

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

PUBLIC SAFETY PERSONNEL SUPPORT SERVICES, COUNSELING AND CRITICAL INCIDENT INTERVENTION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this _____ day of _____, 2025 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **NANCY K. BOHL. INCORPORATED**, a California Corporation doing business as **THE COUNSELING TEAM INTERNATIONAL** (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **July 1, 2025** and shall end on **June 30, 2030** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **One Hundred Twenty Five Thousand Dollars and Zero Cents (\$125,000.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;

- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-

insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **PUBLIC SAFETY PERSONNEL SUPPORT SERVICES, COUNSELING AND CRITICAL INCIDENT INTERVENTION.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of

Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, “Claims”) to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of

personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time,

and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant's failure to pay prevailing wages.

b. Labor Code of California. The Consultant's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing

and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Julie Casto Koot** (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Christine Booker, Budget and Grant Analyst** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

THE COUNSELING TEAM INTERNATIONAL
Attn: Julie Casto Koot
1881 Business Center Drive #11
San Bernardino, CA 92408

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Christine Booker, Budget and Grant Analyst

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with
report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of

Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Armando Villa, City Manager

Julie Koot, CFO

Attest:

Stephanie Roseen, City Clerk

Stephen Odom, President

Approved as to Form:

Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if
Consultant is a corporation, unless provided
with a certificate of secretary in-lieu]

EXHIBIT A

SCOPE OF SERVICES

Services shall include **PUBLIC SAFETY PERSONNEL SUPPORT SERVICES, COUNSELING AND CRITICAL INCIDENT INTERVENTION** services in the amount not to exceed **One Hundred Twenty Five Thousand Dollars and Zero Cents (\$125,000.00)** as further detailed in the following page(s).

EXHIBIT A.



SCOPE OF WORK & DETAIL

BACKGROUND:

The City is seeking responses from qualified professionals to provide incident intervention and support services for Meniffee Police Department. The awarded contractor will be used on an as-needed basis to provide counseling, training, and critical incident support for front-line public safety personnel and their families. Meniffee PD employs 93 sworn personnel and 38 civilian staff at the time of this RFP with a potential increase of staffing in the future.

GENERAL REQUIREMENTS

- The provider shall have a minimum of (5) five years of experience providing employee assistance counseling services to employees working in law enforcement.
- The provider should have a minimum of (2) two years' experience working with alcoholism and other addictive substance abuse cases.
- The provider shall provide culturally competent mental health professionals to perform counseling services and training. Cultural competency is often gained by working in that field prior.
- The provider shall have the capability of dealing with a wide variety of behavioral health problems.
- The provider must provide offices throughout the Inland Empire and is recommended that there are offices in surrounding counties such as Orange, Los Angeles, San Bernardino, San Diego and Ventura.
- The provider should have experience in making referrals to employee insurance providers and other appropriate providers.
- The provider shall be certified to provide Peace Officer Standards and Training (POST), Standards and Training Corrections (STC) and Inland Counties Emergency Medical Agency (ICEMA) training course.
- The provider shall agree to provide supplemental training to assist public safety personnel and their families upon request relating to areas associated with critical incidents and the profession. (i.e. Line of duty deaths, suicide prevention, work/life balance, healthy relationships, etc)
- The provider will agree to participate in quality assurance evaluations provided by the police department to continually ensure high-quality training.
- The provider should consult with the Departments to publicize the personnel support services to employees. May include but not be limited to supplying the departments with brochures and literature regarding the program as part of the cost of administering the program.

SCOPE OF SERVICES

- Contractor shall provide short-term counseling services to the specific employees and their family members.
- Counseling, training, and critical incident response services shall be provided by certified Mental Health Practitioners who possess the required education, California-certified licenses, and credentials to offer such services. Furthermore, Mental Health Practitioners

shall have demonstrated competence and experience working with other public safety organizations and public safety crisis intervention deployments.

- Should the Mental Health Practitioner determine that an eligible employee or eligible family member be deemed to require long-term treatment, the Mental Health Practitioner shall provide referrals to a long-term care solution that the participating employee or family member may pursue.
- Provide counseling services and scheduling options in a manner flexible and convenient to accommodate Menifee Police Department personnel who work traditional and non-traditional work hours. Provide counseling and support on-call services on 24 hours, seven (7) days a week basis.
- Provide supplemental trainings that assist front-line public safety personnel and their families in the areas of critical incidents (i.e., natural disasters, school shootings, line of duty deaths, suicide prevention, work/life balance, healthy relationships, etc.).
- Provide counseling and support services in the event of critical incidents and other high-stress events that emerge without any pre-planning or advanced notice. The assigned Mental Health Practitioner(s) must respond to a designated location within three (3) hours of receiving a request from the department. In-person counseling services shall be provided to eligible employees impacted by the incident and requesting services.
- Demonstrate the ability to maintain the strictest levels of confidentiality for all participating employees and eligible family members. Records must be kept in accordance with California State laws, Federal regulations, and any other code of ethics or guidelines pertaining to the Mental Health Profession.
- Contractor must be an International Critical Incident Stress Foundation (ICISF) Certified Trainer for Peer Support, Crisis Intervention, and any other courses pertaining to managing critical incidents. The contractor must be able to provide hostage/crisis negotiation support and hold certificates from Hostage/Crisis Negotiation Training. Peer Support Training must be California STC and POST certified.
- Demonstrate the ability to provide clear and concise employee communications and/or templates (i.e., print, electronic) that can be used to promote the availability of the services provided in the contract.

HOURLY RATE SCHEDULE

Please state the firm fixed hourly rates and list the position title for each project team member (e.g., Project Manager - \$140. Project Consultant - \$125, Research/Support Staff - \$85).

TITLE	HOURLY RATE (\$)
Short-Term Counseling for First Responders and qualified dependents	\$175.00 per hour
24/7/365 CISD Services	\$350.00 hr (Port to Port)
Culturally Competent Training	\$350.00 per hour (port to port)
POST Training	Post Agreed Upon Rates
Basic Peer Support	\$299.00 per student
Advanced Peer Support	\$199.00 per student
Basic Critical Incident Stress Management (CISM- POST/ICIF Certified)	\$199.00 per student
Peer Support Quarterly Meeting	\$175.00 per hour
Peer Support Candidate Interviews	\$200.00 per hour
Hostage Negotiation Assistance	\$350.00 per hour (port to port)
Applicant Psychological Testing	\$399.00 per applicant
Annual Confidential Counseling (Wellness Visits)	\$175.00 per hour

Scope of Services to be Delivered:

Provisions of Behavioral Health and Wellness Program:

The Behavioral Health and Wellness program includes spouses, registered domestic partners and eligible dependents (up to 26 years of age), to be able to receive services from TCTI Culturally Competent Clinicians and includes the following:

Short Term Counseling

TCTI will provide short-term face-to-face counseling to employees, spouses, registered domestic partners, including their tax-eligible dependents who are experiencing problems, which affect job performance and overall well-being. TCTI's Client Care Coordinators work closely with the network Mental Health Professionals (Clinicians), and are knowledgeable of their background, training and areas of expertise so the client is best paired with the right clinician. TCTI's Client Care Coordinators will ask the client to give a brief description of their issue, and any preferences they may have regarding the type of Clinician with whom they are assigned. They will be scheduled for an appointment with a Clinician that works best with their issue, preferences, location and schedule.

Retirement and Line of Duty Death

TCTI will provide counseling to employees, spouses, registered domestic partners, including their tax-eligible dependents for up to one year after retirement. Additionally TCTI will provide counseling services for the life of the contract to any direct family members who experienced a line of duty death.

Timeline of Short-Term Counseling

TCTI's services will be delivered in a timely manner, as requested. We strive to have clients seen no later than five (5) days from the request. TCTI's emergency services are available 24/7/365 "Stand by Status". TCTI handles emergencies on an immediate basis.

Telehealth

TCTI will provide Telehealth services when requested, or when in-person services are not readily available. Telehealth is a service in which mental health professionals can provide counseling services to their clients from a distance using videoconferencing. It is confidential and protected by HIPAA in the same way that face-to-face sessions are, while using our online telehealth portal.

TCTI will provide short-term face-to-face counseling to employees, spouses, registered domestic partners and their eligible dependents who are experiencing problems, which affect job performance and overall well-being. These problems include, but are not limited to the following:

- mental, family and relationship conflicts,
- alcohol and/or substance abuse,
- codependency, stress,
- behavioral, or emotional problems,
- child and elder care,
- addictive behaviors,
- anger issues, anxiety/panic attacks,
- bereavement,
- career concerns,
- co-workers,
- critical incidents,
- depression,
- disability,

- disciplinary issues,
- domestic violence,
- medical problems,
- parents,
- suicidal ideations,
- supervisor or subordinate.

TCTI will provide up to ten (10) counseling sessions, per year, per issue, if necessary to resolve immediate issues. TCTI will provide our counseling services to a spouse, registered domestic partner and unmarried children up to age 26 eligible for services. TCTI understands the current demographics for Menifee Police employees. Additionally, we also understand the nature of their jobs and shift work. It is common for public safety agencies to have to hold employees past their shift or mandate overtime. We will not hold missed appointments against the client monetarily or at a loss of counseling for work related matters.

Approach: TCTI is available to handle the day-to-day counseling requests from the City of Menifee Police Department employees and their covered family members by calling us at 800-222-9691. We offer a team of Care Coordinators, who intercept calls Monday through Friday between the hours of 7:30am to 5:30pm. The caller will be asked a brief series of questions and will be scheduled with an appropriate clinician based on their needs. We have a team of culturally competent clinicians that specialize in the issues that first responders and their families face. We can offer in-person and or telehealth counseling services and have offices located throughout California. If a client is in crisis after hours, they can call our 800 number which will connect them to our answering service who will then connect them to our on-call clinician.

Annual Wellness Visits

Wellness Visits are a unique service that are becoming more popular with law enforcement agencies. A Wellness Visit is defined as a confidential, periodic (often annual), scheduled visit with a qualified mental health professional for the purpose of providing support and improving the officer’s overall well-being. This is considered a preventative (as opposed to reactive) wellness service.

Important characteristics of a Wellness Visit include:

- The service is confidential. No report is produced and no information about the visit or the officer is reported back to the agency after the visit.
- This is an officer focused service with the following main goals:
 - Increase knowledge about mental health issues/concerns
 - Provide a confidential setting in which to discuss concerns
 - Reduce stigma about mental health concerns
 - Increase exposure to and comfort with mental health professionals

Wellness Visits are unique in that they straddle the line between consultation/education and clinical services. A program of Wellness Visits can be set up as either an educational service or a clinical service, but this must be clear up front as it impacts the type of documentation required and the focus of the session.

If set up as a consultation, the visit will parallel that of a supportive debriefing session and the only documentation will be name and date of attendance and a signed consent form. There is no need for an individual record to be created for each client.

If set up as a clinical service, all required documentation associated with clinical services will be necessary and the focus of the visit may become a bit more centered on screening for clinical concerns. Unless the department requires otherwise, it is recommended that the WV be conducted as a consultation service to minimize records and maximize confidentiality for the officer, both at the time of service and in the future.

Approach: TCTI will work with your departments to plan the roll-out for Individual Mental Performance Training. This plan can either be for individuals calling the office to schedule a One (1) hour appointment with the clinician or the department can request a clinician at a specific time to be present at the department and available to those that want to talk. Most departments prefer the clinician to be scheduled on a regular basis and be present at their location to familiarize the staff and develop relationships, which encourages the employees to call and utilize the services. To schedule these services, the department will call 800-222-9691 Monday through Friday and follow the prompts to contact our scheduling team.

Embedded Clinician Ride -A- Longs and Location Visits

At the request of the Agency, TCTI will provide culturally competent Clinicians for agency ride a longs and worksite visits for employees. The goal of agency ride a longs and worksite visits from a culturally competent Clinician is to build positive, professional and strong relationships between first responders and the Clinician and to normalize conversing with a Clinician. This also allows the clinician to learn about the agency and get to know and understand the agency culture.

Approach: TCTI will work with your departments to plan the roll-out for Embedded Clinician Ride-a-longs and location visits. The department can request a clinician at a specific time to be present at the department and available to participate in a ride-a-long with officers or firefighters. Most departments prefer the clinician to be scheduled on a regular basis and be present at their location to familiarize the staff and develop relationships, which encourages the employees to call and utilize the services. To schedule these services, the department will call 800-222-9691 Monday through Friday and follow the prompts to contact our scheduling team.

Supervisor Referrals & Management Consultation

In the event that the manager requires the employee to seek counseling via the supervisor referral process TCTI provides an unlimited number of consultations to supervisors and managers who wish to discuss counseling and other services in addressing job performance issues. The process includes a system for screening and assessing the nature and severity of employee issues. It provides for any number of assessment sessions necessary for a referral to therapy for employees formally referred by a supervisor for a work performance issue. Assessment sessions are not counted against the employee's available number of counseling sessions.

TCTI will meet with every Agencies designated team once a year to review best practices and ensure the contract is being utilized and fulfilled correctly to provide a proactive approach to behavioral health and wellness services. TCTI believes in a well thought out approach to ensure that no stakeholder group gets left behind and that every employee has the opportunity to take advantage of services on a proactive basis to stay healthy.

Approach: TCTI provides Supervisor Referrals for police and fire staff members. Police and fire command staff can schedule an appointment for an employee in the event a problem arises with an employee while on duty. If the department is unclear as to whether the employee is seeking counseling and their work performance is being impacted due to an event that may be occurring in their life, the upper command staff and/or Human Resources Director will have the ability to call and schedule an appointment for the employee in need. TCTI has a crisis appointment available every day in each county that we serve. The command staff would contact our office during business hours and request this service to be scheduled. Our team of schedulers will assist the caller in getting the employee scheduled by asking a series of questions to get the client scheduled. If the crisis hour has been filled, TCTI will call our on-call clinician into the office located in San Bernardino based on the seriousness of the call if needed.

Critical Incidents

Critical Incident Stress Management – 24/7/365 Stand by Status (SBS) Intervention Services

TCTI shall provide Critical Incident Stress Management services on a 24/7/365 basis. TCTI has clinicians designated as on-call to respond to crisis situations and are able to respond to designated locations within one to two hours of receiving the call.

TCTI understands the work of public safety professionals exposes them to significant incidents that can have a lasting effect on their mental health and well-being. TCTI recognizes the importance of routine and post-incident debriefings to assist employees in processing events in a healthy and productive manner. This will help minimize the risk of post-incident stress that can lead to physical and psychological disorders. TCTI shall:

- Conduct routine group debriefings, face-to-face, with units that are regularly exposed to high levels of stress.
- Hold a post-critical incident meeting (diffusing) ahead of a formal debriefing to discuss normal reactions to stress and healthy methods to help process stress. When necessary, such meetings shall be conducted prior to the affected employee's end of watch.
- Facilitate post-incident group debriefings with affected employees following a critical incident, face-to-face). Such debriefings should ideally be held within 48-96 hours of the incident but, given the need to coordinate varying work schedules, shall be conducted as close in time to the incident as practical.

Descriptions of Critical Incident Stress Management (CISM) services provided by TCTI:

One-on-One: One-on-one assessments allow for the employee to feel comfortable discussing what they have just experienced or witnessed while in a confidential setting. In the event one-on-one assessments are not necessary, other methods to assist 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 one hour. It 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. Defusings help to accelerate the recovery process and identify the need for debriefings and other services. The three phases of defusings are: 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 (C). 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 Post Traumatic Stress Disorder (PTSD), or any other mental or physical disease or disorder.

It is also used to identify those who might need additional support and in some cases referral for professional psychotherapy. Critical Incident Stress Debriefings are best applied between 48 and 96 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 clinicians 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 is 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 crisis response services can be reached by calling 1-800-222-9691. During business hours, calls will be answered by a member of our care coordination team who has been trained in crisis intervention. The team member will assure that a qualified clinician will respond to the department, as requested. All after-hour calls will be automatically transferred to TCTI's answering service. The caller will be assured that the on-call clinician will return the call within 15 minutes and will render the services that are requested by the department.

TCTI conducts a follow up with the first responder(s) involved in the critical incident five (5) days and/or prior to returning to work. Face-to-face contact with the first responder(s) four (4) weeks, six (6) months and one (1) year following the event is encouraged. However, with permission from the first responder, a phone call at four (4) weeks, six (6) months and one (1) year following the event will be conducted should

the first responder refuse face-to-face follow-ups. These are conducted to assess the first responder's progress following the event. Family members will be included in the initial follow up session should Clinician, first responder, and their family members agree that this would be effective in helping them understand the issues that may arise as a result of such an incident. Follow ups and treatment will be appropriately recommended following all other critical incident events.

Approach: TCTI is available to respond to critical incident intervention/hostage negotiation assistance and debriefing services 24/7/365 days per year. We offer a team of schedulers who intercept calls Monday through Friday between the hours of 7:30am to 5:30pm. If the police or fire department are in need, they can contact us at 800-222-9691 or 909-884-0133 and follow the prompts to be connected to our crisis team. The team will ask brief questions regarding the nature of the call, the location, how many were involved and will immediately dispatch one of our culturally competent clinicians to the requested location. For after-hours calls, the agency would dial the same number. The call will be intercepted by our after hours answering service.

The department would state that they have a need for a clinician to respond to their agency for a Crisis Call. The operator will take down the caller's information and reach out to the clinician on-call to notify them of the request. The clinician will then contact the agency and speak to the caller to ask all the required questions to dispatch to the call. Our response time is usually within two hours of the request. TCTI will schedule any follow-up appointments that are necessary following a CISD. The clinician will direct those involved to contact our office to schedule a follow-up within a set number of days depending on the incident and/or the department's policies. The personnel involved will be given a card which contains our 800 number and the name of the clinician that responded to the incident so that they have the information to schedule their follow-up appointment.

Post-trauma Interview Phases (Mitchell Model)

Introduction Phase

Introduces confidentiality, peer support personnel, chaplain and the facilitator(s)

Fact Phase

Where the facilitator elicits from the members what activities they performed during the critical incident and what they heard, saw, smelled and did at the scene.

Thought Phase

Where the facilitator encourages members to share with others what they were thinking at the scene and whether they have ever had these thoughts before.

Reaction Phase

Where the facilitator encourages members to share with others the feelings they had at the scene and are having now, and whether they have ever had these feelings before.

Symptom Phase

Where the facilitator focuses on the psychological and physical effects that the members experienced since the incident.

Unfinished Business Phase

Where the members discuss those past emotional experiences which have not been resolved.

Teaching Phase

Where members are reminded that symptoms they have experienced are normal responses to extraordinary circumstances and the rationale for their stress response is explained.

Wrap-up Phase

To conclude the debriefing, answer questions, and allow the members to develop a plan of action.

Round Robin Phase

Where members of the group make any last comments to each other and no one responds.

Hostage/Barricade/Tactical Negotiation Incident Support

TCTI has a team of Hostage Negotiators on staff to consult with regarding negotiations. Psychological profiles of the suspect, the effect of medications on suspect behavior, negotiation techniques, and the probable impact of certain techniques on the suspect can be discussed. TCTI's Clinicians are available to provide consultations over the phone or to respond to the field.

TCTI is available for immediate response on a 24-hour, 7 day per week, 365 days. TCTI Clinicians have training from the California Association of Hostage Negotiators, San Jose State University and the Federal Bureau of Investigation in Hostage Negotiations.

Approach: TCTI is available to respond to hostage/tactical negotiation assistance and debriefing services 24/7/365 days per year. We offer a team of schedulers who intercept calls Monday through Friday between the hours of 7:30am to 5:30pm. If the police or fire department are in need, they can contact us at 800-222-9691 or 909-884-0133 and follow the prompts to be connected to our crisis team. The team will ask brief questions regarding the nature of the call, the location, how many were involved and will immediately dispatch one of our culturally competent clinicians to the requested location. For after-hours calls, the agency would dial the same number. The call will be intercepted by our after hours answering service.

The department would state that they have a need for a clinician to respond to their agency for a Crisis Call. The operator will take down the caller's information and reach out to the clinician on-call to notify them of the request. The clinician will then contact the agency and speak to the caller to ask all the required questions to dispatch to the call. Our response time is usually within two hours of the request.

Pre-Employment Psychological Testing

TCTI will perform a complete pre-employment psychological evaluation for department applicants. TCTI's psychological evaluations comply with the California Peace Officer's Standards and Training (POST) Psychological Screening Manual, as well as any additional psychological suitability criteria specified by the department.

TCTI will provide a complete pre-employment psychological evaluation which includes, but is not limited to a clinical interview, administration of necessary tests, scoring of tests and preparing verbal and written recommendation for employment.

TCTI will provide the department with available appointment times for psychological evaluations, to include both the written exam and clinical oral interview.

Scheduling

TCTI administers the written exams in multiple locations and domains:

- San Bernardino Office Monday-Friday
- San Diego Office Tuesday and Saturday
- Irvine Office Scheduled at Request
- POST approved virtual testing- upon department request and availability

To schedule an appointment for your candidate, please reach out to the Testing Department at Testing@thecounselingteam.com or call TCTI's Psychological Testing Coordinator at (800) 222-9691 x224. Please specify which location you are requesting your candidate to be scheduled for their written exam.

The candidate will be given four to six hours for the written exam. At the completion of the written exam the Psychological Testing Coordinator will schedule the clinical oral interview with the candidate not to exceed 5-working days following their written testing exam. The clinical oral interview will last approximately 30 - 45 minutes with a POST certified Clinical Psychologist. It is recommended the candidate come dressed in business attire for this oral interview.

In some cases, the Department may request that a same day oral interview appointment be provided. In the case of same day oral interviews, the Department will need to inform TCTI at the time the written exam appointment is being scheduled. Same day appointments are limited due to the time constraints of candidates needing to complete the written portion prior to the oral interview later that day.

TCTI will provide the Department with the POST Psychological Suitability Declaration within 24-48 hours following the completion of the candidate's oral interview. For non-POST positions, the Department will be provided with the Non-POST Psychological Suitability Declaration within 24-48 hours following the completion of the candidate's oral interview. In the case medical records or additional information are pending, results may be delayed until proper information is obtained. If needed, verbal recommendation of the candidate's psychological suitability can be relayed as soon as possible.

Written Exam (Battery of Tests)

The following tests and forms are used in TCTI's screening process:

- The Post Offer Psychological Evaluation Disclosure and Informed Consent Statement
- Minnesota Multiphasic Personality Inventory-revised (MMPI-2 RF PCIR)
- 16 Personality Factors (16PF)
- COPS-R (Sworn Applicants Only)
- Applicant Information and Vocational History Form
- Sentence Completion Test (SCT)
- Structured Interview
- Oral interview
- TCTI's Clinical Psychologists conducting the oral interviews are culturally competent Clinicians who are also in compliance with the California Government Code 1031 (f)(2)(B), which obligates TCTI's Clinical Psychologists meet applicable education and training procedures set forth by the California Peace Officer Standards and Training (POST). TCTI's Clinical Psychologists complete the required 12 CEU's for POST every 2-year cycle.

TCTI conducts the clinical oral interview in several locations and domains:

In-person clinical oral interviews in the San Bernardino, Irvine and Murrieta office POST compliant virtual interviews via the HIPPA platform Doxy. We are also able to conduct psychological interviews at any location with enough notice. The applicant and/or Department may choose from an available and convenient location for the clinical oral interview.

Written Report

After integrating the test data, clinical interview data and documents provided by the Department i.e., background packet, background investigators narrative and polygraph, the Clinical Psychologist will render results regarding the candidate's psychological suitability for the position and duties as defined by the hiring agency. TCTI will provide the POST approved Psychological Suitability Declaration, or the non-Post Psychological Suitability Declaration for non-POST positions, within 24-48 hours following the completion of the candidate's oral interview. In the case medical records or additional information are pending, results may be delayed until proper information is obtained.

If requested by the Department, TCTI will provide the Department with a full narrative report of the candidate's psychological suitability for the classification of the position they are applying within 5-7 working days of the candidate's clinical oral interview. The summary will clearly state 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.

Oral interview

TCTI's Clinical Psychologists conducting the oral interviews are compliant 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's Clinical Psychologists complete the required 12 CEUs for POST every 2-year cycle. Psychological screenings are conducted by one of TCTI's Clinical Psychologists who are well versed, through training and experience, in the construct and interpretation of psychological testing instruments.

TCTI will provide the department with a written report of the candidate's psychological suitability for the classification of their position within five (5) working days of the candidate's clinical interview.

Written Report

After integrating the test data, clinical interview data and documents provided by the department i.e., background packet, background investigators narrative and polygraph, the Clinical Psychologist 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 screening process can aid in detecting stress prone individuals and can be beneficial in addressing those individuals that may be lacking in the coping skills when dealing with undo stressors. This oral interview with the written test results are summarized in a brief report, which supports a final score, Psychologically Suitable – Score 3.0 or Psychologically Unsuitable – Score 2.0.

Approach: TCTI's Testing Department consists of four (4) Clinical Psychologists and two administrative staff members. To schedule an appointment, the Department will call TCTI's Psychological Testing Coordinator at (800) 222-9691 x224. The Psychological Testing Coordinator will schedule the written testing date for the candidate. The testing begins at 8:00am Monday through Friday. The candidate will be given a four to six hour written test.

During the written test, the Psychological Testing Coordinator will schedule the oral interview with the candidate not to exceed 5-working days following their written testing exam. The oral interview will last approximately 45 minutes with a Clinical Psychologist. It is recommended the candidate come dressed in business attire for this oral interview. In some cases, the Department may request that a same day oral interview appointment be provided. In the case of same day oral interviews, the Department will need to inform TCTI at the time the written exam appointment is being scheduled. Our facility in San Bernardino can accommodate up to 20 candidates at a time. For those groups larger than 20, arrangements can be made for the testing coordinator to conduct the written examination at a facility of your choice or via zoom. We also have a second testing site located in San Diego and will have an Orange County location coming sometime in 2024. Oral interviews can also be done in our San Bernardino, San Diego, Irvine or Murrieta office locations. TCTI will provide the Department with a verbal recommendation of the candidate's psychological suitability for the classifications of the job they are applying for within the Department within two (2) days of said candidate's clinical interview.

Training

TCTI is able to provide a wide variety of training classes. This educational approach can serve as a proactive measure, as well as a follow-up tool. Classes can be tailored to fit your specific needs and can range from 2 to 8 hours. These courses are built with the first responder and public safety official in mind and are also customizable to the support staff of those in public safety. We will work with your agencies to schedule training as needed. Most of our courses are available both in-person and virtually. We highly recommend training that is over 4 hours to be conducted in- person and not in an online setting for best results. For open trainings hosted by The City of Menifee, TCTI will offer two free spots for hosting the course.

Featured Classes

- Advanced Crisis Management
- Advanced Peer Support Training
- Basic Peer Support
- Families on the Frontlines
- First to Respond, Last to Seek Help
- Group Crisis Intervention (CISM)
- Legitimate Leadership
- Mental Health Mayday
- Retire Well
- S.O.S. Significant Other Survival
- Suicide Intervention and Prevention
- Wellness Coordinator Training

Additional Classes:

- Blueline Families
- Cultivating Resilient Responders
- Dealing with Difficult Peoples in the Workplace and Beyond
- Diversity in the Workplace
- Effectively Coping with Change
- Effects of Burnout and Compassion Fatigue
- Emotional Intelligence
- Evolution of Care
- Finding Life Balance
- Moving Beyond Betrayal
- Substance Abuse and Coping Strategies for First Responders
- Surviving Holiday Stress
- Time and Task Management
- Wellness in the Workplace and at Leisure

Peer Support Training

TCTI provides different levels of peer support training to the employees of the agencies and organizations we serve. Our team of culturally competent Clinicians and course instructors have developed our training curriculum that is evidence-based using our years of experience working with first responders, clinical research and wellness best practices to support mental health, wellbeing and resilience. Peer Support Team may schedule quarterly training sessions with TCTI and may consult on a topic of choice or recommendation.

Additionally, TCTI offers courses certified by the International Critical Incident Stress Foundation (ICISF). These courses offer Peer Supporters certification in the fundamentals of Critical Incident Stress Management (CISM), group crisis interventions, demobilizations, defusings, and Critical Incident Stress Debriefings (CISD).

Basic Peer Support Training *Certifications: POST Plan IV (7180-10560), ICEMA (62-2032), EMSA, BRN, CEUs*

This three-day course brings participants together that have been selected as peer supporters by their department on a volunteer basis from all ranks and positions within the workplace. Throughout this class, participants will acquire supportive skills which are designed to help them assist their co-workers who are experiencing a variety of life crisis situations, who feel comfortable talking to someone that has “been there” and understands what it’s like to work “their jobs.”

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

Class Topics

- Developing a Peer Support Program
- Self-Disclosure
- Active Listening/Paraphrasing
- Crisis Intervention Techniques
- Dealing with Depression and Suicide Situations
- Grief and Mourning
- Line-of-Duty-Deaths
- Critical Incident Stress Management
- Eye Movement Desensitization and Reprocessing (EMDR)
- Diversity in Public Safety (LGBTQIA)
- Substance Abuse

Advanced Peer Support Training *Certifications: POST Plan IV (7180-10560), ICEMA (62-2032), EMSA, BRN, CEU*

Advanced Peer Support training is designed to enhance skills learned in the Basic Peer Support course, strengthen current skills of Peer Supporters, introduce new topics and learn ways to help keep the Peer Support team healthy and strong. An overview of the signs, symptoms and treatment recommendations for Posttraumatic Stress Disorder (PTSD) will be covered, and a treatment option known as Eye Movement Desensitization and Reprocessing (EMDR) will be identified and explored. Participants will also learn about Suicide Prevention and Intervention and will obtain a 4-hour Gatekeeping QPR certificate, as well as ways to be prepared on handling difficult debriefing situations.

Class Topics

- Understanding PTSD
- Learn the differences between Posttraumatic Stress and PTSD
- Review Eye Movement Desensitization and Reprocessing (EMDR)
- Develop skills for dealing with suicidal peers
- Develop skills for handling difficult debriefings
- Reinforce basic Peer Support skills
- Discover ways to keep your Peer Support team healthy

Group Crisis Intervention (CISM) Training *Certifications: POST Plan IV (7180-10560), ICEMA (62-2032), EMSA, BRN, CEU, ICISF*

The course is designed to present the core elements of a comprehensive, systematic and multi-component crisis intervention curriculum. The 2-day course prepares participants to understand a wide range of crisis intervention services including pre and post incident crisis education, significant other support services, on-scene support services, crisis intervention for individuals, demobilizations after large-scale traumatic incidents, small group defusing's and group interventions known as Critical Incident Stress Debriefing (CISD). The Basic CISM course specifically prepares participants to provide several of these interventions, specifically demobilizations, defusing's and CISD. The need for appropriate follow-up services and referrals when necessary is also described. Considerable evidence gathered to date strongly supports the multi-component crisis intervention strategy, which is discussed in this course.

Basic CISM training is open to any person who wishes to know more about crisis intervention techniques such as CISD. Emergency services and disaster workers, security, safety, military, industrial and school system personnel, EAPs, human resources personnel, psychologists, social workers, counselors and others

can all benefit from the Basic CISM training. The course is certified through the International Critical Incident Stress Foundation (ICISF) and comes with an ICISF workbook and certificate of completion.

Class Topics

- Types of Critical Incidents
- Critical Incident Stress
- Stress Preventatives
- Demobilizations
- Defusing's
- 7 Phases of Debriefings

Suicide Prevention and Intervention *Certifications: POST Plan IV (7180-10560), ICEMA (62-2032), EMSA, BRN, CEU*

In addition for understanding the myths and reasons behind suicide, this class will also teach participants how to assess the lethality of the suicidal person. This class will provide methods, tips and questions to assess and assist the suicidal person in order to help them de-escalate.

Class Topics:

- Learn statistics about the prevalence of first responder loss to suicide
- Recognize risk factors and lethality assessment techniques
- Practice indirect and direct questioning approaches
- Learn how to support those who are dealing with depression, grief and loss

Approach: TCTI will be available to provide training to members of the police and fire departments upon request by the department. Training can be related to dealing with resolving or improving employee/work related issues, concerns, or conflicts as well as how to best refer employees to services. TCTI will also attend and/or present at the City's annual Wellness Fair and provide information to the police and fire employees on how to utilize the services and how the program works. TCTI offers a plethora of first responder specific training that can help to reduce issues related to the first responder profession. These classes can be customized to meet the needs of the agency and can vary in length. We also have POST certified instructors and can offer credit on courses such as Basic Peer Support, Advanced Peer Support Basic Critical Incident Stress Management and Advanced Critical Incident Stress Management. Presenters shall be experienced and knowledgeable in each subject area.

Building a Peer Support Team

TCTI provides guidance, consultation and tools to departments who are starting up a peer support team. From the start of the process, TCTI provides a process and critical steps to building a public agency peer support program, starting with a Chief's memo, department survey, peer support nomination process, nomination letters and assistance in conducting peer support nominee interviews with a licensed, culturally competent Clinicians. The interviewing Clinician will provide pertinent questions to ask during the interview process and assist the interview panel by making recommendations of those who appear to be qualified candidates for the position.

Peer Support Consultation Services

TCTI works with agencies to implement and develop their peer support programs through consultative services. We are available to consult with agencies and examine the status of their peer support team. We do this by request and can assist with the following:

- Assistance and guidance with launching a new peer support program
- Peer Support Team meetings
- Department/Agency peer support and Evolution of Care survey assessment
- Conducting SWOT analysis with the Peer Support Team
- Providing training based on the need and status of the team
- Reviewing peer support policies and making recommendations
- Conducting peer support team member interviews and making recommendations
- Assisting agencies with mutual aid peer support during critical incidents
- Maintaining peer support teams and evaluating impact
- Developing a peer support referral network

TCTI also provides 24/7/365 availability to speak to a Clinician to assist and receive consultation and guidance from a licensed Clinician. Additionally, we have a dedicated 24/7/365 Peer Support Crisis Hotline, where peer supporters can contact a culturally competent, licensed mental health professional for advice and guidance when assisting peers faced with situations beyond the scope of their capabilities and training.

Approach: TCTI will be available to provide peer support consultation to members of the peer supporters and leadership upon request by the department. Consultation can be related to a specific situation or may be related to peer support team business. Simply contact us at 800-222-9691 or 909-884-0133 and ask to speak with a clinician regarding peer support consultation.

Promoting your Peer Support Program

TCTI understands how important it is to market your peer support program in a positive light. Over the years, we have developed a library of mental health pamphlets related directly to first responders and other resources that are available to provide to agency members. These documents are available on our website or as a handout. We provide our agencies posters, trifolds, in-person and/or online orientations, briefings, regional peer support update meetings on relevant peer support topics, flyers for special events and/or months that highlight various mental health topics, mental health topical videos and we are also available to attend wellness fairs. All resources are available to our contracted agencies upon request.

Additionally, we can create customized online access for your organization. These pages include personalized marketing materials with their association logos and organizational information.

Approach: TCTI offers several marketing pieces to support your Peer Support Program. Please call our office at 800-222-9691 or 909-884-0133, Monday through Friday between the hours of 7:30am to 5:30pm to request materials, or you may download materials from our website at: www.thecounselingteam.com and select the “Resources” tab.

Retreats

Peer Support Team Retreat

Your career and role as a peer supporter focuses on helping others through traumatic events. With the chronic cumulative stress in your role, you can take time to balance and decompress. This is a 3 day / 2 night retreat held at our Eagle Creek Retreat Center in Idyllwild, California. Along with your peer support team, you will develop stress reduction skills, improve mental performance through mitigation techniques, and create a healthy plan for yourself, family, and team.

- Resilience workshop
- Teamwork: mission, values, goals
- Incident debriefs
- Stress reduction and healing practices
- Burnout and compassion fatigue
- Post traumatic growth practices
- One-on-one counseling

Trauma and Resilience Retreat

Designed by experts in treating traumatic stress injuries, this retreat provides insight, healing, education, and support. We will work together to address personal difficulties and occupational trauma. This is a 4 day/3 night retreat and is held at our Eagle Creek Retreat Center in Idyllwild, California. Come explore the sacrifices and rewards of your experience as a first responder. Leave renewed with improved resilience and a solid plan on how to use healthy practices.

- Post-traumatic stress injuries & mental health
- Tools to process trauma exposure & occupational stress
- Improve overall mental performance and wellbeing
- Focus on unresolved grief, anger, and frustrations
- Create a value-based plan for self-improvement
- Resilience workshop
- Burnout and compassion fatigue
- One-to-one counseling
- Stress reduction and healing practices

First Responder Spouse Retreat (SAGE)

This retreat specializes in first responder family healing with a holistic, wellness-oriented approach. Spouses / significant others can begin a new path of self-care, and develop realistic goals to improve lives, families, and relationships. This 4 day / 3 night retreat is specially designed for public safety spouses / significant others and is held at our Eagle Creek Retreat Center in Idyllwild, California. In this tranquil setting, we specialize in family wellness through evidence-based modalities to improve resiliency for a more fulfilled life.

- Redefine your strength and self-esteem
- Learn how to be supportive without sacrificing your happiness
- Focus on caring for yourself while caring for your family
- Learn about family roles and setting healthy boundaries

- Develop post traumatic growth practices

Wellness for Public Safety Retreat

Experiencing stress and witnessing traumatic events can have a lasting impact with symptoms that linger for months or even years if not properly addressed. Whether you are a first responder, professional staff, or hold a leadership role, you may find that you tend to push down feelings and carry on as usual, even though you may be struggling to process high levels of stress, fear, guilt, and grief. This 3 day / 2 night retreat is held at our Eagle Creek Retreat Center in Idyllwild, California. The retreat is specially designed to identify healthy skills for stress reduction and mental health mitigation techniques to improve overall wellness.

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| ● Post-traumatic stress injuries & mental health | ● Create a value-based plan for self-improvement |
| ● Tools to process trauma exposure & occupational stress | ● Responder resilience workshop |
| ● Learn techniques to improve overall mental performance and wellbeing | ● Burnout and compassion fatigue |
| ● Focus on unresolved grief, anger, and frustrations | ● Post traumatic growth practices |
| | ● One-to-one counseling |
| | ● Stress reduction and healing practices |
| | ● Accelerated Resolution Therapy/EMDR |

Command Staff Resiliency Retreat

Throughout your career, you have experienced stress and witnessed traumatic events, which can lead to having a lasting impact on your health and well being. You may find that you tend to push down feelings and carry on as usual, even though you may be struggling to process high levels of stress, fear, guilt, and grief. This retreat brings together professionals in various leadership roles. Together, you can take the time to focus on personal and organizational resilience, while balancing assertiveness that fosters trust at all levels of your organization. This 3 day / 2 night retreat is held at our Eagle Creek Retreat Center in Idyllwild, California. Along with other leaders, you will strengthen skills so others will continue to see you as a respected, competent, and compassionate leader. You will also learn how to improve work-life balance, while creating a healthier workplace.

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| ● Resilience Workshop | ● Post Traumatic Growth Practices |
| ● Burnout and Compassion Fatigue | ● Responder Home and Family Life |
| ● Retire Well Strategies | ● Group and Individual Mental Performance Training |
| ● Connection and Understanding | |

Orientations and Briefings

TCTI will provide orientations to employees and management on an as needed basis. These orientation sessions will provide education on the Behavioral Health and Wellness program and how it can be best used by department members.

TCTI will provide handouts such as pamphlets, flyers, posters, wallet cards and conduct education seminars and briefings concerning services provided by our program. This is a great way to provide awareness among the employees and their eligible dependents.

TCTI will provide training to supervisors regarding our counseling program availability and procedures. Supervisors will receive training sessions on how the program works, and how he or she can relate to the

program and support it. It is important to build the relationship between supervisors so they can work together as part of a cooperative team. Training them together supports this teamwork.

Approach: TCTI will send one of their executive staff members to the departments for an initial orientation with command staff, upper administration and/or peer support. At that time, TCTI's representative will verbally provide all the information on how the program works and answer any questions that may arise. Educational material and information will be passed out to the department so that the program can be properly advertised. TCTI can also provide a video link of the recorded orientation for other staff members to view at a later date and if requested by the department, TCTI will provide more orientations based on the needs of the Department. All material is also located on our website at www.thecounselingteam.com in our wellness library under our Resources tab.

TCTI Wellness Library

TCTI designed a website with the user in mind, we currently offer over 75 Articles, handouts and surveys or Tests to utilize on various topics as well as links to helpful Organizations and Associations.

Our Wellness Library covers a variety of topics and resources. This online resource is meant to be educational and informational - never to replace recommendations from a physician or licensed mental health professional.

Approach: Our TCTI Wellness Library is available by accessing the TCTI website at: www.thecounselingteam.com and clicking on the "Resources" tab and then selecting "Wellness Library."

TCTI Quality Control

TCTI has a quality control procedure established and will continue to maintain it throughout the length of the contract. TCTI distributes a survey that evaluates customer satisfaction and monitored by the Director. All TCTI policies and procedures are maintained and monitored by the Director on an ongoing basis. A policy manual is in place for all staff to follow the procedures of TCTI. Staff meetings are conducted regularly with the professional staff and the support staff.

The Clinician's for TCTI have regular clinical peer review meetings to conduct group consultations regarding clients and their needs. There is always a supervising Clinician available for one-on-one consultation with each other regarding a client or a contract that may have special needs. Management consultations are done on an ongoing basis by the Director through meetings and/or phone consultations to receive feedback regarding TCTI's services. TCTI will provide documentation regarding utilization of services on a quarterly basis.

TCTI Security and Confidentiality

TCTI shall maintain the confidentiality of all employees, spouses, registered domestic partners and their tax-eligible dependents living in the home referred for counseling. The cornerstone of every successful Behavioral Health and Wellness Program is the pledge of confidentiality; without it, there is no credibility. Employees will not reveal their personal problems if there are not clear legal guidelines about confidentiality. Confidentiality means that all personal information will be respected and safeguarded. It may be used only in a responsible manner for the purpose of helping in rehabilitating the person. Our records are kept secure in accordance with our professional code of ethics, Federal Regulations and state

laws. We also have an alarm system installed, which protects our records. TCTI will not reveal the names or identities of employees or dependents who come to the program voluntarily.

TCTI's Clinicians will be available to provide counseling services in a convenient and timely manner. To make an appointment, an employee, spouse, registered domestic partner or tax-eligible dependent may appear in person or call the office between the hours of 7:30 A.M to 5:30 P.M. Monday through Friday. The employee or the family member will then come to the office at the prescribed time, where a counseling session will take place.

If an emergency takes place after hours, TCTI provides a 24-hour answering service. The answering services will contact one of our on-call Mental Health Professionals to handle the emergency.

TCTI Timeline

TCTI has had the privilege of serving the Menifee Police Department for many years. Since we have built a strong foundation, we have everything already in place and there is no need for an implementation timeline.