



managing job-related stress; recognizing post-traumatic stress disorder (PTSD) symptoms in employees who have returned from military deployment or otherwise been involved in a critical incident; and responding to incidents involving those with mental illness' or mental disorders. A peer support unit will also be created, and will be comprised of Police Department employees trained by Dr. Gallivan. Members of the unit will provide 24/7 peer-based support for any Department employee involved in a critical incident.

FINANCIAL IMPACT

PCA has agreed to offer services at a fixed rate for the duration of the two-year agreement. Funding for the remainder of FY 2011-12 would come from allocations currently in the Police Department's budget. The remainder of the contract term would be incorporated into the budget for FY 2012-13 and 2013-14; there would be no additional burden on the General Fund for the duration of the contract term.

RECOMMENDATION

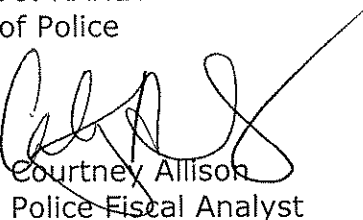
It is recommended that City Council:

- Approve the Agreement with Psychological Consulting Associates, Inc. to provide psychological counseling and training for a period of two years, in the amount of \$49,998; and
- Authorize the City Manager to execute the agreement, and make minor modifications as necessary thereto.



KEVIN J. RANEY  
Chief of Police

By:



Courtney Allison  
Police Fiscal Analyst

**Recommended for Approval**



Matthew Fertal  
City Manager

Attachment 1: Proposal from Psychological Consulting Associates, Inc.  
Attachment 2: Professional Services Agreement

## ATTACHMENT 1

Gina L. Gallivan, Ph.D., ABPP

LICENSE NUMBER PSY 18184

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### PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.

7755 Center Avenue, Suite 605 Huntington Beach, CA 92647

(714)379-8000 (714)379-8006 FAX

[pcaincorporated@gmail.com](mailto:pcaincorporated@gmail.com)

[www.helpforheroes.us](http://www.helpforheroes.us)

### PROPOSAL to Provide Psychological Training and Consultation Services to the Garden Grove Police Department

Psychological services provided by me, Gina L. Gallivan, Ph.D. (through my corporation Psychological Consulting Associates, Inc.), and my staff are performed within my mission 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. I am also proud to announce that I recently received Board Certification in Police and Public Safety Psychology. This will likely be the new standard that agencies will use in their selection of police psychologists. The letters "ABPP" after my name now indicate that I am certified by the American Board of Professional Psychology.

I have committed my entire practice of clinical and consulting psychology to law enforcement, and have been doing so since August 1998, a period of over 12 years. My training experience in counseling 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. I have extensive experience in the areas of trauma and substance abuse, and I have conducted countless psychological evaluations.

Training and Consultation Services is the fourth component of a comprehensive service plan presented to the Garden Grove Police Department. The first three components are already in place under a separate service agreement.

#### Some Training and Lecture topics include:

1. Managing Problem Employees
2. Stress Management
3. Wellness for Dispatchers
4. Career Survival
5. Law Enforcement Families (Relationship Health)
6. Mental Health Awareness in the Field
7. Post-Traumatic Stress Disorder and Stress Exposure Management
8. Maintaining the Will to Survive: How to Function and Survive During Life  
Threatening Situations (half-day minimum)
9. Working Well with Others
10. Suicide Prevention

The fees for standard lectures and training are: \$300/hr, 2hr. min, \$1,200 ½day \$2,400 full day

Specialized Training:

- |                                                                           |                                                                                                                                |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 1. Trauma Support Team Training                                           | \$2,800 full day/\$350 per hr                                                                                                  |
| 2. Tactical Decision-Making under Stress*<br>& Stress-Exposure Management | \$2,800/day<br>plus \$1,000/day<br>(for each expert tactician)<br>In addition, \$300/day for each role<br>player if necessary. |

Thank you for allowing me the opportunity to serve your agency. I look forward to your response to this proposal.

Respectfully Submitted,

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

\*The Training for the Trainers Program in Tactical Decision making is a four-day training. Sixteen days are recommended for the Stress Exposure Management Training. If the Garden Grove Police Department can supply the simunition weapons, simunitions, safety officers, role players, and safety equipment, no costs for equipment or personnel beyond me and two associates will be charged.

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Psychological Consulting Associates. Inc.**, here in after referred to as "CONTRACTOR".

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. CITY desires to utilize the services of CONTRACTOR to **furnish Psychological Training and Consultation Services for the City of Garden Grove Police Department.**
2. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of two (2) years from full execution of the agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with fee schedule (Attachment "A"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of twenty four thousand nine hundred ninety nine Dollars (\$24,999) per year, payable in arrears and in accordance with proposal in Attachment "A".
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR/CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
  - (c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from

the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
  
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (CONTRACTOR)  
 Psychological Consulting Associates. Inc.  
 7755 Center Avenue  
 Huntington Beach, CA 92647
  
  - b. (Address of City Purchasing) (with a copy to):  
 City of Garden Grove                      Garden Grove City Attorney  
 11222 Acacia Parkway                      11222 Acacia Parkway  
 Garden Grove, CA 92840                      Garden Grove, CA 92840
  
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
  
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
  
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
  
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
  
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part



of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

\\ \\ \\

(Agreement Signature Block On Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"  
CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"  
Psychological Consulting  
Associates., Inc.**

By: Gina Sullivan, PhD, ABPP

Name: Gina Sullivan, PhD, ABPP

Title: President, Psychological Consulting Associates, Inc.

Date: 12/22/11

Tax ID No. 58-2668663

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

[Signature]  
Garden Grove City Attorney

1/4/12  
Date

Psychological Consulting Associates, Inc.

CORPORATE RESOLUTION AUTHORIZING SIGNATURE

A meeting of the Board of Directors of Psychological Consulting Associates, Inc., was held on December 8, 2011, whereby a resolution was passed authorizing Gina L. Gallivan, President by her signature, to enter into any and all contractual obligations on behalf of this corporation.

Gina L. Gallivan, Secretary

(Gina L. Gallivan)

Title: Secretary

Date: 12-9-11

## ATTACHMENT A

Gina L. Gallivan, Ph.D., ABPP

LICENSE NUMBER PSY 18184

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### PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.

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