

# ORIGINAL

## AGREEMENT FOR SERVICES #3754

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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 Cordico Psychological Corporation, a California 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; and

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

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

## **ARTICLE I**

### **Scope of Services:**

- 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, Probation Department, or 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, 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, court and civil service testimony. These services shall be provided on an "as requested" basis as required by County.

## **ARTICLE II**

**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 III**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three years from final execution date.

**ARTICLE IV**

**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 \$93,600.00.

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 V**

**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 VI**

**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 VII**

**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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor 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 Contractor's responsibilities to County during term hereof.

#### **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/Liability:** 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 terms of this Agreement. Contractor 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.

Contractor 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 Contractor or its employees.

## **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, 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 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 contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

### **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. 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.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement 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 upon seven (7) calendar days written notice by County without cause. 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 Contractor, 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, 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 addressed as follows:

COUNTY OF EL DORADO  
SHERIFF'S OFFICE  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BRYAN GOLMITZ- CAPTAIN

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 PACIFIC STREET  
PLACERVILLE, CA 95667  
ATTN: VERN PIERSON, DISTRICT ATTORNEY

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

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 the 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 pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County 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:** The Contractor 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 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of 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 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 the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- D. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. 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.
- F. Contractor 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, 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 the 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.
- G. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without 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.

- H. The Contractor'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 Contractor's insurance and shall not contribute with it.
- I. 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. 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.
- K. 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.
- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.
- N. 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 XVII**

**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 Contractor 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 XVIII**

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

#### **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 Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and 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, medical condition, marital status, age, 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 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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 shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XXI**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor 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 Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

## **ARTICLE XXIII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors 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 XXIV**

**County Business License:** 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 Code Section 5.08.070.

## **ARTICLE XXV**

**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 XXVI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Bryan Golmitz, Captain, Sheriff's Office, or successor, for the Probation Department is Rena Russell, Department Analyst, and Nancy V. Anderson, Executive Secretary, District Attorney's Office, 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 to the obligations set forth herein.

**ARTICLE XXVIII**

**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 XXIX**

**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.

**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**


**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.

**Requesting Contract Administrator Concurrence:**

By:   
Bryan Golcitz  
Captain  
Sheriff's Office

Dated: 3/7/19

**Requesting Department Head Concurrence:**

By:   
John D' Agostini,  
Sheriff  
Sheriff's Office

Dated: 3/13/19

**Requesting Contract Administrator Concurrence:**

By: Rena Russell  
Rena Russell,  
Department Analyst  
Probation Department

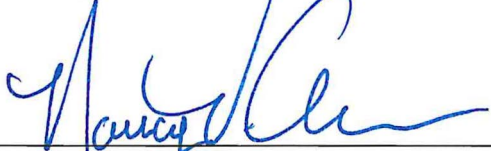
Dated: 3/6/2019

**Requesting Department Head Concurrence:**

By: Brian Richart  
Brian Richart,  
Chief Probation Office  
Probation Department


Dated: 3.11.19

**Requesting Contract Administrator Concurrence:**

By:   
\_\_\_\_\_  
Nancy V. Anderson,  
Executive Secretary  
District Attorney's Office

Dated: 3/11/19

**Requesting Department Head Concurrence:**

By:   
\_\_\_\_\_  
Vern Pierson,  
District Attorney  
District Attorney's Office

Dated: 3/11/19

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

-- COUNTY OF EL DORADO --

Dated: 4/2/2019

By: [Signature]  
Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

4/2/2019  
[Signature]

-- CONTRACTOR --

Cordico Psychological Corporation  
(A CALIFORNIA CORPORATION)

By: [Signature]  
Name BOVIE BLICK, Ph.D.  
Title PRESIDENT  
"Contractor"

Dated: 3/12/2019

By: [Signature]  
Corporate Secretary

Dated: 3/12/2019

(td)



## 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](http://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.

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