

**SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 4 OF A POSSIBLE 4
(RFP No. 12-13-309)**

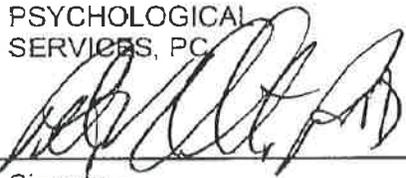
Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Police Applicant Psychological Evaluation Service Agreement (Agreement) dated July 31, 2012 between the City of Las Cruces (City) and Public Safety Psychological Services, PC (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin July 31, 2015 and terminate July 30, 2016.

All other terms of the Service Agreement remain the same.

AGREED:

PUBLIC SAFETY
PSYCHOLOGICAL
SERVICES, PC

CITY OF LAS CRUCES



07/31/15

Deb Smith

7/16/15

Signature

Date

Deb Smith

Date

Purchasing Manager

Peter D. Vasto PhD

Printed Name/Title

Psychologist

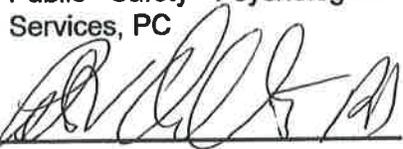
**SERVICE AGREEMENT
ANNUAL EXTENSION – Year 2 of a possible 4
(Original RFP NO. 12-13-309)**

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Police Applicant Psychological Evaluations Service Agreement (Agreement) dated July 31, 2012 between the City of Las Cruces (City) and Public Safety Psychological Services, PC (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin July 31, 2013 and terminate July 30, 2014.

All other terms of the Service Agreement remain the same.

AGREED:

Public Safety Psychological
Services, PC


Signature 07/03/13
Date

Peter Di Vasto PhD
Printed Name/Title
President

CITY OF LAS CRUCES


Robert Telles
Purchasing Manager

7/8/13
Date



SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this July 31, 2012 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Public Safety Psychological Services, PC of 102 Packer Road N.E., Deming NM 88030, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Police Applicant Psychological Evaluations

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.12-13-309, incorporated herein by reference and as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S, decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY, shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$325.00 per evaluation, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 31, 2012 for a term of one (1) year through July 30, 2013 and has three (3) one-year renewable options to be exercised at the discretion of the CITY, upon mutual written consent. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel

will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

a. Professional Liability: \$1,000,000 per claim

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the ~~CONTRACTOR'S services or any work done~~ pursuant to this Agreement.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates,

summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces,
PO Box 20000
Las Cruces, NM 88004
ATTENTION: Chief Richard Williams

With Copies to: Purchasing Manager

TO CONTRACTOR: Public Safety Psychological Services
102 Packer Rd. N.E.
Deming, NM 88030
ATTENTION: Dr. Peter DiVasto

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

Public Safety Psychological Services

CITY OF LAS CRUCES

BY:


Dr. Peter DiVasto

BY:


Purchasing Manager

DATE:

07-31-12

DATE:

7/31/12

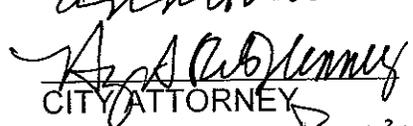
approved on the form

CITY ATTORNEY
By 13100477

EXHIBIT A

Technical Proposal in Response to City of Las Cruces

RFP#12-13-309

Police Applicant Psychological Evaluations

Opening: June 28, 2012/4:00 pm

Submitted by Public Safety Psychological Services, PC

Contact Information

Peter V. DiVasto, Ph.D.

575-740-5243

Fax: none, please use e-mail

E-mail: nmcopdoc@aol.com



City of Las Cruces
PEOPLE HELPING PEOPLE

RFP COMPLIANCE DECLARATION

RFP TITLE: Police Applicant Psychological Evaluations

RFP NO.: 12-13-309

DUE DATE/TIME: June 28, 2012/ 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 0 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Public Safety Psychological
Services
102 Packer Rd N.E.
Deming, N.M. 88030


Authorized Signature
Peter D. Vasto PhD
Typed or Printed Name
President
Title
nmcopdoc@aol.com
Email address

Telephone number 575-740-5243 Fax number none, please use e-mail

NM Tax & Revenue Dept. CRS # 03112456009

Current NM Public Regulatory Commission Registration # 2885036 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 26-0296886 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed Yes No
97R79

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

Technical Proposal in Response to City of Las Cruces

RFP#12-13-309

Police Applicant Psychological Evaluations

Submitted by Public Safety Psychological Services, PC

Criteria No. 1: Statement of all professional, technical, and customary work to be performed to meet state guidelines.

Public Safety Psychological Services, PC has the capability to perform any and all services listed under this RFP. All of the services under this contract will be performed by Public Safety Psychological Services, PC in the person of Peter DiVasto, Ph.D.

The contractor is intimately familiar with the requirements of the screening process as listed on pages 3 & 4 of the RFP having assisted in the development of these guidelines. The contractor is a licensed psychologist (#411) in the state of New Mexico and has performed pre-employment psychological evaluations of law enforcement personnel for thirty-two years.

The regulations of the New Mexico Department of Public Safety Training Academy regarding the qualifications required to conduct pre-employment psychological testing ~~mandate that the work be done by a licensed, doctoral-level psychologist.~~ This requirement has been in place since approximately 1988. Dr. DiVasto, along with other New Mexico psychologists, helped author the current pre-employment testing standards. Dr. DiVasto has a doctoral degree in counseling from the University of New Mexico and is licensed as a clinical psychologist in New Mexico.

However, qualifications for conducting public safety screenings should extend far beyond degrees and licenses. Dr. DiVasto has conducted or supervised over 8,000 screenings of law enforcement, corrections, fire and EMS personnel. In addition, he has performed approximately 60 fitness-for-duty examinations and participated in approximately 250 critical incident debriefings. Dr. DiVasto was a reserve deputy with the Bernalillo County Sheriff's office from 1981 to 2010, with five years as the unit commander, and worked in every unit in the department, including patrol, DWI, detectives, SWAT and the academy.

Dr. DiVasto continues to obtain professional education in order to keep informed of the latest trends in psychological testing. Through his professional associations, he stays abreast of current legal issues and court decisions that might impact pre-employment testing.

Dr. DiVasto is a member of the American Psychological Association (APA), the New Mexico Psychological Association (NMPA) and the Society for Police and Criminal Psychology (SPCP) (past President). He holds the diplomate in police psychology awarded by the SPCP.

The Contractor proposes that the pre-employment process be modeled after the one that has worked successfully for many agencies in the past. Public Safety Psychological Services will coordinate with academy recruiters to schedule the psychological testing and interviews. It is assumed that the applicants, in compliance with the Americans with Disabilities Act (ADA), will have completed all of the non-medical portions of the screening process and been given a conditional offer of employment. Since the testing dates are planned in advance, academy personnel can give the applicant an appointment whenever the applicant reaches that point in the process. Typically, two to three testing dates per month have proven adequate although more can be scheduled if needed.

To comply with state guidelines, all records, whether electronic or paper, are stored in accordance with the guidelines of the American Psychological Association. As the City of Las Cruces is the client in all evaluations, the city holds the privilege of the communication. Thus, information can be released to any person or organization **only** with the written permission of the chief or other responsible city official. All applicants are advised of this at the time of testing and must agree to same.

Las Cruces Police Department Sworn Officer Pre-employment Psychological Testing Requirements

Overview of the Process

The pre-employment psychological testing process shall consist of the following:

- a) Psychological Testing
- b) Face-to-face Interview
- c) Police Dilemma Questionnaire
- d) Written Narrative Report
- e) Completed NMLEA-4 Form
- f) Informed Consent/Release of Information Form

Psychological Testing

Police cadet applicants will be administered a standardized test battery that has been developed over the last thirty-two years, meets state standards and has been modified as needed. It consists of the following:

- a) Statement of Understanding/Consent Form
- b) NMLEA-4 Form
- c) Shipley Institute of Living Scale
- d) Nelson-Denny Reading Test (a measure of reading ability, yielding a grade-level score)
- e) Minnesota Multiphasic Personality Inventory-2, Form RF (a measure of psychopathology)

- f) Sixteen Personality Factors Questionnaire (a measure of normal personality functioning)
- g) Revised Social History Questionnaire (revised 2012)
- h) Law Enforcement Dilemma Questionnaire
- i) Sentence Completion Blank (revised 2012)
- j) Structured Interview

The written battery of testing typically takes the average applicant between 4-5 hours to complete.

Interview

At the conclusion of the written testing, Dr. DiVasto will interview each applicant (within 1-4 working days), using a standardized interview format that includes a brief mental status exam. A social history shall be reviewed to include relevant information regarding early development issues, schooling military service, job history and potential problem issues such as drug and alcohol use, driving, fighting, computer use, credit history, domestic violence and past critical life events. The interview will explore areas of judgment and reliability such as impulse control, communication, social skills, and common sense. The applicant's judgment will be assessed using standardized police dilemmas. The applicant will be asked to make decisions regarding the appropriate use of force. In addition, any other aspects of personal development that the examiner or the agency deems important and relevant to working in law enforcement will be explored. Academy recruiters will receive verbal feedback regarding each candidate on the day of the interview. The typical oral interview lasts 90 minutes, including dictation of the report.

LEA-4 Form

The NMLEA-4 Form will be completed at the conclusion of the interview. Rejected applicants will be given information regarding the appeals process. The appeals process form was developed for NMDPS by Dr. DiVasto.

Written Report

A written report will be prepared describing all the steps in the testing process and concluding with a recommendation for or against hiring. If the candidate is not recommended for hire, the report will list those essential job functions he/she is incapable of performing. Reports will be delivered to the Las Cruces Police Academy within three working days of the applicant's interview. A typical accepted applicant report requires 60 minutes to prepare. (Sample "acceptable" and "unacceptable" reports are included as appendices "A" and "B")

Criteria No.2: Time in hours required to perform a complete evaluation including testing, interview, and final report is approximately 7-8 hours.

Criteria No. 3: Cost Proposal Content is submitted separately as per RFP.

Criteria No. 4: Location of testing facility.

The contact information for Public Safety Psychological Services, PC is:

Peter V. DiVasto, Ph.D.

102 Packer Road, NE

Deming, NM 88030

New Mexico Resident Bidder # 97R79

Licensed Psychologist #411

575-740-5243

The contractor proposes to conduct all work at a location designated by the Las Cruces Police Department such as the Las Cruces Police Department Training Academy. In the experience of this Contractor, applicants take the testing more seriously when it is conducted in a government facility. Conducting the testing at the agency also reinforces to the applicant that this testing is part of the hiring process, and not an unnecessary or frivolous requirement. A further advantage of on-site testing is that the psychologist is available to academy personnel for immediate consultation (at no cost to the city). The contractor does not practice psychology in any venue other than public safety, thus does not maintain private office space. All testing and interviewing is done at a law enforcement facility. The hours of operation will be those maintained by the City of Las Cruces. Testing is typically scheduled two times each month and the schedule is coordinated with the Las Cruces Police Department recruiters.

Criteria No. 5: Description and name of five past contracts similar to the scope herein.

#1. Pre-employment psychological testing/interviews for: New Mexico State University Police Department, Acting Chief Steve Lopez, 575-646-4533

#2. Pre-employment psychological testing/interviews for: Dona Ana County Sheriff's Office, Sheriff Todd Garrison, 575-525-1911

#3. Pre-employment psychological testing/interviews for: Dona Ana County Detention Center, Stephanie Johnson-Burick, HR Recruiter, 575-647-7689

#4. Pre-employment psychological testing/interviews for: Rio Rancho Police Department, Chief Robert Boone, 505-264-5942

#5. Pre-employment psychological testing/interviews for: Bernalillo County Sheriff's Office, (Former) Sheriff Darren White, 505-400-4437

RESUME

Name: Peter V. DiVasto Ph.D.
Address : 102 Packer Road N.E.
Deming, NM 88030
Phone : 505-250-4004
Email: nmcopdoc@aol.com

Education

1962-1967 B.S. in Education
State University of New York
Plattsburgh, New York
1970-1973 M.A. in Counseling
University of New Mexico
Albuquerque, New Mexico
1973-1977 Ph.D. in Counseling
University of New Mexico
Albuquerque, New Mexico

Professional Employment/Academic

1977-1987 Assistant and Associate Professor of Family Medicine
University of New Mexico, School of Medicine
Adjunct Professorships in Psychology, Pharmacy, Nursing, and
Psychiatry
1987-1998 Director, UNM Institute for Criminal Justice Studies

Professional Employment/Law Enforcement

1978-Present Consultant to over fifty national, state and local law
enforcement agencies
1990-1993 Director of Behavioral Sciences
US Department of Energy Central Training Academy
1981-2010 Reserve Deputy
Bernalillo County Sheriff's Department
Albuquerque, New Mexico

Professional Memberships

American Psychological Association
New Mexico Psychological Association
Society for Police and Criminal Psychology

Specialized Training/Law Enforcement

1980-1981	Bernalillo County Sheriff's Department Reserve Deputy Academy
1989	The Hostage Negotiators Course FBI Academy Quantico, Virginia
1991	The Hostage Negotiators Course London Metropolitan Police London, England
1997	Senior Detectives Course Police Staff College Branshill, England

Publications/Presentations

Forty-five publications in journals including the FBI Law Enforcement Bulletin, Law and Order, The Tactical Edge, Police Chief, The Journal of Family Practice and the New England Journal of Medicine and thirty presentations at national and international conferences.

Licensure

New Mexico Licensed Psychologist #411

Specialized Experience

Thirty-one years of experience conducting law enforcement psychological evaluations, thirty years of experience as a psychotherapist, member of two SWAT teams (500 plus activations), experienced instructor .

SPD725(7/83)

97R79

CERTIFICATION NO. SPD

05/10/11

DATE ISSUED

PUBLIC SAFETY PSYCHOLOGICAL SERVICES

IS HEREBY CERTIFIED BY THE OFFICE OF THE

State Purchasing Agent

TO BE A RESIDENT BIDDER AS DEFINED IN CHAPTER 13: PUBLIC PURCHASES AND PROPERTY NMSA 1978 AND PER RESIDENT BIDDER CERTIFICATION QUESTIONNAIRE FILED IN THE STATE PURCHASING DIVISION'S OFFICE.



STATE PURCHASING AGENT

Appendix A
SAMPLE ACCEPTABLE APPLICANT REPORT

PSYCHOLOGICAL SCREENING SUMMARY REPORT

NAME: John Smith
DOB: December 24, 1982
SS #: 585-45-3340
AGENCY: Las Cruces Police Department
DATE OF EVALUATION: September 18, 2008

John Smith is a 31-year-old male who was interviewed and tested at the Las Cruces Police Department Training Academy on September 16, 2008. He was administered a standard battery of tests that included:

- Statement of Understanding Form
- NMLEA-4 Form
- Revised Social History Questionnaire
- Sentence Completion Blank
- Shipley Institute of Living Scale
- Nelson-Denny Reading Test
- Minnesota Multiphasic Personality Inventory-2 (MMPI-2)
- Sixteen Personality Factors
- Law Enforcement Dilemma Questionnaire
- Structured Interview

After signing the Statement of Understanding Form, John Smith was entirely cooperative with the examiners.

The cognitive ability testing reveals no verbal deficiencies, no difficulties with problem-solving or careless errors, no deficits in reading ability and no problems with oral communication. His reading level as measured by the Nelson-Denny reading test is 17.2. There are no predicted problems with his ability to write reports, complete the academic portion of the LCPD Academy, communicate with the public in English, or understand verbal or written instructions. Overall, his cognitive abilities are rated as acceptable.

John Smith was born in Albuquerque, New Mexico and raised in Las Cruces. He is the first of two children. His father was a police officer and his mother was a teacher. John reports a very positive relationship with both parents. His health as a child was good with no hospitalizations. Discipline in his household was described as appropriate with clear rules and a lack of physical punishment. He suffered no abuse or neglect as a child. Neither parent suffered from any drug, alcohol or mental health problems. There were no difficult or unusual incidents in his childhood.

John describes himself as a teenager as, "a well-mannered, disciplined kid". He attended Mayfield High School where he was active in the band and sports. He began working while in junior high and worked throughout high school. Following his graduation in 2000, he attended New Mexico State University, graduating with a degree in psychology in 2004. He has spent the last four years working as a counselor in a group home for adolescents.

John has never been fired from a job, nor has he been involved in an incident of domestic violence. He has had no severe financial difficulties, or problems with the Internal Revenue Service. He has not been in counseling for any reason. John has never been suicidal as an adolescent or an adult. He does not take any medication on a regular basis. There were no problems noted in the areas of drug or alcohol use, fighting, arrests or driving. He does not gamble on a regular basis. Overall, his social history is rated as acceptable.

On the MMPI 2, John made a slight attempt to present himself in an overly favorable light as evidenced by an F-K score of -21. Scale HS is elevated at T=62, which indicates some preoccupation with physical functioning and symptoms. There were no problems predicted by the instrument. Overall, the MMPI-2 is rated as acceptable.

On the 16 PF, John produced a valid profile as evidenced by an Impression Management score in the eighty-sixth percentile.

~~A review of the scale scores shows that John can work independently or as part of a group.~~

He can be assertive when the situation calls for it, but does not need to be the center of attention. He is comfortable in most social settings and makes friends easily. John appears to have average coping skills and does not experience anxiety in an overwhelmingly negative fashion. He is comfortable dealing with both facts and emotions. While he is open to new experiences, he is most comfortable with traditional ideas and values. John balances his own tendency to be self-determined with an awareness of other people's ideas. He is not naive and tends to trust others. John does not appear rigid and will have no difficulty following rules and regulations.

In summary, the 16 PF shows John to be a rule-conscious, dutiful individual who tends to be quite imaginative and idea-oriented. Overall, the instrument is rated as acceptable.

In the interview, John was neatly and professionally dressed in a business suit, white shirt and tie. His behavior during the interview was appropriate and there were no difficulties in the areas of attention or concentration. His memory, both recent and remote, was intact. There was no evidence of overt anxiety, poor eye contact, or inappropriate verbal or non-verbal behavior. His responses to the judgement scenarios were good. He demonstrated proper instincts around taking action and showing restraint. He did state that he could take a life in the line of duty should it be necessary. Overall, the interview is rated as acceptable.

I have reviewed the test data and the interview of John Smith in order to screen for any apparent indicators of psychopathology or significant mental or emotional difficulties which could reasonably be predicted to interfere with the applicant's intended duties as a law enforcement officer. The applicant is recommended for certification pending the successful completion of the Las Cruces Police Department Academy.

This psychological evaluation is intended to part of a comprehensive screening program to include physical testing, background investigation, and other assessments. It is valid for pre-employment purposes only, for a period of one year.

Respectfully submitted,

Peter V. DiVasto Ph.D.

Peter V. DiVasto, Ph.D.
Licensed psychologist #411

Appendix B
SAMPLE UNACCEPTABLE APPLICANT REPORT
PSYCHOLOGICAL SCREENING SUMMARY REPORT

NAME: John Jones
DOB: December 24, 1998
SS #: 585-45-3340
AGENCY: Las Cruces Police Department
DATE OF EVALUATION: September 18, 2008

John Jones is a 31-year-old male who was interviewed and tested at the Las Cruces Police Department Training Academy on September 16, 2008. He was administered a standard battery of tests that included:

Statement of Understanding Form
NMLEA-4 Form
Revised Social History Questionnaire
Sentence Completion Blank
Shipley Institute of Living Scale
Nelson-Denny Reading Test
Minnesota Multiphasic Personality Inventory-2 (MMPI-2)
Sixteen Personality Factors
Law Enforcement Dilemma Questionnaire
Structured Interview

After signing the Statement of Understanding Form, John Jones was entirely cooperative with the examiners.

The cognitive ability testing reveals no verbal deficiencies or difficulties with problem solving. **His reading level as measured by the Nelson-Denny reading test is 9.2, which is approximately three years less than his level of formal education.. His writing sample contained numerous spelling errors.** It is predicted that John will have some difficulty with writing reports and completing the academic portion of the LCPD Academy. He should have no difficulty communicating with the public in English, or understand verbal or written instructions. Overall, his cognitive abilities are rated as deficient.

John Jones was born in Las Cruces, New Mexico and raised there also. He is the first of two children. His father was a teacher and his mother was a school principal. John reports a very positive relationship with both parents. His health as a child was good with no hospitalizations. Discipline in his household was described as appropriate with clear rules and a lack of physical punishment. He suffered no abuse or neglect as a child. John's father was an alcoholic throughout most of John's childhood. Neither parent used illegal drugs or had any mental health issues.

John describes himself as a teenager as, "a well-mannered, disciplined kid". He attended Onate High School where he was active in the band and sports. He began working while in junior high and worked throughout high school. Following his graduation in 1999, he began working for Sears as a delivery driver. He has since been promoted to warehouse supervisor.

John has never been fired from a job, nor has he been involved in an incident of domestic violence. He has had no severe financial difficulties, or problems with the Internal Revenue Service. He has not been in counseling for any reason. John has never been suicidal as an adolescent or an adult. He does not take any medication on a regular basis. There were no problems noted in the areas of drug use, fighting, arrests or driving. He does not gamble on a regular basis.

It should be noted that John admits to consuming "12 to 24 beers" per week and that his last intoxication occurred less than a month ago. Further, he listed "coming home and having a few beers" as one of his methods of relieving stress. Due to concerns about his alcohol use, combined with a family history of alcoholism, his social history is rated as deficient.

On the MMPI-2, John made a slight attempt to present himself in an overly favorable light as evidenced by an F-K score of -21. Scale Pd is elevated at T=70. This elevation is often associated with problems with authority figures. **While John does not report any problems with supervisors, this aspect of his background investigation should be reviewed.** Among the subscales, the cynicism subscale is elevated at T=69. The instrument predicts that John may be somewhat cynical and perhaps difficult to supervise. Overall, the MMPI-2 is rated as deficient.

On the 16 PF, John produced a valid profile as evidenced by an Impression Management score in the eighty-sixth percentile.

A review of the scale scores shows that John tends to prefer solitary activity to working in groups. Others may see him as aloof, withdrawn and timid. He may have difficulty "fitting in" to a cadet class. John may feel that life is beyond his control and may be overly reactive to difficulties. He may appear to others as fidgety, impatient and restless. He may be mistrustful of others and expects interactions to be largely negative. It is possible that his anxiety may interfere with his ability to perform satisfactorily in the academy environment. John generally sees himself as "tough-minded". He is most comfortable with factual material and less so with subjective opinions and feelings. He may prefer solitary work to working as part of a team. He may have difficulty accepting other people's viewpoints as valid. John is actively self-determined, to the point where others may see him as headstrong and unwilling to accept any input. He may have difficulty following minor rules and regulations and may appear immature at times. He may require a highly structured environment in which to work most effectively.

In summary, the 16 PF shows John to have characteristics uncommon in law enforcement applicants. **His immaturity, preference to work alone, and stubbornness may make it difficult for him to be an effective law enforcement officer.** Overall, the instrument is rated as deficient.

In the interview, John was neatly and professionally dressed in a business suit, white shirt and tie. His behavior during the interview was appropriate and there were no difficulties in the areas of attention or concentration. His memory, both recent and remote, was intact. There was no evidence of overt anxiety, poor eye contact, or inappropriate verbal or non-verbal behavior. His responses to the judgement scenarios were good. He demonstrated proper instincts around taking action and showing restraint. He did state that he could take a life in the line of duty should it be necessary. **When asked about his alcohol consumption, he did not see it as problematic.** Overall, the interview is rated as acceptable.

I have reviewed the test data and the interview of John Jones in order to screen for any apparent indicators of psychopathology or significant mental or emotional difficulties which could reasonably be predicted to interfere with the applicant's intended duties as a law enforcement officer. The applicant is **not recommended** for a position with the Las Cruces Police Department. Specifically, John is predicted to have difficulty preparing investigative and other reports, following oral and written instructions and effectively solving problems dealing with emotionally volatile issues. In addition, he does not appear to be dealing with his own use of alcohol. He may find it difficult to maintain effective working relationships with fellow deputies, court personnel and the public.

This psychological evaluation is intended to part of a comprehensive screening program to include physical testing, background investigation, and other assessments. It is valid for pre-employment purposes only, for a period of one year.

Respectfully submitted,



Peter V. DiVasto, Ph.D.
Licensed psychologist #411

Cost Proposal in Response to City of Las Cruces

RFP#12-13-309

Police Applicant Psychological Evaluations

**Submitted by Public Safety Psychological Services, PC
New Mexico Resident Bidder, No. 97R79**

COST PROPOSAL

	Price
Administering MMPI	\$ 100.00
Nelson-Denny Reading Test	\$ 35.00
Face To Face Interview	\$ 140.00
Completed Reports	\$ 50.00
Any other proposed costs that may be incurred by the City	Ø
Total Cost of Exam Per Applicant	\$ 325.00

Note: The itemized list above does not meet the current (as of 01/17/12) requirements of the NMDPS, as stated in section IV (D) of the RFP. However, Public Safety Psychological Services, PC will conduct the complete pre-employment evaluation for the stated total of \$325.00 (plus applicable NMGRT).