

AMENDMENT NUMBER
~~ONE~~ TWO
 CONTRACT MA-060-
 20011465 BETWEEN THE
 COUNTY OF
 ORANGE AND
 PSYCHOLOGICAL CONSULTING ASSOCIATES

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-20011465 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Psychological Consulting Associates, Inc. (hereinafter "CONTRACTOR") with a place of business at 10940 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024, is made and entered upon execution of all necessary signatures.

RECITA
 LS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Psychological Evaluation Services on July 1, 2020 for a three (3) year term of July 1, 2020 through and including June 30, 2023, renewable for two (2) additional one-year terms, in a not to exceed amount of \$1,275,000 (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR ~~desires to renew the~~ renewed the ORIGINAL CONTRACT on June 27, 2023 for a one (1) year term of July 1, 2023 through and including June 30, 2024, in a not to exceed amount of \$425,000 as well as amended Attachment A, Scope of Work to add psychological testing of CCW applicants ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER ONE~~ and collect the \$150 statutory fee from CCW applicants (CCW Applicant Fees are subject to change as allowed by law); (hereinafter "AMENDMENT NUMBER ONE")

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 1, 2024 through and including June 30, 2025, in a not to exceed amount of \$425,000 as well as amend Attachment A, Scope of Work, Section 1.02B Service Objectives- CCW Applicants and Attachment B, Compensation and Pricing Provision, to reflect the revised statutory fee collected from CCW applicants, and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;

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

1. ARTICLES

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

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 7/1/20 through and including 6/30/2425, unless otherwise terminated by COUNTY.

b. Additional Terms and Conditions, Section 3, Renewal, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

3. Renewal:

This Contract may be ~~renewed by mutual written agreement of both Parties for one (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~ not be renewed.

c. Attachment A, Scope of Work of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

~~ATTACHMENT~~

~~A SCOPE OF~~

~~WORK~~

~~PSYCHOLOGICAL EVALUATION SERVICES~~

~~1. SCOPE OF WORK~~

~~Psychological Evaluation of Peace Officer Applicant, Candidates, Employees and CCW Applicants~~

~~This Contract is for Psychological Evaluation Services. Contractor shall meet the California Commission on Peace Officer Standards and Training (POST) for the County's law enforcement agencies, i.e., Orange County Sheriff's Department ("OCSD"), the Orange County Probation Department, the Orange County District Attorney's Office, and Orange County Community Resources. Peace officers operate in a high risk environment where failure to make quick and effective decisions can result in devastating life or death consequences. Their vested power gives them the right to restrain others' freedom of movement, use physical force and restrict privacy rights by effecting lawful searches and seizures and detaining or arresting individuals. With this power comes many opportunities for the misuse of authority, including unjustified use of force, witness intimidation, evidence planting and tampering, false arrest and perjury, kickbacks, bribes, theft, illegal seizures, extortion, etc. Such acts result in unwarranted harm to citizens and lead to a community's loss of trust in its law enforcement officers. The County needs to ensure that peace officers are emotionally and psychologically equipped to perform the difficult and taxing duties inherent in~~

~~their position and to resist temptations to exploit or misuse their police powers. Per the request of the County Law Enforcement department, Contractor shall also provide psychological testing to CCW Applicants in accordance with CA Penal Code Section 26190., subd. (f).~~

1.01 Introduction

~~Contractor shall perform a psychological evaluation of candidates for various peace officer positions, limited peace officer positions, and other positions as designated for the County's law enforcement departments.~~

~~In addition to pre-employment psychological evaluations, Contractor shall perform fitness for duty evaluations, officer involved shooting evaluations, crisis intervention/counseling services for staff experiencing post-traumatic stress due to job related events, research analysis, training and consultation with departments as requested.~~

~~The psychological evaluation process is a POST standard and must be done in compliance with POST Psychological Suitability Requirements. The intent of the psychological evaluation is to exclude candidates for peace officer positions who would pose vicarious liability to the County.~~

1.02A Service Objectives—Peace Officer Applicants, Candidates, Employees,

~~The psychological evaluation process shall be done in compliance with POST Psychological Suitability Requirements. The services the Contractor shall provide psychological evaluation services and shall include:~~

- ~~a) Administration (as necessary), scoring, and evaluation of at least two objective tests which have been previously validated by research to support their use in law enforcement screening.~~
- ~~b) The use of subjective scoring test procedures which may include, but not be limited to, the Autobiography Form and the Law Enforcement Sentence Completions form.~~
- ~~c) A clinical interview conducted after the written tests to review candidate background and psychological findings results to give the candidate the opportunity to explain unusual or potential negative test results.~~
- ~~d) A verbal and written recommendation of the psychological suitability of each candidate related to the position for which the candidate applied.~~

1.02 B Service Objectives - CCW applicants

Contractor shall provide psychological assessment testing to CCW applicants. The purpose of the testing is intended only to identify any outward indications or history of psychological problems that might render the applicant unfit to carry a concealed firearm. This testing is not intended to certify in any other aspect that the applicant is psychologically fit. Testing method shall be in the doctor's discretion.

A simple letter summarizing the assessment test results indicating concerns to consider or no concerns to consider, or indeterminable (due to invalid assessment results), shall be provided to the Sheriff within two (2) working days; however, the Sheriff shall receive a verbal recommendation the next business day after the evaluation if the letter with evaluation results is not otherwise submitted.

The evaluator shall collect the ~~\$150~~ \$410.00 fee from the applicant. The County shall not be responsible for any fees under this section. Contractor shall schedule all appointments promptly after the fee is paid.

All records shall be stored in accordance with the law and Contractor's own record retention policy.

~~1.03 Specific Contractor Requirements for Peace Officer Applicants, Candidates, Employees~~

- ~~a) Each psychological evaluation shall be performed by a licensed professional in accordance with Government Code Section 1031(f), which provides that the emotional and mental condition of a peace officer candidate shall be evaluated by either of the following:~~
- ~~1) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in a psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued after completion of the psychiatric residency program; or,~~
 - ~~2) A psychologist licensed by the California Board of Psychology who has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued post doctorate.~~

~~The physician and surgeon or psychologist shall also have met any applicable education and training procedures set forth by POST designed for the conduct of pre-employment psychological screening of peace officers.~~

~~In addition, the Contractor shall have a thorough knowledge and understanding of the following: research literature related to psychological screening of peace officers; equal employment opportunity requirements and fair employment issues; and the job related criteria, including the similarities and differences, among the peace officer professionals for which the evaluation will be performed.~~

- ~~b) The Contractor shall provide a **written report recommending** psychological suitability for each candidate evaluated within five (5) working days for the Probation Department and within ten (10) working days for the Sheriff-Coroner and District Attorney Departments. However, all three departments shall **receive a verbal recommendation the next**~~

~~business day after the evaluation. Requirements regarding CCW applicants are listed separately in Section 1.02B above.~~

~~Documentation supporting such recommendations will be retained by Contractor under doctor/client confidentiality privileges. The Contractor's assessment process must comply with POST psychological screening guidelines as outlined in the POST Psychological Screening Manual in accordance with Government Code Section 1031(f).~~

~~e) Contractor shall follow the traditional P.O.S.T Model which comprises of the following two components:~~

~~▪ The Pre-Offer Component:~~

- ~~• Written Civil Service Exam~~
- ~~• Physical Agility Test~~
- ~~• Oral Board~~
- ~~• Pre-Offer Background~~
- ~~• Pre-Offer Polygraph~~

~~▪ The Post-Offer Component:~~

- ~~• Psychological~~
- ~~• Medical~~

~~d) Assessment Techniques:~~

~~Contractor shall use the following assessment techniques when evaluating an applicant:~~

- ~~1) Minnesota Multiphasic Personality Inventory—3rd Edition, Restructured Form (MMPI 3RF): The MMPI 3 used as a clinical testing instrument and consists of 335 questions. This test shall assess and diagnose mental illness and shall be used as a screening instrument especially in high risks jobs, or~~
- ~~2) CPI Police & Public Safety Selection Report Form 434: This report shall be based on the 434 item version of the California Psychological Inventory (CPI). It shall be designed to improve the accuracy and fairness of employment screenings. Features of this test include:

 - ~~• Risk statements, estimates the likelihood that the applicant will demonstrate specific selection relevant problems~~
 - ~~• CPI Scale Profiles, allows the applicant's test scores to be compared to those of applicants subsequently hired.~~
 - ~~• A list of individual "selection relevant" CPI such as indicators of possible job performance problems~~
 - ~~• A summary list of CPI scales for which the applicant's scores are favorable or unfavorable indicators of the applicant's likely performance on specific job functions or job problem areas.~~~~
- ~~3) Sentence Completion: a personality assessment test that uses a sentence completion technique by word association methods.~~
- ~~4) Review of the Background Information: Provided by applicant via questionnaire and review of background material provided by the Police Department.~~

~~5) Clinical Interview~~~~6) Mental Status Exam & Behavioral Observations~~~~e) Classifications~~

~~Upon completion of the risk assessments, the findings will be classified according to High, Moderate, or Low Risk and Indeterminable ratings for job related deficiencies. Classifications are as follows:~~

- ~~• Applicants with a High Risk rating on one or more dimensions do not meet qualification standards.~~

~~Applicants with one or more Moderate Risk rating do meet the qualifications standards, but reveal an elevated potential for performance problems that may be lowered through training, experience, and/or supervision.~~

- ~~• Applicants with a Low Risk rating are considered suitable for a position.~~
- ~~• Applicants with dimensions checked "Indeterminable" cannot be assessed because the applicant has responded to the assessment process with excessive defensiveness and underreporting. A finding of Indeterminable on one or more Dimensions indicates the need for the Department to verify the accuracy of the applicant's self-reported behavior in all phases of the selection process.~~

~~f) Risk Ratings~~

~~Risk ratings for job related deficiencies shall be determined in the following psychological competencies:~~

- ~~• Cluster 1: Interpersonal Behavior

 - ~~▪ Social~~
 - ~~▪ Teamwork~~
 - ~~▪ Assertiveness~~
 - ~~▪ Respect for Chain of Command~~~~
- ~~• Cluster 2: Judgment and Adaptability

 - ~~▪ Decision Making and Judgment~~
 - ~~▪ Adaptability and Flexibility~~~~
- ~~• Cluster 3: Emotional Control

 - ~~▪ Emotional Regulation and Stress Tolerance~~
 - ~~▪ Avoiding Substance Abuse and Other Risk Taking Behavior~~
 - ~~▪ Impulse Control/Attention to Safety~~~~
- ~~• Cluster 4: Work Attitudes

 - ~~▪ Conscientiousness/Dependability~~
 - ~~▪ Integrity/Ethics~~~~

- ~~Cluster 5: Communication/Learning Skills~~
 - ~~Communication Abilities~~
 - ~~Problem Solving/Learning~~

~~g) Individual Psychotherapy:~~

~~Contractor shall provide cognitive behavioral therapy when requested by the County. This treatment is effective for issues like Post Traumatic Stress Disorder.~~

~~h) Group Psychotherapy:~~

~~Group therapy is an effective treatment option for growth and change. In this form of counseling Contractor shall bring together, up to eight (8) people under the guidance of a professionally trained therapist to help themselves and one another. Topics include:~~

- ~~Trauma Support Group~~
- ~~Support Group for Post Traumatic Stress Disorder~~
- ~~Support Group for the Spouses/Significant Others of Police Officers with PTSD~~
- ~~Alcohol and Substance Abuse Group for First Responders~~

~~i) Fitness for Duty Evaluation~~

~~Contractor shall perform Fitness for Duty Evaluation when requested by County. A Fitness for Duty Evaluation shall be performed when an employee demonstrates objective problematic behavior that calls into question his or her ability to perform their duties safely and effectively when there is reasonable basis for believing that the behavior is the result of an underlying psychological/psychiatric issue.~~

~~j) Critical Incident Debriefings:~~

~~Contractor shall be available to provide Critical Incident Debriefings at any time of the day or night. Immediate response to trauma resulting from line of duty deaths, suicides, officer involved shootings, dead baby calls, child abuse cases, homicide or traffic collisions scenes, suicide by cop situations, and personal injuries. Contractor shall have the ability to develop a Trauma Support Team within the requesting agency that will be able to provide immediate psychological first aid to the agencies employees for critical incidents that occur on duty.~~

- ~~k) The Contractor shall be available to accommodate a high volume of psychological evaluations for peak recruitment periods and be able to perform them at a mutually agreed upon location within Orange County. Contractor shall accommodate thirty (30) candidates per day or one hundred and fifty (150) candidates per week. The three County Departments using the services of the Contractor will help facilitate administration of related~~

~~written tests to expedite the assessment process.~~

- ~~l) Contractor may be required to provide expert court testimony related to the psychological evaluation process.~~
- ~~m) The County will conduct a background investigation on Contractor and all present and future employees working on County business. If Contractor or its employees fail to pass the background investigation, County is relieved of any further obligation under this contract.~~
- ~~n) This contract for psychological evaluation services will be administered by the OCSD Purchasing Department; however, Contractor will work directly with the Sheriff's Professional Standards Division and other County law enforcement departments and will directly invoice those departments for services provided with copies provided to the Purchasing Department.~~
- ~~o) Contractor shall be located within a fifty (50) mile radius from 320 N. Flower Street, Santa Ana, CA 92703 or be able to come on site at no additional cost to the County.~~

~~1.04 Job Classifications Requiring Psychological Evaluations~~

~~Listed below are the classifications within the County of Orange law enforcement departments that require testing under POST requirements, as well as additional classifications with limited peace officer status, and non peace officer status, that also require psychological evaluations.~~

~~OC Sheriff-Coroner Department (OCSD):~~

~~Sheriff's Call Takers _____ Reserve Deputy Sheriff
Deputy Coroners _____ Sheriff's Correction-
Services Assistant-
Trainee (CSAT)~~

~~Deputy Sheriff Trainees (DST) _____ Sheriff's Special Officer (SSO)
Deputy Sheriffs _____ Correctional Services-
Assistant (CSA)
Radio Dispatchers _____ Other classifications as required~~

~~Probation Department:~~

~~Deputy Juvenile Correctional Officer I _____ Supervising Probation-
Officer Deputy Juvenile Correctional Officer II _____ Volunteer Probation-
Officer Deputy Probation Officer I and II _____ Other classifications as
required Senior Deputy Probation Officer~~

~~District Attorney (DA):~~

~~Assistant Chief Investigator, DA _____ Public Assistance Investigator~~

~~Chief, Bureau of Investigation DA ————— Public Assistance Investigator Trainee~~
~~District Attorney Investigator ————— Supervising Attorney’s Investigator~~
~~Investigative Commander, DA ————— Supervising Investigator, Welfare Fraud~~
~~Investigator Trainee, Welfare Fraud ————— Supervising Public Assistance Investigator~~
~~Investigator, Welfare Fraud ————— Other classifications as required~~

~~**OC Community Resources (OCCR):**~~

~~Park Rangers*~~

~~*Evaluations for this classification will be submitted by one of the law-enforcement agencies listed above (DA, Probation or OCSD) on behalf of OCCR~~

~~**1.04 A Additional Requesting of Psychological Assessment Testing for CCW Applicants**~~

~~CCW applicants who are Orange County residents seeking a permit to legally carry a firearm.~~

~~**1.05 County Supplied Items and Assistance**~~

- ~~1. At County’s sole discretion, County will furnish Contractor the following:

 - ~~a. County will mail copies of the applicants complete background packet through the Laserfiche App, or via delivery by County Messenger Representative, or by any other method as determined appropriate by the County.~~~~
- ~~2. Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets.~~

d. ATTACHMENT B, Payment/Compensation, Section 2. Compensation, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

~~**2. Compensation**~~

~~Contractor’s pricing is provided in the form of a single fee or set rate per psychological evaluation. A completed psychological evaluation includes administration (when necessary) and scoring of the written test, clinical interview, and preparation of verbal and written reports including recommendations for hire, the delivery of all reports to County of Orange departmental representatives, and the travel and per diem expenses necessary for contact to conduct evaluation.~~

~~Fees for testimony, shall include the time, spent preparing and appearing at any proceedings, when requested by the County to explain the methodology and~~

~~validity of the psychological evaluation services, fitness for duty evaluation and research analysis.~~

~~County agrees to compensate the Contractor the Firm Fixed Price set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishing all staffing and materials called for and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.~~

~~a. Fixed Rates~~

~~For authorized work in the Scope of Work described herein and fully set forth in Attachment A, psychological evaluation services will be at the rates set forth below:~~

<u>Services</u>	<u>Rate</u>
1. Firm Fixed Fee per Psychological Evaluation	\$467.50
2. Other fees, including but not limited to those for partial evaluation services and testimony expert witness fees:	
a. Second Test Administration of the Minnesota Multiphasic Personality Inventory 2nd Edition, Restructured Form (MMPI-2RF), or other test scoring and interpretation (Note: Contractor is offering the new assessment at the old assessment price)	<u>\$77.00</u>
b. "No Show" or late cancellation for scheduled appointment (less than 48 hours' notice)	<u>\$275.00</u>
c. Review of file, discussion and revised report for different position	<u>\$92.50</u> <u>192.50</u>
d. Hourly rate for research, analysis and additional consultation when requested and authorized by County and crisis intervention	<u>\$357.50</u>
e. Hourly rate for testimony/testimony related tasks	<u>\$357.50</u>
f. Hourly Rate for Fitness for duty evaluations	<u>\$95495.00</u> <u>0</u>
g. Training: Full Day	<u>\$3,080.00</u> <u>3080.00</u>
Half Day	<u>\$1540.00</u>

~~**Pricing:** Pricing increases after first term and any subsequent extended term shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for Urban Consumers for non-labor, and Urban Wage earners and Clerical Workers for labor.~~

Contract shall not exceed \$425,000 for the term of ~~7/1/23~~ July 1, 2024 through and including ~~6/30/24~~ June 30, 2025

Contractor shall collect the ~~\$150~~ \$410.00 fee from the CCW applicant. Fees are subject to change as allowed by law. The County shall not be responsible for any fees for this service.

~~4. Payment Invoicing Instructions:~~

~~Payments and/or invoices for the Sheriff-Coroner Department only are to be sent to:-~~

~~County of Orange
Sheriff-Coroner/Professional Standards
Division 320 N Flower St.
Santa Ana, CA =
92703
Attn: PSD/ES
714-834-5245~~

2. All other provisions of the ORIGINAL CONTRACT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to ORIGINAL CONTRACT MA-060-20011465, which is incorporated herein by reference.

*Contractor: Psychological Consulting Associates

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Psychological Consulting Associates

By: _____ Title: _____

Print Name: _____ Date: _____

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

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

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: _____

Deputy