

AMENDMENT NUMBER ~~ONE~~ TWO
 TO
 CONTRACT MA-060-20011413
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 SUSAN SAXE-CLIFFORD, PH.D., ABPP

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-20011413 (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 Susan Saxe-Clifford, PH.D., ABPP (hereinafter "CONTRACTOR") with a place of business at 16530 Ventura Blvd., Suite 603, Encino, CA 91436, is made and entered upon execution of all necessary signatures.

RECITALS:

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 6, 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 evaluations of CCW applicants and Attachment B, Payment/Compensation, Section 2. Compensation, ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT and~~ to collect the \$150 statutory fee from the CCW applicant; (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 Provisions, 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) requirements for the County's law enforcement agencies, i.e., the 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.~~

~~Psychological evaluations of Carry Concealed Weapon ("CCW") applicants is permitted under Penal Code section 26190 and 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. Penal Code section 26190 requires that the OCSO use the same licensed psychologist to perform psychological evaluations of CCW applicants that it uses for its own employees.~~

1.01 Introduction

~~Contractor shall perform a psychological evaluation of applicants for CCW license and candidates for various peace officer, 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 requested.~~

~~The intent of the psychological evaluation is to exclude candidates for peace officer positions who would pose a risk to the community and vicarious liability to the County. The intent of the psychological evaluation process for CCW applications is only to identify any outward indications or history of psychological problems that might render the applicant unfit to carry a concealed firearm.~~

1.02A Service Objectives – Peace Officer Applicant, Candidates, Employees

~~The psychological evaluation process shall be done in compliance with POST Psychological Suitability Requirements. The services the Contractor shall provide to the County shall be related to 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, test and forms are as follows:~~
- ~~• Psychological Screening Consent and Release of Information~~
 - ~~• Psychological History Questionnaire~~
 - ~~• Minnesota Multiphasic Personality Inventory – 2-01-RF~~
 - ~~• Sixteen Personality Factor Questionnaire or California Psychological Inventory (CPI)~~
 - ~~• Sentence Completion Form~~
 - ~~• Autobiography~~

~~Copies and details of testing can be provided to the requesting agency upon request. Testing, interview dates and locations shall be provided based on the needs of the requesting agency.~~

- ~~b) The use of subjective scoring test procedures which may include, but may not be limited to, the Autobiography Form and the Law Enforcement Sentence Completions form. Contractor shall score the MMPI-2 or MMPI-RF and 16PF or CPI by scanner and computer on site, for instant results.~~
- ~~e) Contractor shall administer a clinical interview 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 report shall be provided to the agency next business day and written report recommendation in format requested by the agency shall be provided by the Contractor within five (5) days, of the psychological suitability of each candidate related to the position for which the candidate applied. A simple letter of evaluation results (pass or fail) for employee file shall accompany the report. A cover sheet for the purpose of POST audit shall be provided with the final report.~~

~~Contractor shall be available to discuss with the appropriate department personnel information regarding applicant pool and what the specific needs or concerns are ongoing.~~

- ~~e) Specific Areas of Evaluation~~

~~Contractor shall screen applicants for psychological suitability in ten (10) dimensions related to the job duties and the job specifications for each position. The following screening process is a clear rationale for a pass or a fail recommendation provided for each applicant. The dimensions are:~~

- ~~• Social Competence~~
- ~~• Teamwork~~
- ~~• Adaptability/Flexibility~~
- ~~• Conscientiousness/Dependability~~
- ~~• Impulse Control/Attention to Safety~~
- ~~• Integrity/Ethics~~
- ~~• Emotional Regulation and Stress Tolerance~~
- ~~• Decision Making and Judgment~~
- ~~• Assertiveness/Persuasiveness~~
- ~~• Avoiding Substance Abuse and Other Risk Taking Behavior~~

- ~~f) Fitness for Duty Evaluation Process:~~

~~Contractor shall provide Fitness for Duty Evaluations (i.e., fit vs, not fit information) to the County. Fitness for Duty Evaluations shall include all that is accomplished in a pre-employment evaluation~~

~~with the addition of a review of documents including employee's personnel file, memos and reports and other data relevant to psychological functioning, extensive consultation with referring party, additional tests as dictated by the specific situation and an in depth interview. Verbal and written reports shall be provided at the request of the agency. All records shall be stored in a secure location at the Contractor's place of business in accordance with the law and Contractor's own record retention policy, but in no case less than seven (7) years.~~

- ~~g) Officer Involved Shootings, Crisis Interventions and Counseling Services~~

~~Contractor shall provide Officer Involved Shooting, Crisis Intervention and Counseling Services to requesting agency on an as needed basis. In most cases, individual sessions with referred employees shall occur within forty eight (48) hours. Group debriefings shall be provided when necessary after a major event. Services shall be designed to fit the needs of the requesting agency.~~

1.02B Service Objectives - CCW applicants

Contractor shall screen CCW applicants 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. Contractor shall use universally recognized testing methods. Contractor shall provide the County with the testing method. Testing shall be conducted face-to-face. Virtual interviews with a video component are permitted.

A simple letter of evaluation results (pass or fail) 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 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 a secure location at the Contractor's place of business in accordance with the law and Contractor's own record retention policy, but in no case less than seven (7) years.

~~1.03 Specific Contractor Requirements~~

~~The psychological evaluation process shall be initiated at the request of the County. 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:~~

- ~~(A) 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,~~
- ~~(B) 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 the California Commission on Peace Officer Standards and training 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.~~

~~The Contractor shall provide a written report recommending psychological suitability for each candidate evaluated within five (5) working days; however, all three departments shall receive a verbal recommendation the next business day after the evaluation. Requirements regarding CCW applicants are listed in Section 1.02B above.~~

~~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. If needed, extended hours and weekend hours shall be added by the contractor to accommodate urgent hiring needs. Candidates can be tested and interviewed in one day, Contractor shall schedule all appointments promptly at the time and day requested by the County. The three County Departments using the services of the Contractor will help facilitate administration of related written tests to expedite the assessment process.~~

~~Contractor may be required to provide expert court testimony related to the psychological evaluation process.~~

~~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.~~

~~The contract for psychological evaluation services will be administered by the OCSD Purchasing Department; however, Contractor will work directly with the Sheriffs Professional Standards Division and other County law enforcement departments and will directly invoice those departments for services provided with copies provided to the OCSD Purchasing Department.~~

~~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; and additional classifications with limited peace officer status, and non peace officer status, that also require psychological evaluations.~~

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

~~911 Call Takers ————— Reserve Deputy Sheriff
Deputy Coroners ————— Sheriff's Correction Services Assistant
Trainee (CSAT)
Deputy Sheriff Trainees (DST) ————— Sheriff's Special Officer (SSO)
Deputy Sheriff's ————— Correctional Services Assistant (CSA)
Radio Dispatcher's ————— 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~~

~~**1.04A Additional Requesting of a Psychological Evaluation**~~

~~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 Laserfish App or via delivery by County Messenger Representative, or by any other method as determined appropriate by the County.~~
- ~~b. County will mail copies of the applicant's complete CCW application packet and referral via email, 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	\$410.00
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 (MMPI), or other test scoring and interpretation	\$60.00
b. "No Show" or late cancellation for scheduled appointment (less than 48 hours' notice)	\$275.00

e.—Review of file, discussion and revised report for different position (per hour)	\$325.00
d.—Hourly rate for research, analysis and additional consultation when requested and authorized by County and crisis intervention	\$325.00
e.—Hourly rate for testimony/testimony related tasks, Training	\$375.00
f.—Fitness for duty evaluations	\$375.00

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 fee from the CCW applicant, as permitted by Penal Code section 26190. 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-060-20011413, which is incorporated herein by reference.

*Contractor: Susan Saxe-Clifford, PH.D., ABPP

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Susan Saxe-Clifford, PH.D., ABPP

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