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AGREEMENT FOR SERVICES #275-S0611

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Evan B. Sundby, Ph.D., an individual duly qualified to conduct business in the State of California, whose principal place of business is 2601 Capitol Avenue, Sacramento, CA 95816-5904, (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide pre-employment and post-employment "fitness for duty" psychological examinations for the Sheriff Department on an "as requested" basis; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

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

**WHEREAS**, County has determined that the provisions of these services provided by Consultant are in the public's best interest and that these services, are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

## ARTICLE I

**Scope of Services:** Consultant agrees to provide pre-employment psychological screening in compliance with P.O.S.T. Commission Procedures C-1 & C-2, marked "Exhibit "A", incorporated herein and made by reference a part hereof. 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.

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

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

## ARTICLE II

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of December 8, 2005 through December 7, 2007.

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with the following:

- A. Pre-employment psychological screening, including rating of the pre-screening, individual clinical interview, and written report of results at \$225.00 per candidate;
- B. Post-employment psychological "fitness for duty" evaluation and report at \$100.00 per hour, per candidate;
- C. 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;
- D. Consultations including hiring meetings, training psychotherapy, court or civil service testimony shall be at an additional fee based on the rate of \$100.00 per hour.

The total amount of this Agreement shall not exceed \$24,000.00, inclusive of all expenses, for the two (2) year period.

## ARTICLE IV

**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 V**

**Consultant 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 agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

## **ARTICLE VI**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant 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 VII**

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## ARTICLE IX

### Default, Termination and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant 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 seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant 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. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

## ARTICLE X

**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 addressed as follows:

COUNTY OF EL DORADO  
SHERIFF DEPARTMENT  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: CAPTAIN MARK GETCHIEL

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

EVAN SUNDBY, PH.D.  
2601 CAPITOL AVENUE  
SACRAMENTO, CA 95816-5904

or to such other location as the Consultant directs.

## ARTICLE XI

**Indemnity:** The Consultant shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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 Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subConsultant(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## ARTICLE XII

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement. Motor vehicles will not be used for the purposes of this Agreement, therefore, automobile liability is not required.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above 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, Consultant 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 Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant 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, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant 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 the 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIV**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.

Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XV**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency

or, in the case of a corporation, certify that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVI**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Captain Mark Getchel, Sheriff Department, or successor.

#### **ARTICLE XVIII**

**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 to the obligations set forth herein.

#### **ARTICLE XIX**

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

#### **ARTICLE XX**

**Venue:** 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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XXI**

**Confidentiality:** The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For purposes of this paragraph, identity




shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, the Consultant shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

#### ARTICLE XXII

**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.

#### Contract Administrator Concurrence:

By:  Dated: 8/30/05  
Mark Getchel, Captain  
Sheriff Department

#### Requesting Department Head Concurrence:

By:  Dated: 9/1/05  
Jeff Neves, Sheriff

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 9/27/05

By: Charlie Paine  
**CHARLIE PAINE** Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

By: [Signature] Dated: 9/27/05  
Deputy Clerk

-- CONSULTANT --

Dated: 9/7/05

[Signature]  
Evan B. Sundby, Ph.D., individually  
"Consultant"

# EXHIBIT "A"

Commission on Peace Officer Standards and Training

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POST ADMINISTRATIVE MANUAL  
COMMISSION PROCEDURE C-1  
PERSONAL HISTORY INVESTIGATION

**Purpose**

**1-1. Personal History Investigation:** This Commission Procedure implements the personal history investigation requirements established in Section 1002(a) of the Commission Regulations. The purpose of the personal history investigation is to verify the absence of past behavior indicative of unsuitability to perform the duties of a peace officer. The POST "Peace Officer Background Investigation Manual," or its equivalent should be followed in conducting an investigation.

**Procedure**

**1-2. Personal History Investigation:** This procedure shall be followed in the pre-employment investigation of each proposed peace officer employee and shall be completed on or prior to the appointment date.

**1-3. Completion of Personal History Statement:** The department head shall require the candidate to complete the POST Personal History Statement, Form 2-251, or its equivalent prior to conducting the background investigation.

**1-4. Written Evaluation Required:** The results of the investigation must be reduced to writing and made available to the department head for the purpose of evaluation to determine whether the candidate is suitable. The results shall be retained by the jurisdiction as a source of authenticated information on personnel for present and successive administrators.

**1-5. Sources of Investigation:** The investigation shall include an inquiry into the following sources of information for the purpose indicated:

- (a) The State Department of Motor Vehicles, Division of Drivers Licenses--to determine the candidates driving record.
- (b) High school and all higher educational institutions that the candidate attended--to determine the school record, character and career potential of the applicant.
- (c) Appropriate official documents--to verify birth and age records. In the case of foreign born, appropriate federal or local records.
- (d) All police files in jurisdictions where the candidate has frequently visited, lived or worked--to determine if any criminal record exists.
- (e) Criminal records of the California Bureau of Investigation and Identification. A copy of the return shall be retained in the candidates personnel record.
- (f) The Federal Bureau of Investigation records. A copy of the return shall be retained in the candidates personnel records.

- (f) Previous employers within the past 10 years--to determine the quality of the candidates work record.
- (h) Within practical limits, references supplied by the candidate, and other references supplied by them, if any--to determine whether or not the candidate has exhibited behavior which would or would not be compatible with the position sought.
- (i) The candidates present neighborhood and where practicable, neighborhoods where the candidate may have previously resided--to determine whether or not the candidate has exhibited behavior which would or would not be compatible with the position sought.
- (j) The candidates credit records--to determine his/her credit standing with banks, department stores and other commercial establishments that would tend to give a clear indication of the candidates reliability and integrity.
- (k) When appropriate, military records in the service of the United States, jurisdictions therein, or foreign government--to determine the quality of the candidates service.

**1-6. Relationship to Medical and Psychological Examinations:** Pursuant to the provisions of the Americans with Disabilities Act of 1991, the hiring department may not make medical inquiries of a candidate prior to extending a conditional offer of employment. For a job offer to be considered bona fide, all non-medical information should be gathered at the pre-offer stage, unless doing so is practically or legally unreasonable. Subsequent to a conditional job offer and provided that the confidentiality provisions of the law are observed, the background investigator, examining physician, and examining psychologist should work cooperatively to ensure that each has complete information upon which to make their respective assessment of the candidate.

Historical Note:

Procedure C-1 was adopted and incorporated by reference into Commission Regulation 1002, on April 26, 1982 and amended effective May 23, 1997.

POST ADMINISTRATIVE MANUAL

COMMISSION PROCEDURE C-2

MEDICAL AND PSYCHOLOGICAL  
SUITABILITY EXAMINATIONS

**Purpose**

**2-1. Medical and Psychological Suitability Examinations:** This Commission procedure implements the medical and psychological suitability examinations requirements established in Government Code Section 1031(f) and Sections 1002(a)(7) and 1007(a)(7) of the Regulations. The purpose of the medical examination is to select personnel who are free from any medical condition which would be expected to adversely affect their performance of peace officer duties. The purpose of the psychological suitability examination is to select personnel who are free from any mental or emotional condition which would be expected to adversely affect their performance as a peace officer.

**Procedure**

**2-2. Sequencing of the Medical and Psychological Suitability Examinations:** The medical and psychological suitability examinations shall be conducted within 1 year before hire. The Americans with Disabilities Act of 1991 prohibits the collection of medical<sup>1</sup> information prior to a conditional offer of employment.

**2-3. Verification of Medical and Psychological Suitability:** The hiring authority shall retain written verification that persons employed have been examined and found medically and psychologically suitable to perform peace officer duties in accordance with the provisions of this procedure.

**Medical Examination Requirements**

**2-4. Medical Suitability Examination Requirement:** As specified in Government Code Section 1031(f), the medical examination shall be conducted by a licensed physician and surgeon. The use of the POST "Medical Screening Manual for California Law Enforcement 1996," in conducting the medical evaluation is discretionary.

**2-5. Completion of Medical History Statement:** The department head shall require the candidate to complete the POST Medical History Statement, Form 2-252, or its equivalent prior to conducting the medical examination.

**2-6. Vision and Hearing:** The hiring authority shall establish minimum standards to ensure that candidates are free from any vision or hearing conditions that would be expected to adversely affect their performance of peace officer duties. The POST vision and hearing guidelines provide recommended evaluation criteria for use in this regard. While the use of these guidelines is discretionary, the hiring authority shall, at a minimum, establish criteria for screening far visual acuity (corrected and uncorrected), color vision, visual field, and hearing sensitivity.

**2-7. Physicians Findings:** The physician shall report the examination findings in writing by completing the POST Medical Examination Report, Form 2-253, or its equivalent, to be used by the appointing authority in its hiring decision.

<sup>1</sup> The Americans with Disabilities Act definition of medical inquiries covers areas related to both medical and psychological disability.

Psychological Examination Requirements

2-8. **Psychological Suitability:** Peace officer applicants shall be judged to be free from job-relevant psychopathology, including personality disorders, by a qualified professional, as described in Government Code Section 1031(f) (i.e., by a licensed physician and surgeon or by a licensed psychologist who has a doctoral degree in psychology and at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders). References in making this determination are identified in the "POST Psychological Screening Manual, December 1984" the use of which is discretionary.

**2-9. Psychological Suitability Examination Requirements:**

- (a) A minimum of two psychological test shall be used. One must be normed in such a manner as to identify patterns of abnormal behavior; the other must be oriented toward assessing relevant dimensions of normal behavior.
- (b) A clinical interview shall be conducted. The psychological test results shall be reviewed in advance by the individual who conducts the clinical interview.
- (c) Interpretation of the psychological test score information and conduct of the clinical interview shall be performed by a qualified professional as defined in sub-paragraph 2-8.<sup>2</sup>

**2-10. Findings of the Psychological Suitability Examination:** Findings of the psychological suitability examination shall be reported in writing to the appointing authority for use in its hiring decision.

**2-11. Updated Medical and Psychological Suitability Examinations:** When more than one year has passed since initial examinations, medical and psychological suitability examination updates, as opposed to complete new examinations, may be conducted for individuals who:

- (a) Upgrade within the same agency to reserve peace officer or regularly employed peace officer status;
- (b) Were examined initially in accordance with all of the provisions of sub-paragraphs 2-1 through 2-10 of Commission Procedure C-2, and the results of such examinations are available for review; and
- (c) Have worked continuously for the agency since the time of initial appointment.

Each examination update shall be conducted by a qualified professional as defined in Government Code 1031(f), and shall include, at a minimum:

- (a) A review of previous examination findings;
- (b) A review and evaluation of the individuals work history and job-relevant life history while with the agency for indicators of potential changes in medical or psychological status and the conduct of more extensive examination and assessment when warranted by the findings of such review; and
- (c) Verification in writing by the qualified professional as to the individuals medical or psychological suitability for appointment as a peace officer, a copy of which shall be retained by the agency.

<sup>2</sup> Since determination of psychological suitability must be made in part on the basis of psychological test score information, as specified in this procedure, the testing is usually conducted by a licensed psychologist.

**Historical Note:**

Procedure C-2 was adopted and incorporated by reference into Commission Regulation 1002 on April 15, 1982, and amended on January 1, 1985, July 1, 1985, January 29, 1988, and May 23, 1997.

POST ADMINISTRATIVE MANUAL

COMMISSION PROCEDURE C-3  
LAW ENFORCEMENT CODE OF ETHICS

**Purpose**

**3-1. Code of Ethics:** To insure that all peace officers are fully aware of their individual responsibilities to maintain their own integrity and that of their agency, every peace officer, during basic training, or at the time of appointment, shall be administered the Law Enforcement Code of Ethics, as prescribed in Section 1013 of the Regulations.

**Code of Ethics**

**3-2. AS A LAW ENFORCEMENT OFFICER,** my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.

I WILL keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I WILL never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God<sup>(1)</sup> to my chosen profession...law enforcement.

<sup>1</sup>Reference to religious affirmation may be omitted where objected to by the officer.