Person: Officer Danielle Patrick 714-738-3377	Pre-employment screening, critical incident stress debriefing, Training, Hostage/Barricade Negotiation	2013 to Present
Glendora Police Department Contact Person: Chief Tim Staab 626-914-8250	Counseling, Pre-employment screening, critical incident stress debriefing, Training, Hostage/Barricade Negotiation	2014 to Present  Project dates (starting up
Montclair Police Department Contact Person: Chief Robert Avels 909-625-9477	Counseling, Pre-employment screening, critical incident stress debriefing, Training, Hostage/Barricade Negotiation	2006 to Present
Murrieta Police Department Contact Person: Chief Sean Hadden 951-461-6365	Counseling, Pre-employment screening, critical incident stress debriefing, Training, Hostage/Barricade Negotiation	2010 to Present  Project dates (starting up
Upland Police Department Contact Person: Sergeant Anthony Kabayan 909-920-6530	Counseling, Pre-employment screening, critical incident stress debriefing, Training, Hostage/Barricade Negotiation	2007 to Present

- Staff assigned to reference engagement that will be designated for work per this RFP;

Kathleen Wellbrock, Ph.D., Clinical Director – Client Project Manager 800-222-9691  
x243

Sara DeLeon, Psy.D., Clinical Psychologist

Tammy McCoy-Arballo, Psy.D., Clinical Psychologist

Maria Velasco, Pre-employment Psychological Testing Coordinator

#### 9.4 **Business License**

TCTI currently conducts Pre-employment Psychological Examination Services out of our San Bernardino office location and holds a current business license. If required TCTI will obtain a business license for the City of Long Beach.

### **Appendices 4.11.5**

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Appendices 1 - Resumes for Key Personnel

Appendices 2 – Financial Profit & Loss Statement

Appendices 1  
Key Staff Resumes

## CURRICULUM VITAE

**SARA M. DELEON**  
THE COUNSELING TEAM INTERNATIONAL (TCTI)  
1881 Business Center Drive, Suite 11  
San Bernardino, California 92408  
800-222-9691 24-Hr.

## PROFESSIONAL LICENSE

License PSY21374

## EDUCATIONAL BACKGROUND

- 2004      PsyD. - Doctor of Psychology in Clinical-Community Psychology, University of La Verne, La Verne, California
- 2001      M.S.- Masters of Science Degree in Psychology, University of La Verne, La Verne, California
- 1998      B.S.- Bachelor of Science Degree in Psychology, University of La Verne, La Verne, California

## PROFESSIONAL EXPERIENCE

- 2009 to      Inland Regional Center, San Bernardino, California  
Present      Conducts psychological assessments for the intake unit to determine eligibility for regional center services. Also conducts forensic assessments and testifies at state level hearings as needed.
- 2005 to      The Counseling Team International (TCTI), San Bernardino, California  
Present      Provide psychological testing and pre-employment screening for various law enforcement, probation and fire departments. Provide marriage, family, and child counseling to governmental agencies, city personnel and their families. Provide 24-hour Critical Incident Intervention Debriefings.
- 2004 to      David and Margaret Home, Inc, La Verne, California  
2005      Conducted individual and group therapy with adolescent girls in a residential treatment facility.
- 2004      Aurora/Charter Oak Behavioral Health Care, Covina, California  
Conducted individual and group therapy with youth and adults hospitalized in an inpatient psychiatric facility.

2002 to 2003 La Puente Valley Mental Health Center, La Puente, California  
Provided case management services to mentally ill adults receiving treatment at an outpatient mental health clinic.

### TEACHING EXPERIENCES

2005 Riverside Sheriff's Academy, Riverside, California  
Victimology

2006 City of San Bernardino, San Bernardino, California  
Know Your Psych Services

2006 Firehouse World, San Diego, California

2006 San Bernardino Police Department, San Bernardino, California  
Employee Reactions to Critical Incidents

2007 San Bernardino Sheriff's Department, San Bernardino, California  
Know Your Psych Services

2008 City of Fontana, Fontana, California  
Holiday Stress

### CERTIFICATIONS

2005 International Critical Incident Stress Foundation  
2-Day Critical Incident Stress Management: Group Crisis Intervention (14 Contact Hours)

2006 International Critical Incident Stress Foundation  
2-Day Basic Critical Incident Stress Management (14 Contact Hours)

2007 Basic Hostage Negotiation Course  
San Jose State University, San Jose, California

2007 Eye Movement Desensitization Reprocessing, Level I  
Dr. Roger Solomon, San Bernardino, California

### AFFILIATIONS

A. International Association of Chiefs of Police



**TAMMY J. McCOY-ARBALLO**

5203 El Cerrito Drive, #254

Riverside, CA 92507

760.885.6952

Tammymccoyarballo@gmail.com

**PROFESSIONAL LICENSE**

Licensed Clinical Psychologist, State of California:28762

**EDUCATIONAL BACKGROUND**

- 2015      Psy.D.:Clinical Forensic Psychology, Alliant International University, San Diego, CA
- 2013      M.A.: Clinical Forensic Psychology, Alliant International University, San Diego, CA
- 1999      B.A.:Print Journalism, Hofstra University, Hempstead, NY

**PROFESSIONAL EXPERIENCE**

- 2014 to Present      The Counseling Team International, San Bernardino, CA  
Responsibilities include providing short-term individual, couples, and family therapy primarily to city, county, and state law enforcement officials and their families; 24-hour crisis intervention; critical incident stress debriefings with appropriate follow-up counseling; crisis coordination including needs assessment and management consultation. Collect, code, and perform statistical analysis of data; use data to improve in-house pre-employment screening process; explain results and make recommendations to police chiefs, law enforcement executives, background investigators. Train monthly with the Riverside Police Department's Emergency Negotiation Team to provide mental health resources to the team. Teach classes including suicide by cop and significant other survival to academy classes as well as officers.
- 2013 to 2014      Vista Balboa Crisis House, San Diego, CA  
On-Call Staff  
Conduct intake assessments, conduct one-on-one therapy, and milieu therapy. Work as part of team to resolve the day-to-day conflicts that arise at a residential adult setting for clients with co-occurring disorders.
- 2012 to 2013      Vista Balboa Crisis House, San Diego, CA  
Practicum Student  
Perform intake assessments, one-on-one, and milieu therapy, work as part of team to resolve the day-to-day conflicts that arise at a residential adult setting for clients with co-occurring disorders.

## MAJOR CRITICAL INCIDENTS

- 2018 Yountville Tragedy  
Provided on scene and follow up psychological care to District Attorney, victim witness advocate group, and those affected.
- 2017 Las Vegas Shooting/Route 91 Harvest Festival  
Provided services at Las Vegas hospitals and follow up psychological care to civilians and law enforcement officials and their families for the three days after the shooting.
- 2017 La Jolla Garden Communities Shooting  
Provided on scene and follow up psychological care to employees and residents
- 2015 San Bernardino Terrorist Attack, San Bernardino, California 2015  
Provided on scene and follow up psychological care to first responders and victims. Spent 10 days working with San Bernardino County Probation Department in the wake of the attack.

## CERTIFICATIONS/TRAININGS

- 2018 Conducting Second-Opinion Preemployment Psychological Evaluations of Police and other Public Safety Candidates  
Mindset Continuing Education, Los Angeles, CA
- 2017 SPCP 2017 – Adverse Impact Analysis of the MMPI-2 RF Police Candidate Interpretive Report (PCIR)  
SPCP 2017 Annual Conference, San Diego, CA
- 2017 SPCP 2017 – the Value in Evaluating and Developing Emotionally Intelligent Behaviors of Protective Services Personnel  
SPCP 2017 Annual Conference, San Diego, CA
- 2017 SPCP 2017 – Considering Executive Functioning in Police Officers  
SPCP 2017 Annual Conference, San Diego, CA
- 2017 SPCP 2017 – Screening Profiles and Vicarious Trauma of First Responders, Police, Chiefs, and Firefighters  
SPCP 2017 Annual Conference, San Diego, CA
- 2017 SPCP 2017 – Resistance to change? Start at the top!  
SPCP 2017 Annual Conference, San Diego, CA
- 2017 Using the MMPI-2 RF in Public Safety Evaluations: Pre and Post-Employment  
American Board of Professional Psychology, San Diego, CA

## CURRICULUM VITAE

**KATHLEEN D. WELLBROCK**  
THE COUNSELING TEAM INTERNATIONAL (TCTI)  
1881 Business Center Drive, Suite 11  
San Bernardino, California 92408  
800-222-9691 24-Hr.

## PROFESSIONAL LICENSE

License Number PSY17906

## EDUCATIONAL BACKGROUND

- 2000 Ph.D. - Clinical Psychology, California School of Psychology, Alhambra, California
- 1998 M.A. - Masters of Arts in Clinical Psychology, California School of Professional Psychology, Alhambra, California
- 1995 B.S. - Bachelor of Science, Psychology, University of La Verne, La Verne, California
- 1993 A.A. - Associates of Arts, Behavioral Science, Citrus Community College, Glendora, California

## PROFESSIONAL EXPERIENCE

- 2002 to Present The Counseling Team International (TCTI), San Bernardino, California  
Provide psychological testing and pre-employment screening for various law enforcement, probation and fire departments. Also, provide marriage, family, and child counseling to governmental agencies, city personnel and their families. Develop and train peer support teams throughout the nation.
- 2000 to 2002 L.A. County Sheriff's Department, Los Angeles, California  
Law Enforcement Psychologist for the Employee Support Services Bureau. Responsible for providing individual, conjoint, and family therapy to Department members and their families, on-call emergency response and crisis intervention, critical incident debriefings, officer involved shooting debriefings, workplace violence and threat assessments, management consultation and training for sworn and civilian employees, and hostage negotiations. Develop and present psychoeducational workshops and lectures for sworn and civilian employees. As the MCEP Program Developer, manage, develop, and implement continuing education workshops for the law enforcement psychologists consistent with working in the law enforcement arena.

- 1998 to 1999 Glen Roberts Child Study Center, Glendale, California  
Clinical Psychology Intern - Provide individual, conjoint, and family therapy. Co-Facilitate children's group and parenting education. Assessment utilizing the WISC, RATC, Bender-Gestalt, Figure Drawings, Rorschach, Woodcock-Johnson Psychoeducational Battery, Wender-Utah Rating Scale, WRAT-3; Report writing and feedback.
- 1997 to 1999 Museum of Tolerance, Los Angeles, California  
Training Consultant Assistant - Conduct a program evaluation and develop assessment measure for the Tools for Tolerance Law Enforcement Program; evaluate program to assess its effectiveness in teaching diversity awareness; facilitate focus groups to assess diversity needs of law enforcement officers; train and consult with staff of the Museum of Tolerance.
- 1997 to 1998 Santa Anita Family Service, Monrovia, California  
Clinical Psychology Intern - Provide individual, conjoint, and family therapy. Co-facilitate multifamily group and parenting education. Assessment utilizing the MMPI-2, Rorschach, Bender-Gestalt, WAIS, Sentence completion; report writing and feedback.
- 1996 to 1997 California Polytechnic University Counseling Services, Pomona, California  
Clerkship - Conducted psychoeducational assessment on learning disabled Students. Utilized the Bender-Gestalt, Rey-Osterieth Complex Figure, Sentence Completion, WRAT-3, Nelson-Denny Reading Test, Wender-Utah Rating Scale, MMPI-2, Woodcock-Johnson Psycho educational Battery; Report writing, feedback, and recommendations.

### TRAININGS

- 2013 Introduction to the MMPI-2-RF and Advanced Interpretation, Fordham University, New York, New York
- 2006 Forensic Approach to MMPI-II  
Albuquerque, New Mexico
- 2006 MMPI-2/MMPI-A Workshop and Symposia  
Sponsored by Kent State University & University of Minnesota Press, Albuquerque, New Mexico
- 2005 Critical Incident Stress Management: Basic
- 2002 Cognitive Interviewing and Forensic Hypnosis
- 1999 Application of Psychological Screening Instruments in Law Enforcement Settings

## Appendices 2

### Financial Profit & Loss Statement

3:02 PM  
03/13/19  
Cash Basis

The Counseling Team International (TCTI)  
Profit & Loss  
January through December 2018

Jan - Dec 18

Ordinary Income/Expense

Income

4000 - Counseling Fees	2,148,504.05
4010 - Training	178,412.04
4020 - Crisis Calls	413,847.65
4030 - Consulting Services	111,100.00
4040 - Psychological Testing	539,966.09
4055 - Rent Income	1,887.00
4065 - Finance Charges	14.04

Total Income

3,391,730.87

Gross Profit

3,391,730.87

Expense

5361 - Misc (Random Expenses to ask the Accountant)	-15,199.99
5000 - Assoc.Dues-Property	26,336.31
5020 - Auto & Truck Expense	35,241.13
5040 - Advertising & Promotion	7,430.97
5050 - Bank Charges	3,693.70
5062 - Computer Supplies	37,850.91
5063 - Continuing Education	434.87
5085 - Contract Labor	1,541,581.44
5070 - Contributions	1,280.61
5075 - Contributions-Political	250.00
5090 - Credit Card Processing Fees	5,966.07
5160 - Dues & Subscriptions	22,242.60
5200 - Interest Expense	2,047.87
5270 - Insurance - General	6,178.74
5290 - Insurance - WC	4,235.50
5295 - Insurance-Pension Plan	91.00
5300 - Insurance-Malpractice	2,728.00
5325 - Insurance - Auto	2,913.02
5330 - Janitorial	6,765.00
5360 - Gifts	27,168.43
5370 - Legal & Accounting	20,826.25
5380 - Licenses and permits	17,331.98
5420 - Meals & Entertainment(50%)	15,260.13
5421 - 100% Deductible Meals	127.87
5422 - Medical	30,733.66
5480 - Office	90,539.92
5462 - Equipment Rent	29,798.95
5465 - Outside Services	48,915.16
5480 - Pension Contribution	19,277.03
5490 - Pension Plan Expense	3,661.00
5580 - Postage	14,290.74
5610 - Rent Expense	135,331.36
5650 - Repairs & Maintenance	4,813.90
5660 - Reimbursement expense	26,331.14
5700 - Salary & Wages	905,045.26
5715 - Security	1,707.63
5750 - Taxes - Payroll	78,997.55
5775 - Taxes - other	4,449.58
5789 - Taxes - real estate	9,449.75
5785 - Taxes - State Franchise	800.00
5820 - Telephone	37,065.87
5830 - Testing	80,884.61
5840 - Travel	45,907.40
5850 - Training Expense	1,904.48

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03/13/19

Cash Basis

**The Counseling Team International (TCTI)**  
**Profit & Loss**  
January through December 2018

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**Ordinary Income/Expense**

**Income**

4000 • Counseling Fees  
4010 • Training  
4020 • Crisis Calls  
4030 • Consulting Services  
4040 • Psychological Testing  
4055 • Rent Income  
4065 • Finance Charges

**Total Income**

**Gross Profit**

**Expense**

5381 • Misc (Random Expenses to ask the Accountant)  
5000 • Assoc.Dues-Property  
5020 • Auto & Truck Expense  
5040 • Advertising & Promotion  
5050 • Bank Charges  
5062 • Computer Supplies  
5063 • Continuing Education  
5065 • Contract Labor  
5070 • Contributions  
5075 • Contributions-Political  
5090 • Credit Card Processing Fees  
5160 • Dues & Subscriptions  
5200 • Interest Expense  
5270 • Insurance - General  
5290 • Insurance - WC  
5295 • Insurance-Pension Plan  
5300 • Insurance-Malpractice  
5325 • Insurance - Auto  
5330 • Janitorial  
5360 • Gifts  
5370 • Legal & Accounting  
5380 • Licenses and permits  
5420 • Meals & Entertainment(50%)  
5421 • 100% Deductible Meals  
5422 • Medical  
5460 • Office  
5462 • Equipment Rent  
5465 • Outside Services  
5480 • Pension Contribution  
5490 • Pension Plan Expense  
5580 • Postage  
5610 • Rent Expense  
5650 • Repairs & Maintenance  
5660 • Reimbursement expense  
5700 • Salary & Wages  
  
5715 • Security  
5750 • Taxes - Payroll  
5775 • Taxes - other  
5780 • Taxes - real estate  
5785 • Taxes - State Franchise  
5820 • Telephone  
5830 • Testing  
5840 • Travel  
5850 • Training Expense

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03/13/19  
Cash Basis

The Counseling Team International (TCTI)  
Profit & Loss  
January through December 2018

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5860 - Utilities

65900 - Reconciliation Discrepancies (Discrepancies between bank statements and company records)

Total Expense

Net Ordinary Income

Net Income



# EXHIBIT “B”

Rates or Charges

## **COST - Section 10**

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### **10.2 Fee amounts for the following:**

- a. Flat rate per Psychological Evaluation (includes grading, review of written psychological tests, in-person interview, evaluations, and documenting all results)  
\$325.00 Flat Rate
- b. Hourly rate to attend Police Recruit selection day  
\$110.00 Per Hour Port to Port
- c. Hourly rate to administer written tests and facilitate the ordering and acquisition of testing materials  
This is included in the Flat Rate listed above for (a)

### **10.3 Indicate the maximum number of psychological examinations contractor can accommodate per month.**

140 Applicants Per Month

# EXHIBIT "C"

City's Representative:

Leslie Bruce, Finance Administrator,

Police Department

(562) 570-5391

# EXHIBIT "D"

Additional Materials/Information Furnished:

NONE

# EXHIBIT "E"

Contractor's Key Employee:

Julie Koot

909-884-0133

JKoot@thecounselingteam.com