

AGREEMENT

35516

THIS AGREEMENT is made and entered, in duplicate, as of March 3, 2020, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 4, 2020, by and between PSYCHOLOGICAL CONSULTING ASSOCIATES, INC., a California corporation ("Contractor"), with a place of business at 10940 Wilshire Blvd. Suite 1600, Los Angeles, CA 90024, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with pre-employment psychological examination services ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals Number PD 19-049 ("RFP"), incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, an annual amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000), at the rates or charges shown in Exhibit "B".

1 B. City shall pay Contractor in due course of payments following
2 receipt from Contractor and approval by City of invoices showing the services or
3 task performed, the time expended (if billing is hourly), and the name of the Project.
4 Contractor shall certify on the invoices that Contractor has performed the services
5 in full conformance with this Agreement and is entitled to receive payment. Each
6 invoice shall be accompanied by a progress report indicating the progress to date
7 of services performed and covered by the invoice, including a brief statement of any
8 Project problems and potential causes of delay in performance, and listing those
9 services that are projected for performance by Contractor during the next invoice
10 cycle. Where billing is done and payment is made on an hourly basis, the parties
11 acknowledge that this arrangement is either customary practice for Contractor's
12 profession, industry or business, or is necessary to satisfy audit and legal
13 requirements which may arise due to the fact that City is a municipality.

14 C. Contractor represents that Contractor has obtained all
15 necessary information on conditions and circumstances that may affect its
16 performance and has conducted site visits, if necessary.

17 D. By executing this Agreement, Contractor warrants that
18 Contractor (a) has thoroughly investigated and considered the scope of services to
19 be performed, (b) has carefully considered how the services should be performed,
20 and (c) fully understands the facilities, difficulties and restrictions attending
21 performance of the services under this Agreement. If the services involve work upon
22 any site, Contractor warrants that Contractor has or will investigate the site and is
23 or will be fully acquainted with the conditions there existing, prior to commencement
24 of services set forth in this Agreement. Should Contractor discover any latent or
25 unknown conditions that will materially affect the performance of the services set
26 forth in this Agreement, Contractor must immediately inform the City of that fact and
27 may not proceed except at Contractor's risk until written instructions are received
28 from the City.

1 E. Contractor must adopt reasonable methods during the life of
2 the Agreement to furnish continuous protection to the work, and the equipment,
3 materials, papers, documents, plans, studies and other components to prevent
4 losses or damages, and will be responsible for all damages, to persons or property,
5 until acceptance of the work by the City, except those losses or damages as may
6 be caused by the City's own negligence.

7 F. CAUTION: Contractor shall not begin work until this
8 Agreement has been signed by both parties and until Contractor's evidence of
9 insurance has been delivered to and approved by City.

10 2. TERM. The term of this Agreement shall commence at midnight on
11 February 4, 2020, and shall terminate at 11:59 p.m. on February 3, 2022, unless sooner
12 terminated as provided in this Agreement, or unless the services or the Project is
13 completed sooner. This Agreement may be extended for three (3) additional one (1) year
14 periods, as approved by the City.

15 3. COORDINATION AND ORGANIZATION.

16 A. Contractor shall coordinate its performance with City's
17 representative, if any, named in Exhibit "C", attached to this Agreement and
18 incorporated by this reference. Contractor shall advise and inform City's
19 representative of the work in progress on the Project in sufficient detail so as to
20 assist City's representative in making presentations and in holding meetings on the
21 Project. City shall furnish to Contractor information or materials, if any, described in
22 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
23 perform any other tasks described in the Exhibit.

24 B. The parties acknowledge that a substantial inducement to City
25 for entering this Agreement was and is the reputation and skill of Contractor's key
26 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
27 reference. City shall have the right to approve any person proposed by Contractor
28 to replace that key employee.

1 4. INDEPENDENT CONTRACTOR. In performing its services,
2 Contractor is and shall act as an independent contractor and not an employee,
3 representative or agent of City. Contractor shall have control of Contractor's work and the
4 manner in which it is performed. Contractor shall be free to contract for similar services to
5 be performed for others during this Agreement; provided, however, that Contractor acts in
6 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
7 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
8 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
9 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
10 the usual and customary rights, benefits or privileges of City employees. Contractor
11 expressly warrants that neither Contractor nor any of Contractor's employees or agents
12 shall represent themselves to be employees or agents of City.

13 5. INSURANCE.

14 A. As a condition precedent to the effectiveness of this
15 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
16 duration of this Agreement, from insurance companies that are admitted to write
17 insurance in California and have ratings of or equivalent to A:V by A.M. Best
18 Company or from authorized non-admitted insurance companies subject to Section
19 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
20 by A.M. Best Company, the following insurance:

21 (a) Commercial general liability insurance (equivalent in scope to
22 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
23 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
24 coverage shall include but not be limited to broad form contractual liability,
25 cross liability, independent contractors liability, and products and completed
26 operations liability. City, its boards and commissions, and their officials,
27 employees and agents shall be named as additional insureds by
28 endorsement (on City's endorsement form or on an endorsement equivalent

1 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
2 shall contain no special limitations on the scope of protection given to City,
3 its boards and commissions, and their officials, employees and agents. This
4 policy shall be endorsed to state that the insurer waives its right of
5 subrogation against City, its boards and commissions, and their officials,
6 employees and agents.

7 (b) Workers' Compensation insurance as required by the California
8 Labor Code and employer's liability insurance in an amount not less than
9 \$1,000,000. This policy shall be endorsed to state that the insurer waives
10 its right of subrogation against City, its boards and commissions, and their
11 officials, employees and agents.

12 (c) Professional liability or errors and omissions insurance in an
13 amount not less than \$1,000,000 per claim.

14 (d) Commercial automobile liability insurance (equivalent in scope
15 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
16 amount not less than \$500,000 combined single limit per accident.

17 B. Any self-insurance program, self-insured retention, or
18 deductible must be separately approved in writing by City's Risk Manager or
19 designee and shall protect City, its officials, employees and agents in the same
20 manner and to the same extent as they would have been protected had the policy
21 or policies not contained retention or deductible provisions.

22 C. Each insurance policy shall be endorsed to state that coverage
23 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
24 written notice to City, shall be primary and not contributing to any other insurance
25 or self-insurance maintained by City, and shall be endorsed to state that coverage
26 maintained by City shall be excess to and shall not contribute to insurance or self-
27 insurance maintained by Contractor. Contractor shall notify City in writing within five
28 (5) days after any insurance has been voided by the insurer or cancelled by the

1 insured.

2 D. If this coverage is written on a "claims made" basis, it must
3 provide for an extended reporting period of not less than one hundred eighty (180)
4 days, commencing on the date this Agreement expires or is terminated, unless
5 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
6 continuing coverage for a period of not less than three (3) years, commencing on
7 the date this Agreement expires or is terminated.

8 E. Contractor shall require that all sub-contractors or contractors
9 that Contractor uses in the performance of these services maintain insurance in
10 compliance with this Section unless otherwise agreed in writing by City's Risk
11 Manager or designee.

12 F. Prior to the start of performance, Contractor shall deliver to City
13 certificates of insurance and the endorsements for approval as to sufficiency and
14 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
15 insurance, furnish to City certificates of insurance and endorsements evidencing
16 renewal of the insurance. City reserves the right to require complete certified copies
17 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
18 time. Contractor shall make available to City's Risk Manager or designee all books,
19 records and other information relating to this insurance, during normal business
20 hours.

21 G. Any modification or waiver of these insurance requirements
22 shall only be made with the approval of City's Risk Manager or designee. Not more
23 frequently than once a year, City's Risk Manager or designee may require that
24 Contractor, Contractor's sub-Contractors and contractors change the amount,
25 scope or types of coverages required in this Section if, in his or her sole opinion, the
26 amount, scope or types of coverages are not adequate.

27 H. The procuring or existence of insurance shall not be construed
28 or deemed as a limitation on liability relating to Contractor's performance or as full

1 performance of or compliance with the indemnification provisions of this Agreement.

2 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
3 contemplates the personal services of Contractor and Contractor's employees, and the
4 parties acknowledge that a substantial inducement to City for entering this Agreement was
5 and is the professional reputation and competence of Contractor and Contractor's
6 employees. Contractor shall not assign its rights or delegate its duties under this
7 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
8 of City, except that Contractor may with the prior approval of the City Manager of City,
9 assign any moneys due or to become due Contractor under this Agreement. Any
10 attempted assignment or delegation shall be void, and any assignee or delegate shall
11 acquire no right or interest by reason of an attempted assignment or delegation.
12 Furthermore, Contractor shall not subcontract any portion of its performance without the
13 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
14 or contractor without approval prior to the substitution. Nothing stated in this Section shall
15 prevent Contractor from employing as many employees as Contractor deems necessary
16 for performance of this Agreement.

17 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
18 certifies that, at the time Contractor executes this Agreement and for its duration,
19 Contractor does not and will not perform services for any other client which would create a
20 conflict, whether monetary or otherwise, as between the interests of City and the interests
21 of that other client. And, Contractor shall obtain similar certifications from Contractor's
22 employees, sub-Contractors and contractors.

23 8. MATERIALS. Contractor shall furnish all labor and supervision,
24 supplies, materials, tools, machinery, equipment, appliances, transportation and services
25 necessary to or used in the performance of Contractor's obligations under this Agreement,
26 except as stated in Exhibit "D".

27 9. OWNERSHIP OF DATA. All materials, information and data
28 prepared, developed or assembled by Contractor or furnished to Contractor in connection

1 with this Agreement, including but not limited to documents, estimates, calculations,
2 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
3 models, reports, summaries, drawings, designs, notes, plans, information, material and
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
5 and City shall have the unrestricted right to use and disclose the Data in any manner and
6 for any purpose without payment of further compensation to Contractor. Copies of Data
7 may be retained by Contractor but Contractor warrants that Data shall not be made
8 available to any person or entity for use without the prior approval of City. This warranty
9 shall survive termination of this Agreement for five (5) years.

10 10. TERMINATION. Either party shall have the right to terminate this
11 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
12 prior notice to the other party. In the event of termination under this Section, City shall pay
13 Contractor for services satisfactorily performed and costs incurred up to the effective date
14 of termination for which Contractor has not been previously paid. The procedures for
15 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
16 termination, Contractor shall deliver to City all Data developed or accumulated in the
17 performance of this Agreement, whether in draft or final form, or in process. And,
18 Contractor acknowledges and agrees that City's obligation to make final payment is
19 conditioned on Contractor's delivery of the Data to City.

20 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
21 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
22 performing its services, during the term of this Agreement and for five (5) years following
23 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
24 all information, whether written, oral or visual, obtained by any means whatsoever in the
25 course of performing its services for the same period of time. Contractor shall not disclose
26 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
27 of others except for the purpose of this Agreement.

28 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a

1 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
2 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
3 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
4 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
5 to subpoena or court order.

6 13. ADDITIONAL SERVICES. The City has the right at any time during
7 the performance of the services, without invalidating this Agreement, to order extra work
8 beyond that specified in the RFP or make changes by altering, adding to or deducting from
9 the work. No extra work may be undertaken unless a written order is first given by the City,
10 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
11 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
12 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
13 City Representative. Any greater increases, taken either separately or cumulatively, must
14 be approved by the City Council. It is expressly understood by Contractor that the
15 provisions of this paragraph do not apply to services specifically set forth in the RFP or
16 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
17 the services to be provided pursuant to the RFP may be more costly or time consuming
18 than Contractor anticipates and that Contractor will not be entitled to additional
19 compensation for the services set forth in the RFP.

20 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
21 from any amount payable to Contractor (whether or not arising out of this Agreement) any
22 amounts the payment of which may be in dispute or that are necessary to compensate the
23 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
24 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
25 performing or failing to perform Contractor's obligations under this Agreement. In the event
26 that any claim is made by a third party, the amount or validity of which is disputed by
27 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
28 City may withhold from any payment due, without liability for interest because of the

1 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
2 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
3 indemnify and protect the City as elsewhere provided in this Agreement.

4 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
5 amended, nor any provision or breach waived, except in writing signed by the parties which
6 expressly refers to this Agreement.

7 16. LAW. This Agreement shall be construed in accordance with the laws
8 of the State of California, and the venue for any legal actions brought by any party with
9 respect to this Agreement shall be the County of Los Angeles, State of California for state
10 actions and the Central District of California for any federal actions. Contractor shall cause
11 all work performed in connection with construction of the Project to be performed in
12 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
13 county or municipal governments or agencies (including, without limitation, all applicable
14 federal and state labor standards, including the prevailing wage provisions of sections 1770
15 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
16 marshal, health officer, building inspector, or other officer of every governmental agency
17 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
18 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
19 conflict with any applicable laws, but the remainder of the Agreement will remain in full
20 force and effect.

21 17. PREVAILING WAGES.

22 A. Consultant agrees that all public work (as defined in California
23 Labor Code section 1720) performed pursuant to this Agreement (the "Public
24 Work"), if any, shall comply with the requirements of California Labor Code sections
25 1770 *et seq.* City makes no representation or statement that the Project, or any
26 portion thereof, is or is not a "public work" as defined in California Labor Code
27 section 1720.

28 B. In all bid specifications, contracts and subcontracts for any

1 such Public Work, Consultant shall obtain the general prevailing rate of per diem
2 wages and the general prevailing rate for holiday and overtime work in this locality
3 for each craft, classification or type of worker needed to perform the Public Work,
4 and shall include such rates in the bid specifications, contract or subcontract. Such
5 bid specifications, contract or subcontract must contain the following provision: "It
6 shall be mandatory for the contractor to pay not less than the said prevailing rate of
7 wages to all workers employed by the contractor in the execution of this contract.
8 The contractor expressly agrees to comply with the penalty provisions of California
9 Labor Code section 1775 and the payroll record keeping requirements of California
10 Labor Code section 1771."

11 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
12 constitutes the entire understanding between the parties and supersedes all other
13 agreements, oral or written, with respect to the subject matter in this Agreement.

14 19. INDEMNITY.

15 A. Consultant shall indemnify, protect and hold harmless City, its
16 Boards, Commissions, and their officials, employees and agents ("Indemnified
17 Parties"), from and against any and all liability, claims, demands, damage, loss,
18 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
19 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
20 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
21 in part, out of or in connection with (1) Consultant's breach or failure to comply with
22 any of its obligations contained in this Agreement, including all applicable federal
23 and state labor requirements including, without limitation, the requirements of
24 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
25 omissions or misrepresentations committed by Consultant, its officers, employees,
26 agents, subcontractors, or anyone under Consultant's control, in the performance
27 of work or services under this Agreement (collectively "Claims" or individually
28 "Claim").

1 B. In addition to Consultant's duty to indemnify, Consultant shall
2 have a separate and wholly independent duty to defend Indemnified Parties at
3 Consultant's expense by legal counsel approved by City, from and against all
4 Claims, and shall continue this defense until the Claims are resolved, whether by
5 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
6 breach, or the like on the part of Consultant shall be required for the duty to defend
7 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
8 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
9 in the defense.

10 C. If a court of competent jurisdiction determines that a Claim was
11 caused by the sole negligence or willful misconduct of Indemnified Parties,
12 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
13 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
14 percentage of willful misconduct attributed by the court to the Indemnified Parties.

15 D. The provisions of this Section shall survive the expiration or
16 termination of this Agreement.

17 20. FORCE MAJEURE. If any party fails to perform its obligations
18 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
19 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
20 governmental regulations, governmental controls, judicial orders, enemy or hostile
21 governmental action, civil commotion, fire or other casualty, or other causes beyond the
22 reasonable control of the party obligated to perform, then that party's performance will be
23 excused for a period equal to the period of such cause for failure to perform.

24 21. AMBIGUITY. In the event of any conflict or ambiguity between this
25 Agreement and any Exhibit, the provisions of this Agreement shall govern.

26 22. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Contractor shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
3 disability. Contractor shall ensure that applicants are employed, and that employees
4 are treated during their employment, without regard to these bases. These actions
5 shall include, but not be limited to, the following: employment, upgrading, demotion
6 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
7 or other forms of compensation; and selection for training, including apprenticeship.

8 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
9 accordance with the provisions of the Ordinance, this Agreement is subject to the
10 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
11 Long Beach Municipal Code, as amended from time to time.

12 A. During the performance of this Agreement, the Consultant
13 certifies and represents that the Consultant will comply with the EBO. The
14 Consultant agrees to post the following statement in conspicuous places at its place
15 of business available to employees and applicants for employment:

16 "During the performance of a contract with the City of Long Beach, the
17 Consultant will provide equal benefits to employees with spouses and its
18 employees with domestic partners. Additional information about the City of
19 Long Beach's Equal Benefits Ordinance may be obtained from the City of
20 Long Beach Business Services Division at 562-570-6200."

21 B. The failure of the Consultant to comply with the EBO will be
22 deemed to be a material breach of the Agreement by the City.

23 C. If the Consultant fails to comply with the EBO, the City may
24 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
25 to become due under the Agreement may be retained by the City. The City may
26 also pursue any and all other remedies at law or in equity for any breach.

27 D. Failure to comply with the EBO may be used as evidence
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

2 E. If the City determines that the Consultant has set up or used its
3 contracting entity for the purpose of evading the intent of the EBO, the City may
4 terminate the Agreement on behalf of the City. Violation of this provision may be
5 used as evidence against the Consultant in actions taken pursuant to the provisions
6 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

7 24. NOTICES. Any notice or approval required by this Agreement shall
8 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
9 postage prepaid, addressed to Contractor at the address first stated above, and to City at
10 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
11 to the City Clerk at the same address. Notice of change of address shall be given in the
12 same manner as stated for other notices. Notice shall be deemed given on the date
13 deposited in the mail or on the date personal delivery is made, whichever occurs first.

14 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
15 that Contractor has not employed or retained any entity or person to solicit or obtain this
16 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
17 commission or other monies based on or from the award of this Agreement. If Contractor
18 breaches this warranty, City shall have the right to terminate this Agreement immediately
19 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
20 due under this Agreement or otherwise recover the full amount of the fee, commission or
21 other monies.

22 26. WAIVER. The acceptance of any services or the payment of any
23 money by City shall not operate as a waiver of any provision of this Agreement or of any
24 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
25 Agreement shall not constitute a waiver of any other or subsequent breach of this
26 Agreement.

27 27. CONTINUATION. Termination or expiration of this Agreement shall
28 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

18, 21 and 28 prior to termination or expiration of this Agreement.

28. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN), or Contractor's Social Security Number if Contractor does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Contractor acknowledges and agrees that City has no obligation to pay Contractor until Contractor provides one of these numbers.

29. ADVERTISING. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

30. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.

31. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 PSYCHOLOGICAL CONSULTING
4 ASSOCIATES, INC., a California
5 corporation

6 March 11, 2020

By Gina Gallivan, PhD, ABPP
7 Name Gina Gallivan, PhD, ABPP
8 Title President

9 March 17, 2020

By Michael J. Gallivan
10 Name Michael Gallivan
11 Title Vice President

12 "Contractor"

13 CITY OF LONG BEACH, a municipal
14 corporation

15 March 30, 2020

By Rebecca J. Lanna
16 EXECUTED PURSUANT
17 TO SECTION 301 OF
18 THE CITY CHARTER

19 "City"

20 This Agreement is approved as to form on March 27, 2020.

21 CHARLES PARKIN, City Attorney

22 By [Signature]
23 Deputy

EXHIBIT “A”

Scope of Work/Services



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

City of Long Beach
Request For Proposals Number RFP PD 19-049
For
Pre-Employment Psychological Examination Services

Release Date:	02/22/2019
Questions Due to the City:	03/01/2019
Posting of the Q & A:	03/07/2019
Due Date:	03/14/2019

City Contact: Michelle King Buyer II 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name Psychological Consulting Associates Inc Contact Person Gina Gallivan

Address 10940 Wilshire Blvd., STE 1800 City Los Angeles State CA Zip 90024

Telephone (424) 951-1285 Fax (310) 443-4162 Federal Tax ID No. [REDACTED]

E-mail: PCAIncorporated@gmail.com

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 03-13-19

Signed Gina Gallivan, PhD ABPP

Print Name & Title Gina Gallivan - President/Owner

Rev 2016 0919

PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.

10940 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024

Office: 424-289-0299 Fax: 310-443-4220

Email: pcaincorporated@gmail.com

Website: www.HelpForPolice.com

Gina L. Gullivan, Ph.D., A.B.P.P.

Licensed Clinical Psychologist PSY18184

March 12, 2019

City of Long Beach
Purchasing Division
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Re: Proposal to Provide Comprehensive Psychological Services to the Long Beach Police Department

Dear Evaluation Committee:

I have had the honor of working with public safety agencies in Southern California for over 20 years, and I have had the privilege of serving the Long Beach Police Department since 2012.

Pursuant to the City of Long Beach Request for Proposals Number PD19-049 for Pre-Employment Psychological Examination Services, this correspondence serves as a proposal to provide continued Psychological Services to the Long Beach Police Department.

Psychological Examination Services will be provided by me, Gina Gullivan, Ph.D., A.B.P.P. through my corporation, Psychological Consulting Associates, Inc., herein referred to as PCA, Inc. PCA, Inc. was established on May 16th, 2003. The website for PCA, Inc. is www.helpforpolice.com. My mission is to provide professional, responsible, and compassionate care for those who give so much to the communities they serve.

I am a Licensed Clinical Psychologist in the State of California, License Number PSY18184, and I have been Board Certified in Police and Public Safety Psychology since 2011. I am currently serving as the Education Chair and Executive Board Member for the Police Psychological Services Section for the International Association of Chiefs of Police.

Since 1998, I have committed my entire practice of clinical and consulting psychology to law enforcement. My experience in psychology extends back to 1994. My law enforcement training began at the Los Angeles County Sheriff's Department where I completed a pre-doctoral internship and a post-doctoral fellowship in law enforcement psychology. Additionally, I have extensive experience in the areas of trauma and substance abuse. I am presently contracted with, and I have conducted countless psychological evaluations for over 65 public safety agencies in the state of California. There have been no legal actions related to my services. The methods I use are fiscally responsible, and have no adverse impact.

To support the psychological services I provide, I have a team of contracted individuals to assist in the day to day operations of my practice. This team consists of the following individuals:

Karla Macareno: Karla, serves in the capacity as Office Manager and Testing Proctor. In addition to the office administrative duties, Karla administers all testing material to the candidates and performs the computerized score test results. She has provided continued support to Dr. Gallivan for more than five years.


Julie Porter: Julie, greets all candidates in the waiting area of the office suite and provides each individual with an "intake package" which serves as a preliminary questionnaire for the candidate to complete, including: name, date of birth, police department interviewing with etc.

Derderian & Co., CPA's: Led by Shahan Derderian, CPA, his team of associates serves as the accountants and proposal/contract specialists with various police departments. Derderian & Co. provides all aspects of financial management, and are responsible for the timely billing and collections of services provided.

This proposal serves as Psychological Consulting Associates, Inc. acceptance of the terms and conditions outlined in the RFP and Pro Forma Agreement. Psychological Consulting Associates, Inc. acknowledges receipt of all amendments and/or addenda to the RFP. Psychological Consulting Associates, Inc. accepts full commitment of all projects in its entirety during the duration of the contract period and can provide virtually 100% of all services outlined per the RFP and Pro Forma Agreement.

I look forward to the opportunity to continue my positive working relationship with the Long Beach Police Department, and to continue providing quality service to the City of Long Beach.

Respectfully Submitted,


Gina L. Gallivan, Ph.D., ABPP
Psychological Consulting Associates, Inc.

Narrative/Technical Proposal

PCA, Inc., is under the leadership of Dr. Gina L. Gallivan whose clinical psychology background and practice extends back to 1998. PCA, Inc. will follow the traditional P.O.S.T Model as Influenced by the ADA which comprises of the following two components:

- **The Pre-Offer Component:**
 - Written Civil Service Exam
 - Physical Agility Test
 - Oral Board
 - Pre-Offer Background
 - Pre-Offer Polygraph
- **The Post-Offer Component:**
 - Psychological
 - Medical

Psychological Pre-Employment Examinations will be conducted by using a battery of psychological tests and a clinical interview conducted by Dr. Gallivan, a clinical licensed psychologist and her supporting staff. A P.O.S.T Psychological Evaluation summary report is provided that gives the details and results of all tests administered and the clinical review.

The assessment techniques used are as follows:

1. **Minnesota Multiphasic Personality Inventory-2nd Edition:** The MMPI-2 is used as a clinical testing instrument and consists of 567 questions and takes approximately 60 to 90 minutes to complete. This test assess and diagnose mental illness and is used as a screening instrument especially in high risks jobs.
2. **CPI Police & Public Safety Selection Report Form 434:** This special report is based on the 434-item version of the California Psychological Inventory and is designed to improve the accuracy and fairness of employment screenings. The features of tis test include the following:
 - Risk statements, estimates the likelihood that the applicant will demonstrate specific selection relevant problems.
 - CPI Scale Profiles, allows the applicant's test scores to be compared to those of applicants subsequently hired, that allows the psychologist evaluating the applicant with the same gender and ethnicity to rule out pertinent ethnic and gender determinants of scale scores.
 - A list of individual "selection-relevant" CPI such as indicators of possible job performance problems.

- A summary list of CPI scales for which the applicant's scores are favorable or unfavorable indicators of the applicant's likely performance on specific job functions or job problem areas.
3. **WPT Wonderlic Assessment Form II:** This is a cognitive aptitude ability test that measures a candidate's ability to learn, adapt, solve problems and understand instructions.
 4. **Sentence Completion:** This is a personality assessment test that uses a sentence completion technique by word association methods.
 5. **Review of the Background Information:** Provided by Applicant via questionnaire and review of background material provided by the Police Department.
 6. **Clinical Interview:** Conducted by Dr. Gina Gallivan. See attached sample analysis of clinical interview provided for reference.
 7. **Mental Status Exam & Behavioral Observations**

Upon completion of the risk assessments, the findings will be classified according to **High, Moderate, or Low Risk** and **Indeterminable** ratings for job related deficiencies. Candidates with a High Risk rating on one or more dimensions do not meet qualification standards. Candidates with one or more Moderate Risk rating do meet the qualification standards, but reveal an elevated potential for performance problems that may be lowered through training, experience, and/or supervision. Candidates with a Low Risk rating are considered suitable for a position. Candidates with dimensions checked "Indeterminable" cannot be assessed because the applicant has responded to the assessment process with excessive defensiveness and underreporting. A finding of Indeterminable on one or more Dimensions indicates the need for the Department to verify the accuracy of the applicant's self-reported behavior in all phases of the selection process.

The risk ratings for job related deficiencies are determined in the following psychological competencies:

- **Cluster 1: Interpersonal Behavior**
 - **Social Competence:** Communication and interaction with others in a respectful and tactful manner and showing sensitivity and concern in one's daily interactions.
 - **Teamwork:** Working effectively well with others to accomplish goals, as well as subordinating personal interests for the good of the working group and agency.
 - **Assertiveness:** Involves taking control of situations in a calm and appropriately assertive manner, even under dangerous or adverse conditions.

- **Respect for Chain of Command:** Responsive to authority and supports organization.
- **Cluster 2: Judgment and Adaptability**
 - **Decision-Making and Judgment:** Involves common sense, and the ability to make sound decisions, demonstrated by the ability to size up situations quickly and take the appropriate action.
 - **Adaptability and Flexibility:** The ability to change gears and easily adjust to the many different, sudden, and sometimes competing and sometimes competing demands inherent in emergency work.
- **Cluster 3: Emotional Control**
 - **Emotional Regulation and Stress Tolerance:** Involves the ability to maintain composure and stay in control, particularly during life-threatening, time-critical events and other stressful situations.
 - **Avoiding Substance Abuse and Other Risk-Taking Behavior:** Involves avoiding participation in behavior that is inappropriate, self-damaging, and can adversely impact organizational functioning.
 - **Impulse Control/Attention to Safety:** Involves taking proper precautions and avoiding impulsive and/or unnecessarily risky behavior to ensure both public and personal safety,
- **Cluster 4: Work Attitudes**
 - **Conscientiousness/Dependability:** Involves diligent, reliable, conscientious work patterns; performing in a timely manner in accordance with rules and regulations and agency policies
 - **Integrity/Ethics:** Involves maintaining high standards of personal conduct which consists of attributes such as honesty, impartiality, trustworthiness, and abiding laws, regulations and procedures.
- **Cluster 5: Communication/Learning Skills**
 - **Communication Abilities:** Effective oral and written communication skills, command of the English language and active listening skills.
 - **Problem Solving/Learning:** Comprehends new information and applies what has been learned to on-the-job situations.

This proposal serves as Psychological Consulting Associates, Inc. acceptance of the terms and conditions outlined in the RFP and Pro Forma Agreement. Please see the attached **Appendices II: Sample of Post Offer Psychological Evaluation and Clinical Review** that will be provided by Dr. Gina Gallivan.

GINA L. GALLIVAN, PH.D, ABPP

(FORMERLY GINA L. DEBERNARDO, PH.D.)

Licensed Clinical Psychologist #PSY18184

Board Certified in Police and Public Safety Psychology

Psychological Consulting Association, Inc.

10940 Wilshire Boulevard, Suite 1600, Los Angeles, California 90024

Office Telephone: (424) 289-0299 Office E-mail: pcaincorporated@gmail.com

Personal Cell Phone: (310) 951-1282 Personal E-mail: ginalde@aol.com

CURRICULUM VITAE

LICENSE

State of California. Licensed 04/15/2002. License #: PSY18184

ABPP Specialty Board Certification in Police & Public Safety Psychology
Certified 10/2011: Certification Diploma #: 6999

WEBSITE:

www.helpforpolice.com

PROFESSIONAL EXPERIENCE

- | | |
|---------------|--|
| 10/18-Present | Education Chair and Executive Board Member. Police Psychological Services Section International Association of Chiefs of Police. |
| 04/02-Present | Private Practice / Clinical Psychologist, Los Angeles, CA. Providing psychological services to over 60 police and public safety agencies in Southern California. Providing psychotherapy, management consultation, fitness for duty evaluations, trainings, pre-employment evaluations, critical incident stress (and officer involved shooting) debriefings for emergency workers including: firefighters, dispatchers, coroners, crime scene investigators, emergency medical technicians, military personnel, police officers and their families. |
| 06/01-06/02 | Law Enforcement Psychologist, Los Angeles County Sheriff's Department, CA. Provided therapy for sworn and civilian families, couples, and individuals. Provided training to civilian personnel and deputy recruits at the Sheriff's Training Academy. Providing critical incident stress debriefings and officer involved shooting debriefings. Providing consultation and training to deputy sheriffs and detectives regarding mentally ill inmates and sex offenders. |

08/00- 4/02	Staff Clinician, S.H.A.R.P. - L.A. (Social Habilitation and Relapse Prevention Program) Forensic Outpatient Program, Los Angeles, CA. Individual and group psychotherapy, and psychological evaluation of male registered sex offenders with substance abuse histories and dually diagnosed male parolees. Completed Intakes and Initial assessment screening services. Interviewed, administered and interpreted psychodiagnostic assessments, risk assessments, and provided individualized treatment plans. Conducted relapse prevention therapy. Trained interns.
09/00-06/01	Pre-Doctoral Psychology Intern, Los Angeles County Sheriff's Department. Provided Individual, couple, and family therapy for sworn and civilian employees of the Los Angeles County Sheriff's Department.
06/99 - 06/00	Pre-Doctoral Psychology Intern, West Valley Mental Health Center, Canoga Park, CA. Provided Individual and group counseling, evaluation, psychological and neuro-psychological assessment of adults with chronic and severe mental illnesses, and the dually diagnosed. Provided evaluations and treatment for individuals with developmental disabilities.
08/98 - 05/99	Practicum Intern, Twin Towers Correctional Facility, Forensic Outpatient Treatment Program, Los Angeles, CA. Counseled and psychologically evaluated mentally ill and dually diagnosed inmates, and sex offenders.
08/97 - 05/98	Counselor, The Rehabilitation Institute at Santa Barbara, CA. Counseled patients with brain injuries, spinal cord injuries, orthopedic problems, and chronic pain. Conducted neuropsychological evaluations and treatment of brain injured patients.
07/95 - 07/96	Social Worker, Optimist Foster Family Agency, Los Angeles, CA Counseled and provided case management of emotionally, physically, and sexually abused foster children with behavioral problems and developmental disabilities. Provided therapy for child abusers, couples, individuals, and foster families. Developed treatment plans and performed child custody evaluations. Provided crisis counseling and consultation.
08/94 - 05/95	Counselor, Didi Hirsch Mental Health Center (formerly, Family Services of Los Angeles), Los Angeles, CA. Counseled families, couples, and individuals with marriage and family problems, grief issues, child custody concerns, substance disorders, and chronic and severe mental illnesses. Conducted psychological evaluations and provided court mandated psychotherapy to perpetrators of child abuse and domestic violence.

- 08/94 - 12/94 **Counselor, J.O.T.I. (Juvenile Offenders Treatment Initiative) Program, Los Angeles, CA.** Provided individual and group counseling of adolescent male gang members, juvenile sex offenders, and other high risk adolescents with chemical dependencies.
- 01/95 - 05/95 **School Counselor, Rosemont Elementary School, Los Angeles, CA.** Provided counseling for children with divorce and grief issues, behavioral problems, and developmental disabilities. Recruited volunteers to tutor children in math and English.
- 05/94 - 08/94 **Intern, The Excelsior House, Inglewood, CA.** Provided counseling for adults with chronic/severe mental illnesses and co-occurring substance disorders.

EDUCATION

Alliant International University, Los Angeles, CA.

Ph.D. Clinical Psychology. 08/96-06/01

Clinical emphasis in Forensic and Law Enforcement Psychology
Master's Degree. Clinical Psychology.

University of Southern California, Los Angeles, CA.

Master's Degree. Marriage, Family, and Child Counseling. 08/93-05/95

Mt. St. Mary's College, Los Angeles, CA.

Bachelor's Degree. Psychology. 08/90-12/92

University of San Francisco, CA. 08/87-05/8

RESEARCH EXPERIENCE

- 01/00 - 09/01 **Independent Research Project.** Investigated the relationship between personal history factors and comorbid psychiatric and substance abuse disorders.
- 08/97-11/00 **Dissertation.** A revisiting of self-esteem: A comparison of predictor variables found in the 1960's and 1970's to predictor variables found in the 1990's.
- 10/98 - 05/99 **Research Assistant, Twin Towers Correctional Facility, Los Angeles, CA.** Conducted psychodiagnostic evaluations to determine various psychological and demographic characteristics of Los Angeles County Jail inmates.
- 10/97 - 06/98 **Research Consultant, Children's Hospital, Los Angeles, CA.** Organized and conducted a quality of life study for children with cancer.

- 06/92 - 08/93 Research Assistant, Mental Retardation Research Center, U.C.L.A. Neuropsychiatric Institute. Data Analysis of anatomical specimens, assisted research investigators in image acquisition and processing, and provided advice about preparation of specimens for microscopic viewing and computer analysis.
- 01/92 - 06/92 Research Intern, U.C.L.A. Neuroimmunology Laboratory. Performed histochemical and immunohistochemical procedures.

CONFERENCE/PROFESSIONAL PRESENTATIONS

A list available upon request. Public speaking engagements and trainings have been provided on a regular basis (no less than 10 times per year, over 20 years).

TEACHING EXPERIENCE

- 03/19-Present Founder, Southern California Public Safety Wellness Program at Golden West Police Academy.
Generated a training curriculum that will serve police and public safety employees in Southern California.
- 01/19-Present Founder, Southern California Regional Peer Support Team. Regionalized peer support teams in Southern California. Teams have been deployed in critical incidents such as line of duty deaths, police suicides, and mass shootings. Provide regular trainings to peer support counselors, and psychologists.
- 11/00-Present Peer Support Training. Provide training to employees of multiple Police and Fire Departments in Southern California.
- 09/00 - 12/00 Group Therapy Training. Instructed pre-doctoral psychology interns about cognitive behavioral interventions and conducting group therapy with sex offenders with substance abuse histories.
- 11/16/00 Los Angeles County Sheriff's Department Peer Support Training. Instructed sworn officers in basic counseling skills and making appropriate referrals.
- 01/93 - 06/93 Teaching Assistant, D.D.I.P. (Developmental Disabilities Immersion Program) Class, U.C.L.A. Instructed students in obtaining and analyzing data.
- 08/92 - 12/92 Teaching Assistant, Mt. St. Mary's College, Los Angeles, CA. Organized and conducted graduate level and undergraduate level neuroanatomy laboratories.

PROFESSIONAL MEMBERSHIPS/ORGANIZATIONS

International Association for the Chiefs of Police, Psychological Services Section

Society for Police and Criminal Psychology

American Psychological Association, Division 18

International Society for Traumatic Stress

ORGANIZATIONAL ACTIVITIES

Chairperson, Safeguarding the Children Parish Committee, St. Martin of Tours Catholic School.

Vice-President, Parish Council, St. Martin of Tours Catholic Church.

Assistant Scout Master of Troop 223, Scouts of America Program (formerly, Boy Scouts of America Program).

Co-Founder, Cub Scouts Troop 078, St. Martin of Tours Catholic School.

CONTINUING EDUCATION IN POLICE AND PUBLIC SAFETY PSYCHOLOGY ATTENDED SINCE 2013:

<u>Course Title</u>	<u>Provider Name</u>	<u>Date</u>	<u>CPE Hours</u>
2013 Psychological Screening Program Training	California Department of Human Resources	7/16/2013	12
Legal Update for Law Enforcement Psychologists	IACP Conference - PPSS 2013	10/19/2013	1
Reasoning Errors in Ethical Decision Making	IACP Conference - PPSS 2013	10/19/2013	1
Advances in Increasing the Professionalism of Police and Public Safety Psychology: A New Era of Recognition and Responsibility	IACP Conference - PPSS 2013	10/19/2013	1
Current Issues in Police Psychology	IACP Conference - PPSS 2013	10/20/2013	2
The Time Has Come for Electronic Recording of Pre-Employment and Fitness-for-Duty Evaluations	IACP Conference - PPSS 2013	10/20/2013	1
A Comparison of Police Applicants Who Are Military	IACP Conference -	10/20/2013	1

<u>Veterans vs Applicants Who Are Not Veterans on Behavioral History, Psychological Test Scales and Likelihood of Receiving a Job Offer</u>	PPSS 2013		
<u>Contemporary Methods for Improving Assessment Outcomes</u>	IACP Conference - PPSS 2013	10/20/2013	1
<u>Psychological Testing for Law Enforcement</u>	CalHR Psychological Screening Program	1/8/2014	12
<u>CalHR Training - Evaluating Candidates for CHP</u>	CalHR Psychological Screening Program	8/25/2014	8
<u>CalHR Training - Preemployment Screening</u>	CalHR Psychological Screening Program	8/26/2014	6
<u>Society for Police and Criminal Psychology (SPCP) Annual Conference 2014</u>	SPCP	9/19/2014	5
<u>IACP 2014 - Ethical Standards Associated with the New Fitness-for-Duty Evaluation and Proposed Pre-Employment Psychological Evaluation Guidelines</u>	IACP - PPSS 2014	10/25/2014	1
<u>IACP 2014 - Legal and Ethical Issues with Pre-Employment Psychological Evaluations</u>	IACP - PPSS 2014	10/25/2014	1
<u>IACP 2014 - Impact of legalized and medical marijuana on the selection of police applicants</u>	IACP - PPSS 2014	10/26/2014	1
<u>IACP 2014 - Assessing cultural competence in police officers</u>	IACP - PPSS 2014	10/26/2014	1
<u>IACP 2014 - MMPI-2-RF Police Candidate Interpretive Report</u>	IACP - PPSS 2014	10/26/2014	1
<u>IACP 2014 - Research versus informed opinion: Which characteristics identify successful officer performance?</u>	IACP - PPSS 2014	10/26/2014	0.5
<u>IACP 2014 - Legal Update: Police Psychological Services Section</u>	IACP - PPSS 2014	10/26/2014	1
<u>POST Psychological Screening Workshop</u>	Commission on POST	7/18/2015	22
<u>IACP 2015 - Legal Update for Law Enforcement Psychologists</u>	IACP - PPSS	10/24/2015	1
<u>IACP 2015 - The Incremental Validity of Using Personality Assessment and Biographical History in Predicting Academy Success</u>	IACP - PPSS	10/25/2015	1
<u>IACP 2015 - Current Issues in Police Psychology</u>	IACP - PPSS	10/25/2015	2
<u>JR&A Users' Conference (2016)</u>	Johnson, Roberts & Associates	10/14/2016	7
<u>IACP 2016 - Legal Update: Police Psychological Services Section</u>	IACP - PPSS	10/15/2016	1
<u>IACP 2016 - Enhancing the Efficiency and Science of Pre-Employment Psychological Screening through Research</u>	IACP - PPSS	10/15/2016	1

Collaboration			
<u>IACP 2016 - Assessment Protocols, Procedures, and Pass Rates for Psychological Evaluations of Police Candidates: A Contemporary National Survey</u>	IACP - PPSS	10/15/2016	1
<u>JR&A Users' Conference (2017)</u>	Johnson, Roberts and Associates (JR&A)	10/20/2017	7
<u>IACP 2017 - The Importance of Assessing Executive Functioning in Police and Fire Applicants</u>	IACP - PPSS	10/21/2017	1
<u>IACP 2017 - Legal Update</u>	IACP - PPSS	10/21/2017	1.5
<u>IACP 2017 - Ethical Considerations in Psychology Service Implementation: Chiefs' and Psychologists' Perspectives</u>	IACP - PPSS	10/21/2017	0.25
<u>JR&A Users Conference (2018)</u>	Johnson, Roberts, and Associates	10/5/2018	6
<u>IACP 2018 - The Perils of Overcontrolled Behavior in Police Officer Recruits</u>	IACP - PPSS	10/6/2018	1
<u>IACP 2018 - Culturally Competent Assessment in Police and Public Safety Psychology</u>	IACP - PPSS	10/7/2018	1.5
<u>IACP 2018 - Detecting Deception during High Stakes Interviews</u>	IACP - PPSS	10/7/2018	1
<u>IACP 2018 - Legal Update (PPSS)</u>	IACP - PPSS	10/7/2018	2
<u>IACP 2018 - Medications Use: What Do Police Psychologists Need to Know?</u>	IACP - PPSS	10/7/2018	1.5
<u>POST Peace Officer Psychological Screening Manual Book-Based Exam</u>	Commission on POST	1/24/2019	8

Appendices I

List of References

Client Name: Long Beach Police Department

Project Description: Provide pre-employment psychological screenings for Police and Public Safety employees.

Project Dates: 2012- present

Technical Environment: Candidates complete the MMPI-2 RF and WPT Wonderlic Assessment at the Long Beach Police Department. The testing material is picked up by Dr. Gallivan's staff and brought to the office to be scored. The background material is either made available at the same time the testing material is collected, or soon after. Dr. Gallivan reviews the background material and the psychological testing data, and then provides a clinical interview. A report is sent to the department indicating if the candidate is psychologically suitable for the position.

Staff assigned to reference engagement that will be designated for work per this RFP: Commander Rudy Komisza, Sergeant Eric Hooker, or Linda Warren.

Client Project Manager: Linda Warren

Client Phone Number: 562-570-5942

Client Email: linda.warren@longbeach.gov

Client Name: Los Angeles County Sheriff's Department

Project Description: Provide pre-employment psychological screenings for Deputy Sheriffs, Custody Assistants, Reserved and Armed Security Officers.

Project Dates: 2001 to present.

Technical Environment: Candidates complete the MMPI-2 RF and CPI at the Dr. Gallivan's West Los Angeles office. Pre-employment candidates travel to the office location in West Los Angeles where they complete testing. The testing is also scored at Dr. Gallivan's office. The candidate's files (background, polygraph, school transcripts, etc.) are delivered to the West Los Angeles office. The files and testing data are reviewed by Dr. Gallivan, and she conducts a clinical interview with the candidate. Dr. Gallivan completes a form indicated whether or not the candidate is suitable for the position. The form is included in the candidate's file and a courier picks up the file. The testing data and all of the psychological material are excluded from the file that is returned to the department. Psychological testing data are kept in Dr. Gallivan's office and maintained in a locked file.

Staff assigned to reference engagement that will be designated for work per this RFP: Acting Captain John McBride, Elba Brunes, and Bridget Raisol.

Client Project Manager: Acting Captain John McBride

Client Phone Number: 213-229-3131

Client Email: jmmcbrid@lasd.org

Client Name: Huntington Beach Police Department

Project Description: Provide pre-employment psychological screenings, consultation, training, psychotherapy, critical incident stress debriefings, officer involved shooting debriefings, trauma support team development, supervision, and management. For pre-employments, candidates complete the MMPI-2 RF, CPI and WPT Wonderlic Assessment.

Project Dates: 2011- present.

Technical Environment: Pre-employment screening candidates travel to Dr. Gallivan's office and fill out all paperwork and complete psychological testing data. The clinical interview is performed on the same day and a formal report is sent in the mail after Officer Joel Pettersen is informed of the results over the telephone. Dr. Gallivan provides consultation, counseling, and other services either at the Huntington Beach Police Department or her West Los Angeles office, or on site/in the field (for in-vivo exposure therapy after traumatic incidents).

Staff assigned to reference engagement that will be designated for work per this RFP: Chief Robert Handy and Captain Brian Seitz (consultation, pre-employment screenings, fitness for duty, and therapy); Officer Joel Pettersen (Pre-employment screenings/background investigator and coordinator).

Client Project Manager: Captain Brian Seitz

Client Phone Number: 714-536-5976

Client Email: bseitz@hbpd.org

Client Name: Torrance Police Department

Project Description: Provide pre-employment psychological screenings, consultation, training, psychotherapy, critical incident stress debriefings, officer involved shooting debriefings, trauma support team development, supervision, and management. For pre-employments, candidates complete the MMPI-2 RF, CPI and WPT Wonderlic Assessment.

Project Dates: 2001- present.

Technical Environment: Pre-employment screening candidates travel to Dr. Gallivan's office and fill out all paperwork and complete psychological testing data. The clinical interview is performed on the same day and a formal report is sent in the mail after Sergeant Stiller is informed of the results over the telephone. Dr. Gallivan provides consultation, counseling, and other services either at the Torrance Police Department, her West Los Angeles and/or Huntington Beach office, or on site/in the field (for in-vivo exposure therapy after traumatic incidents).

Staff assigned to reference engagement that will be designated for work per this RFP: Chief Eve Irvine (consultation, fitness for duty, pre-employment screening, and therapy); Sergeant Mark Ponegalek (pre-employment screenings).

Client Project Manager: Chief Eve Irvine

Client Phone Number: 310-618-5705

Client Email: eirvine@torranceca.gov

Client Name: Los Angeles School Police Department

Project Description: Provide pre-employment psychological screenings, consultation, training, psychotherapy, critical incident stress debriefings, and officer involved shooting debriefings. For pre-employments, candidates complete the MMPI-2 RF, CPI and WPT Wonderlic Assessment.

Project Dates: 2001-Present

Technical Environment: Pre-employment screening candidates travel to Dr. Gallivan's office and fill out all paperwork and complete psychological testing data. The clinical interview is performed on the same day and a formal report is sent in the mail after either Detective Marcos Portillo, Detective is informed of the results over the telephone. Dr. Gallivan provides consultation, counseling, and other services either at the Los Angeles School Police Department, her West Los Angeles or on site/in the field (for in-vivo exposure therapy after traumatic incidents).

Staff assigned to reference engagement that will be designated for work per this RFP: Detective Marcos Portillo, Detective Ray Jordan, and Detective Gregory Salcido.

Client Project Manager: Chief Steve Zipperman

Client Phone Number: 213-268-2662

Client Email: steve.zipperman@lausd.com

Client Name: Santa Monica Police Department

Project Description: Provide pre-employment psychological screenings, consultation, training, psychotherapy, critical incident stress debriefings, and officer involved shooting debriefings. For pre-employments, candidates complete the MMPI-2 RF, CPI and WPT Wonderlic Assessment.

Project Dates: 2014-Present

Technical Environment: Pre-employment screening candidates travel to Dr. Gallivan's office and fill out all paperwork and complete psychological testing data. The clinical interview is performed on the same day and a formal report is sent in the mail after either Investigator James Prior, Detective is informed of the results over the telephone. Dr. Gallivan provides consultation, counseling, and other services either at the Los Angeles School Police Department, her West Los Angeles or on site/in the field (for in-vivo exposure therapy after traumatic incidents).

Staff assigned to reference engagement that will be designated for work per this RFP: Investigator James Prior, Investigator Roberto Hernandez and Investigator Jennifer Sekera.

Client Project Manager: Chief Cynthia Renaud

Client Phone Number: 310-458-8401

Client Email: cynthia.renaud@smgov.net

Client Name: Beverly Hills Police Department

Project Description: Provide pre-employment psychological screenings, consultation, training, psychotherapy, critical incident stress debriefings, and officer involved shooting debriefings. For pre-employments, candidates complete the MMPI-2 RF, CPI and WPT Wonderlic Assessment.

Project Dates: 2016-Present

Technical Environment: Pre-employment screening candidates travel to Dr. Gallivan's office and fill out all paperwork and complete psychological testing data. The clinical interview is performed on the same day and a formal report is sent in the mail after either Marco Bernocchi, Detective is informed of the results over the telephone. Dr. Gallivan provides consultation, counseling, and other services either at the Los Angeles School Police Department, her West Los Angeles or on site/in the field (for in-vivo exposure therapy after traumatic incidents).

Staff assigned to reference engagement that will be designated for work per this RFP: Marco Bernocchi and Tania Schwartz

Client Project Manager: Chief Sandra Spagnoli

Client Phone Number: 310-285-2111

Client Email: sspagnoli@beverlyhills.org

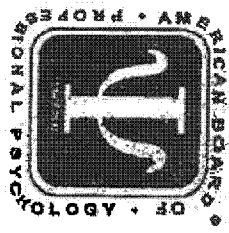
As a reference, please note that additional references from Police Department Chiefs will be provided upon request.

ADDITIONAL REFERENCES

Past and Present Evaluations done for the following Police Departments:

Alhambra PD	Laguna Beach Fire PD
Anaheim PD	Laguna Beach Marine & Safety Department
Azusa PD	Laguna Beach PD
Baldwin Park Jail GEO Group	Long Beach FD
Bell Gardens PD	Long Beach PD
Bell PD	Los Angeles County Sheriff Department
Beverly Hills PD	Los Angeles PD
Burbank PD	Los Angeles School Police Department
Cal State University Dominguez Hills PD	Manhattan Beach PD
Cal State University Los Angeles PD	Montebello FD
California Fish & Game	Montebello Jail – GEO Group
California Highway Patrol	Montebello PD
Costa Mesa Jail	Montebello Schools Police Department
Covina PD	Ontario Jail – GEO Group
Culver City PD	Oxnard PD
Cypress PD	Palos Verdes PD
Department of Defense PD	Placentia PD
Downey Jail – GEO Group	Port of Long Beach
El Camino College PD	Redondo Beach PD
Fontana Jail – GEO Group	San Bernardino Sheriff Department
Fountain Valley FD	Santa Monica College PD
Fountain Valley PD	Santa Monica PD
Fullerton PD	Seal Beach PD
Garden Grove Jail – GEO Group	South Bay Regional PD
Golden West College – Police Academy	South Gate PD
Hawthorne Beach PD	South Orange County Community Colleges
Hermosa Beach FD	Torrance Police PD
Hermosa Beach PD	UCLA FD
Huntington Beach FD	UCLA PD
Huntington Beach PD	Vernon PD – City of Vernon
Huntington Park PD	Westminster PD
Irwindale PD	
La Habra PD	
La Palma PD	

American Board of Professional Psychology



We it know that

Wina H. Sullivan, PhD

has met the qualifying, examination, and professional standing requirements

for Specialty Board Certification in

Police & Public Safety Psychology

In witness whereof, the American Board of Professional Psychology

grants this diploma under Seal and Signature

October 21, 2011

Diploma Number 1111

[Signature]

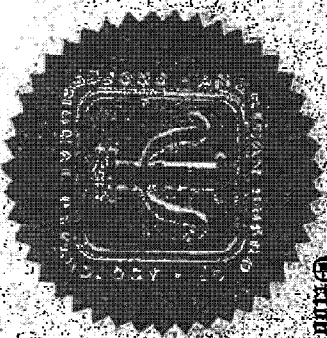
President, American Board of Police & Public Safety Psychology

Wina H. Sullivan, PhD

Police & Public Safety Psychology

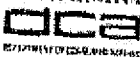

[Signature]

Secretary, American Board of Professional Psychology



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Board of Psychology 1625 North Market Blvd., Suite N-215 Sacramento, CA 95834 (916) 574-7720 * (866) 503-3221 www.psychology.ca.gov	
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License No. PSY18184	Expiration 05/31/2019
GINA LAURA GALLIVAN 10940 WILSHIRE BLVD STE 1600 PSYCHOLOGICAL CONSULTING ASSOCIATES LOS ANGELES, CA 90024-3910	
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IMPORTANT

1. Please include your license number on any correspondence to this office.
2. Notify the Board of any name or address change in writing or at the Board's e-mail address: helpmail@dca.ca.gov
3. Report any loss immediately in writing to the Board or at the Board's e-mail address: helpmail@dca.ca.gov

License No.	Expiration Date	Receipt No.
PSY18184	05/31/2019	48347
GINA LAURA GALLIVAN		

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GINA LAURA GALLIVAN
10940 WILSHIRE BLVD STE 1600
PSYCHOLOGICAL CONSULTING ASSOCIATES
LOS ANGELES, CA 90024-3910

Board of Psychology
1625 North Market Blvd., Suite N-215
Sacramento, CA 95834



INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE

Certificate of Membership

This certifies that

Gina L Gallivan, PhD

*is a member of the International Association of Chiefs of Police,
an organization dedicated to the advancement of
professionalism in law enforcement.*

Daniel N. Rosenblatt

*Daniel N. Rosenblatt
Executive Director*

Mark A. Marshall

*Mark A. Marshall
President*

Appendices II

SAMPLE

10940 Wilshire Boulevard, Suite 1500, Los Angeles, California 90024

Office: 424-289-0299 Fax: 310-443-4220

Email: pcaincorporated@gmail.com

Website: www.HelpForPolice.com

Gina L. Gallivan, Ph.D., A.B.P.P.

Licensed Clinical Psychologist PSY18184

PRE-EMPLOYMENT PSYCHOLOGICAL SUITABILITY DECLARATION

March 12, 2019

ABC Police Department

Attn: Chief Jon Smith

1234 Olympic Drive

ABC City, California 90401

Re: Pre-Employment Psychological Screening

Applicant: John Doe, Position: Police Officer

Dear Chief Smith:

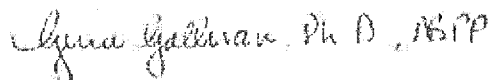
This California P.O.S.T. required document certifies that the above named applicant has completed a pre-employment psychological screening. This evaluation included a battery of psychological tests, a review of the candidate's background history provided by your department, and a mental status examination and psychodiagnostic clinical interview conducted by a licensed clinical psychologist. I conducted all aspects of the evaluation.

This screening meets both Government Code 1031(f) and P.O.S.T. Regulation 1955 requirements for law enforcement psychological suitability.

John Doe was found psychologically suitable for the position of Police Officer with the ABC Police Department.

Thank you for the opportunity to serve you.

Sincerely,



Gina Gallivan, Ph.D., ABPP

Board Certified in Police & Public Safety Psychology

Gina L. Gallivan, Ph.D., ABPP
Public Safety Consultation

CONFIDENTIAL
POST-OFFER PSYCHOLOGICAL EVALUATION:
SUMMARY REPORT

Candidate: John Doe

Position: Police Officer

Date of Interview: 03/12/2019

Agency: ABC Police Department

PSYCHOLOGICAL QUALIFICATION RATING:

- ☒ **QUALIFIED:** The candidate meets the psychological qualification standards.
- ☐ **UNQUALIFIED:** The candidate does not meet the psychological qualification standards as a result of the following checked finding(s):
- ☐ **DEFICIENCIES/COUNTERPRODUCTIVE BEHAVIOR:** The assessment reveals substantial evidence of deficiencies in required competencies and/or counterproductive behavior incompatible with safe and/or effective performance in this position.
 - ☐ **ELEVATED RISK OF COUNTERPRODUCTIVE BEHAVIOR:** Assessment results correspond with an unacceptably elevated risk of job relevant counterproductive behavior that cannot be mitigated by other reliable findings.*
 - ☐ **INVALID ASSESSMENT RESULTS:** Psychological assessment results reveal excessive defensiveness to a degree that precludes a valid evaluation of the candidate's current psychological functioning.*
- * In the absence of evidence of a mental or emotional impairment, the above-checked findings derive from factors unrelated to a disability.*
- ☐ **MENTAL OR EMOTIONAL IMPAIRMENT:** Assessment results reveal evidence of a mental or emotional impairment that disqualifies the candidate from safely and/or effectively performing the essential functions of the position.

ASSESSMENT TECHNIQUES USED:

- Minnesota Multiphasic Personality Inventory-2nd Edition, Restructured Form
- California Psychological Inventory (434) Police & Public Safety Report
- WPT- Wonderlic Personnel Test
- Sentence Completion
- Review of agency-provided background records
- Review of the background information provided by applicant via questionnaire
- Clinical Interview
- Mental Status Examination & Behavioral Observations

RISK ASSESSMENT:

Findings from the assessment will be classified according to high, moderate, or low risk for job relevant deficiencies in the psychological competencies detailed on the following page.

- * Candidates with a high risk rating on one or more dimensions do not meet qualification standards.
- * Candidates with one or more moderate risk ratings do meet qualification standards, but reveal an elevated potential for performance problems that may be lowered through training, experience, and/or supervision.

*Ind: Indeterminable: Dimensions checked "Indeterminable" cannot be reliably assessed because the applicant has responded to the assessment process with excessive defensiveness and underreporting. A finding of indeterminable on one or more Dimensions indicates the need for the Department to verify the accuracy of the applicant's self-reported behavior in all phases of the selection process.

Cluster 1: Interpersonal Behavior

Hi	Mod	Low	Ind*	
		X		1. SOCIAL COMPETENCE: Involves communicating with others in a tactful and respectful manner, and showing sensitivity and concern in one's daily interactions. Can interact and deal effectively with people from varying social and cultural backgrounds. Attempts to resolve conflicts through persuasion rather than force.
		X		2. TEAMWORK: Involves working effectively with others to accomplish goals, as well as subordinating personal interests for the good of the working group and agency. It involves establishing and maintaining effective, cooperative working relationships with fellow officers, supervisors, community partners, representatives of other agencies, and others tasked with serving and protecting the community.
		X		3. ASSERTIVENESS: Involves unhesitatingly taking control of situations in a calm and appropriately assertive manner, even under dangerous or adverse conditions.
		X		4. RESPECT FOR CHAIN OF COMMAND: Responsive to authority, supports organization (displays loyalty), keeps superiors informed, agreeableness, performs specific duties as assigned, respects the positional authority of superiors in public.

Cluster 2: Judgment and Adaptability

Hi	Mod	Low	Ind*	
		X		5. DECISION-MAKING AND JUDGMENT: Involves common sense, and the ability to make sound decisions, demonstrated by the ability to size up situations quickly and take the appropriate action. It also involves the ability to sift through information to glean that which is important, and, once identified, to use that information effectively. Practical intelligence (ability to apply training).
		X		6. ADAPTABILITY/FLEXIBILITY: Involves the ability to change gears and easily adjust to the many different, sudden, and sometimes competing demands inherent in emergency work. Can apply knowledge and reasoning to make prompt and effective decisions quickly in both routine and non-routine situations; can make sound decisions in a timely manner; can size up a situation quickly and take appropriate actions.

Cluster 3: Emotional Control

Hi	Mod	Low	Ind*	
		X		7. EMOTIONAL REGULATION AND STRESS TOLERANCE: Involves the ability to maintain composure and stay in control, particularly during life-threatening, time-critical events and other stressful situations. It includes taking the negative aspects of the job in stride and maintaining an even temperament, as well as accepting criticism rather than becoming overly defensive or allowing it to hamper job performance. Refrains from overreacting when subjected to physical or verbal abuse; exercises restraint. Able to cope with tragic, gruesome, and macabre events. Available support system. Reliable coping strategies.

		X		8. AVOIDING SUBSTANCE ABUSE AND OTHER RISK-TAKING BEHAVIOR: Involves avoiding participation in behavior that is inappropriate, self-damaging, and can adversely impact organizational functioning, such as alcohol and drug abuse, domestic violence, sale of drugs and gambling.
		X		9. IMPULSE CONTROL/ATTENTION TO SAFETY: Involves taking proper precautions and avoiding impulsive and/or unnecessarily risky behavior to ensure both public and personal safety. Can maintain composure and performs effectively in stressful situations.

Cluster 4: Work Attitudes

Hi	Mod	Low	Ind*	
		X		10. CONSCIENTIOUSNESS/DEPENDABILITY: Involves diligent, reliable, conscientious work patterns; performing in a timely, logical manner in accordance with rules and regulations and agency policies. Follows orders; is reliable, thorough, punctual, accurate; can assume responsibility for share of the workload; works with minimal supervision. Can proceed on assignments without waiting to be told what to do; is consistently productive.
		X		11. INTEGRITY/ETHICS: Involves maintaining high standards of personal conduct. It consists of attributes such as honesty, impartiality, trustworthiness, and abiding laws, regulations and procedures.

Cluster 5: Communication/Learning Skills

Hi	Mod	Low	Ind*	
		X		12. COMMUNICATION ABILITIES: Effective oral and written communication skills, command of the English language, active listening skills (ability to acquire critical information).
		X		13. PROBLEM SOLVING/LEARNING: Comprehends new information and applies what has been learned to on-the-job situations. Ability to master policies and procedures.

Narrative Commentary: John Doe

Mr. Doe is a 29 year-old male. He stands 5'11" tall and weighs 160 pounds. He was well dressed and groomed, polite, respectful, and articulate. No signs of psychological symptoms were present. He resides with his wife of three years and his 15 months old daughter in XYZ City, California.

He was born in ABC City and raised in QRX and XYZ, City. He was raised in an intact family with one younger brother. He reported having a happy childhood overall. He denied ever being abused. He stated that his parents divorced when he was 21 years old. His mother is an attorney, and his father is a firefighter.

He stated that he graduated from ABC High School North with an estimated 3.5 grade point average. He stated that he earned a Bachelor's Degree in Management with concentrations in Finance and Marketing, and a Master's Degree in Business Administration from the ABC University. He stated that his undergraduate grade point average is 3.6, and his graduate grade point average is 3.8.

He denied ever being suspended or expelled. He denied ever being diagnosed with Attention Deficit Disorder or other learning disabilities, and had no difficulty completing cognitive tasks requiring sustained attention and concentration (e.g., serials 7's, spelling words backwards).

His score on the Wonderlic Personnel Test indicated that he would not have any difficulty with training.

He has worked as a Senior Manager of Analytics at ABC, Co. for three years. His employment history also includes being a Finance and Accounting Rotation Analyst at XYZ Incorporated for three years, an Enforcement Intern at Financial Industry Regulatory Authority at ABC, Inc. for four months, a Management Trainee Internship at XYZ, LLC for four months and a Front Desk Clerk at XYZ, Co. for six months. He denied ever having any employment problems.

Mr. Doe stated that he has never been treated by a mental health professional. He denied ever receiving a mental health diagnosis, or ever taking prescription medication for a mental health condition. He reported having a strong support system of friends and family. He appears to use appropriate strategies to cope with stress.

There is no evidence of impulsive behavioral patterns. He denied ever using illegal drugs. He stated that he rarely drinks, but he denied ever being abusive with or dependent on alcohol. He denied ever having any addictions. He admitted having two not-at-fault traffic collisions, and no moving violations in the last five years. There is no evidence criminal behavior, or violence in his history.

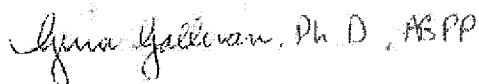
His MMPI-2RF profile revealed that he answered questions in a guarded manner, typical of most applicants. There is no indication of alcohol, substance abuse, or mental illness based on his profile. His profile also indicated that he is likely to initiate contacts effectively without being overly aggressive. He is not shy, nor is he likely to freeze in high-pressure situations.

On the CPI, his personality style emerges as socially outgoing and norm-favoring. The CPI profile suggests that he is similar to incumbent public safety officers who are ambitious, outgoing shrewd, and willing to take initiative and display leadership potential in this situation. The applicant appears to have the ability to adequately complete the requisite training and tasks of the position.

In consideration of the full range of assessment information available to me at this time, I conclude that Mr. Doe meets the minimum standards for psychological qualification as a Police Officer with the ABC Police Department.

I certify that the above-listed rating represents, within the limits of reasonable professional certainty, my opinion as to the candidate's psychological qualification for the position.

Respectfully Submitted,



Gina Gallivan, Ph.D., ABPP
Licensed Clinical Psychologist CA License #PSY18184
Board Certified Specialist in Police & Public Safety Psychology

EXHIBIT “B”

Rates or Charges

Cost Proposal:

To provide Pre-Employment Psychological Evaluations for the Long Beach Police Department, Psychological Consulting Associates, Inc. proposes the following cost per the RPF:

- The flat rate fee per Psychological Evaluation (Includes grading, review of written psychological tests, in-person interview, evaluations, and documenting all results) is four hundred dollars (\$400.00).
- The rate to attend Police Recruit selection day is zero dollars (\$0.00).
- The rate to administer written tests and facilitate the ordering and acquisition of testing materials will be included the flat rate fee of four hundred dollars (\$400.00) per psychological evaluation.

As the providing contractor for the City of Long Beach, Psychological Consulting Associates, Inc., will be able to accommodate large group of applicants and stringent timeframes of hiring processes. PCA, Inc. will be able to perform between 150 and 180 pre-employment evaluations per month (the screening of 8-10 candidates per day) and can accommodate additional applicants if necessary.

EXHIBIT "C"

City's Representative:

Leslie Bruce, Finance Administrator,

Police Department

(562) 570-5391

ed:

EXHIBIT “D”

Additional Materials/Information Furnished:

NONE

EXHIBIT "E"

Contractor's Key Employee:

Gina Gallivan

424-951-1285

PCAincorporated@gmail.com