

AGREEMENT FOR SERVICES #6552

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Cordico Psychological Corporation duly qualified to conduct business in the State of California, whose principal place of business is 2377 Gold Meadow Way, Suite 100, Gold River, CA 95670 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide pre-employment psychological and post-employment "fitness for duty" psychological examinations for the Sheriff's Office, District Attorney's Office, and Probation Department

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractors are in the public's best interest and that these services are more economically and feasibly performed by outside independent Contractor, in accordance with El Dorado County Ordinance Code, Section 3.13.030, by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Work:

- A. Contractor agrees to provide Sheriff's Office with pre-employment psychological screening in compliance with P.O.S.T. Commission Procedure 1955, marked Exhibit "A-1", incorporated herein and made by reference a part hereof. Testing is to be on an "as requested" basis for the Sheriff's Office. Candidates shall include the classifications of Deputy Sheriff, Correctional Officer and Dispatcher. Services shall consist of the appropriate psychological testing, evaluation and written report on all candidates screened.
- B. Contractor agrees to provide Probation Department with pre-employment psychological screening in compliance with Government Code Section 1031(f). Testing is to be on an "as requested" basis for the Probation Department. Candidates shall include the classifications of Deputy Probation Officer, and Deputy Probation Officer-Institutions. Services shall consist of the appropriate psychological testing, evaluation, and written report on all candidates screened.
- C. Contractor agrees to provide the District Attorney with pre-employment psychological screening in compliance with Government Code Section 1031(f). Testing is to be on an "as requested" basis for the District Attorney's Office. Candidates shall include the classifications of Investigator, Chief Investigator and Supervising Investigator. Services shall consist of the appropriate psychological testing, evaluation, and written report on all candidates screened.

Grading and/or testing shall be furnished in writing to the Sheriff's Office or Probation Department, District Attorney within ten (10) working days following the testing. A pass or fail verbal notification shall be available to the department on the following day of the testing.

In addition to the services identified herein above, Contractor may also provide post-employment special unit screening, post-employment psychological "fitness for duty" evaluations, related research analysis and consultations including hiring meetings, training, court and civil service testimony. These services shall be provided on an "as requested" basis as required by County.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period May 10, 2022, to May 9, 2025.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be the following:

- A. Pre-employment psychological screening, including psychological testing, individual clinical interview, and written report of results at \$400.00 per candidate.
- B. Post-employment Special Unit Screening including psychological testing, individual clinical interview, and written report of results at \$400.00 per candidate.
- C. Post-employment psychological "Fitness for Duty" evaluation including psychological testing, individual clinical interview, and limited summary of the results at \$1,600.00 per evaluation.
- D. Research analysis services required beyond the pre-screening interview shall be at additional fees as negotiated between the parties on an individual case-by-case basis.
- E. Additional requested consultation services, including but not limited to, hiring meetings, training, court or civil service testimony shall be performed at the rate of \$375.00 per hour.

Total amount of this Agreement shall not exceed \$94,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall invoice County Departments individually:

County of El Dorado
Sheriff's Office
Attn: Fiscal
300 Fair Lane,
Placerville, California 95667

Or

County of El Dorado
Probation Department Attn: Fiscal
3974 Durock Road, Ste. 205
Shingle Springs, CA 95682

Or

County of El Dorado
District Attorney's Office Attn: Fiscal
778 Pacific Street
Placerville, CA 95667

or to such other location as County directs.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable State and Federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and

exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year

for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be

deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XIX, Conflict of Interest.
- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado

With a copy to:

County of El Dorado

Sheriff's Office
200 Industrial Drive
Placerville, California 95667

Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Tasha Thompson
Captain

Attn.: Michele Weimer
Procurement and Contracts Manager

Or

County of El Dorado
Probation Department
3974 Durock Road, Ste 205
Shingle Springs, CA 95682
Attn: Brian Richart
Chief Probation Officer

Or

County of El Dorado
District Attorney's Office
778 Main Street
Placerville, CA 95667
Attn: Vern Pierson
District Attorney

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Cordico Psychological Corporation
2377 Gold Meadow Way Suite 100
Gold River, CA 95670
Attn: David Black, Ph.D.

or to such other location as Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own

expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional Contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates

of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in

consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be Contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article XII, Default, Termination, or Cancellation.

ARTICLE XX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI

California Residency (Form 590): If Contractor is a California resident, Contractor must

file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subContractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subContractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subContractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tasha Thompson, Captain, Sheriff's Office, or successor, for the Probation Department is Andrew Craven, Deputy Chief Probation Officer, Probation Department, or successor, for the DA's Office, Savannah Broderick or successor.

ARTICLE XXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXIX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXI

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requestign Contract Administrator Concurrence:

By: Tasha Thompson
Tasha Thompson
Captain
Sheriff's Office


Date: 5/17/22

Requesting Department Head Concurrence:

By: John D'Agostini
John D'Agostini
Sheriff

Date: 5/17/22

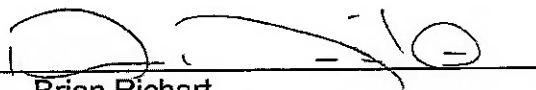
Requesting Contract Administrator Concurrence:

By: 

Andrew Craven
Deputy Chief Probation Officer
Probation Department

Date: 5/17/2022


Requesting Department Head Concurrence

By: 

Brian Richart
Chief Probation Officer
Probation Department


Date: 5.18.22

Requesting Contract Administrator Concurrence:

By: 
Jeff Dreher
Chief Investigator

Date: 5/17/2022

Requesting Department Head Concurrence:

By: 
Vern Pierson
District Attorney

Date: 5/17/2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Aoi Parlin*

Dated: 5-24-22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Thyle Thurman*
Deputy Clerk

Dated: 5-24-22

--CORIDCO PSYCHOLOGICAL CORPORATION--

By: DocuSigned by:
David Black
3E147CD29F24453
Name Dr. David Black
Title chief Executive officer
"Contractor"

Dated: 5/17/2022

By: DocuSigned by:
David Black
3E147CD29F24453
Name Dr. David Black
Corporate Secretary

Dated: 5/17/2022

Exhibit A-1

1955. Peace Officer Psychological Evaluation

(a) Government Code Mandate/Evaluator Requirements

Every peace officer candidate shall be evaluated to determine if the candidate is free from any emotional or mental condition that might adversely affect the exercise of the powers of a peace officer [Government Code section 1031(f)], and to otherwise ensure that the candidate is capable of withstanding the psychological demands of the position.

(1) The psychological evaluation shall be conducted 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 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.

(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.

(2) The psychological evaluator (hereinafter referred to as "evaluator") shall be competent in the conduct of preemployment psychological screening of peace officers. The required areas of competence, as defined in the POST Peace Officer Psychological Evaluator Competencies, are herein incorporated by reference. The Competencies are contained and defined in Chapter 3 of the POST Peace Officer Psychological Screening Manual (2014).

(3) The evaluator must complete a minimum of 12 hours biennially of POST-approved continuing professional education per Commission Regulation 1955(b).

(4) The evaluator shall conduct the examination on behalf of and for the benefit of the employing department.

(Revised 12/09/2015)

(b) Continuing Professional Education (CPE)

(1) CPE Course Requirement

POST approval will be granted to courses that meet the following requirements for both course quality and relevance:

(A) Course Quality

Course quality is satisfied by any course recognized and accepted by the California Board of Psychology for continuing education credit [16 CCR section 1397.61(c)(1)] including:

1. Courses provided by American Psychological Association (APA), or its approved sponsors; or
2. Continuing medical education (CME) courses specifically applicable and pertinent to the practice of psychology and that are accredited by the California Medical Association (CMA) or the Accreditation Council for Continuing Medical Education (ACCME); or
3. Courses provided by the California Psychological Association, or its approved sponsors; or
4. Courses approved by an accrediting agency for continuing education courses taken prior to January 1, 2013, pursuant to 16 CCR section 1397.61 as it existed prior to January 1, 2013.

The quality of courses recognized and accepted by other accrediting bodies, associations, or organizations will be considered on a case by case basis.

(B) Course Relevance

As determined by POST, courses must have direct relevance and applicability to preemployment psychological assessment by providing instruction and training in one or more of the Competencies [subsection 1955(a)(2)].

(2) CPE Course Approval

POST approval shall be granted to courses that meet the requirements outlined in 1955(b)(1). To be considered for POST approval, a course approval request must be submitted to POST via the electronic CPE Tracking System. The request may be submitted by a course instructor, provider, sponsor, law enforcement agency, or an individual who has taken or is considering taking a course.

Requests for POST approval must include the following information:

- (A) Course provider
- (B) Course instructor
- (C) Course title and description
- (D) Approving association
- (E) Course topics and hourly distribution
- (F) Learning objectives
- (G) Method(s) of instruction (e.g., workshop, webinar, independent learning)

A list of POST-approved CPE courses are maintained on the POST Website.

(3) Evaluator CPE Requirement

(A) The evaluator must complete 12 hours of POST-approved instruction over a two-year period, which shall run concurrently with the evaluator's two-year license renewal cycle. The POST CPE requirement must be met no later than the evaluator's license renewal date. Additional CPE hours above the 12 hour minimum do not count toward the next two-year cycle.

(B) Prior to September 1, 2014, all evaluators must have completed a minimum of six (6) hours of CPE. The POST-approved CPE must have been completed between May 1, 2012 and August 30, 2014.

After September 1, 2014, the 12-hour two-year CPE requirement commenced. CPE hours were prorated at .5 hours per month, based on the evaluator's license renewal cycle. For example, if the evaluator's license renewal date was February 28, 2015, by that date the evaluator must have completed .5 hours of CPE for each of the six months that elapsed since September 1, 2014 (i.e., three hours). Thereafter, the evaluator must meet the regular 12 hours of CPE for every two-year cycle per subsection 1955(a)(3).

(C) The evaluator may satisfy no more than 75% (up to nine (9) hours) of the POST CPE requirement through independent learning that meets subsection 1955(b)(1). Independent learning includes, but is not limited to, courses delivered via the Internet, CD-ROM, satellite downlink, correspondence, and home study.

(4) Verification of Course Completion

To verify compliance with subsection 1955(a)(3), the evaluator must submit a psychological evaluator profile request to POST via the electronic CPE Tracking System and provide verification of course completion.

(A) Evaluator Information

The profile request must include the evaluator's name and contact information; license # and renewal date; and additional information (curriculum vitae, professional website URL), if available.

(B) Course Information

Once the profile is approved, the evaluator can request approval of CPE course completion through the online CPE Tracking System. The request must be accompanied by official documentation of course completion, such as completion certificate, roster, and/or other official education or training records.

A list of evaluators and their contact information is available on the POST website (www.post.ca.gov).

(c) Timing of the Psychological Evaluation

The psychological evaluation shall commence only after a conditional offer of employment has been extended to the peace officer candidate [Americans with Disabilities Act (42 U. S. Code section 12101 et seq); California Fair Employment and Housing Act (Government Code section 12940 et seq)]. The psychological evaluation must be completed within one year prior to date of employment.

A new psychological evaluation shall be conducted on peace officer candidates reappointed to the same department, unless the prior evaluation occurred within one year of the date of reappointment.

(d) Psychological Screening Procedures and Evaluation Criteria

(1) The psychological screening procedures and evaluation criteria used in the conduct of the psychological evaluation shall be based on the peace officer duties, powers, demands, and working conditions as defined by the department. This information shall be provided to the evaluator, along with any other information (e.g., risk management considerations) that will allow the evaluator to make a psychological suitability determination.

(2) Every peace officer candidate shall be evaluated, at a minimum, against job-related psychological constructs herein incorporated by reference in the POST Peace Officer Psychological Screening Dimensions: Social Competence, Teamwork, Adaptability/Flexibility, Conscientiousness/Dependability, Impulse Control, Integrity/Ethics, Emotional Regulation/Stress Tolerance, Decision Making/Judgment, Assertiveness/Persuasiveness, and Avoiding Substance Abuse and Other Risk-Taking Behavior. The Dimensions are contained and defined in Chapter 4 of the POST Peace Officer Psychological Screening Manual (2014).

(3) The POST Peace Officer Psychological Screening Manual (2014) provides guidance in the evaluation of peace officer candidates. The use of this manual is discretionary with the exception of the required Psychological Evaluator Competencies and the Psychological Screening Dimensions outlined in subsections 1955(a)(2) and 1955(d)(2), respectively.

(e) Required Sources of Information for the Psychological Evaluation

The psychological evaluation shall include a review by the evaluator of the following sources of information prior to making a determination about the candidate's psychological suitability.

(1) Job Information

Job information shall consist of the peace officer duties, powers, demands, and working conditions provided by the department per subsection 1955(d)(1).

(2) Written Assessments

Written assessments shall consist of a minimum of two written psychological instruments. One of these instruments shall be designed and validated to identify patterns of abnormal behavior; the other instrument shall be designed and validated to assess normal behavior. Both instruments shall have documented evidence of their relevance for evaluating peace officer suitability. Together, the instruments shall provide information about each candidate related to: (1) freedom from emotional and/or mental conditions that might adversely affect the exercise of the powers of a peace officer, and (2) psychological suitability per the POST Psychological Screening Dimensions [refer to subsection 1955(d)(2)].

The psychological assessments shall be interpreted using appropriate, authorized test publisher scoring keys. If mail-order, Internet-based, or computerized test interpretations are used, the evaluator shall verify and interpret the individual results.

(3) Personal History Information

(5) Information from the psychological evaluation may be provided to others involved in the hiring process, if it is relevant to their respective determinations of candidate suitability.

(g) Second Opinions

(1) A candidate who is found psychologically unsuitable has the right to submit an independent evaluation for consideration before a final determination of disqualification is made [2 California Code of Regulations section 11071(b)(2)]. Consideration should include determining whether the second opinion evaluator meets the requirements set forth in Government Code section 1031(f) and Regulation 1955(b).

(2) When a candidate notifies the department that s/he is seeking an independent opinion, the department shall make available the peace officer duties, powers, demands, and working conditions and the requirements specified in Commission Regulation 1955. Other information, such as specific procedures or findings from the initial evaluation, may be shared with the second-opinion evaluator at the discretion of the department. The means for resolving discrepancies in evaluations is at the discretion of the department, consistent with local personnel policies and/or rules.

(Revised 4/01/2016)