

**~~Contract # MA-060-14011457 for
Psychological Evaluation Services~~**

~~THIS AGREEMENT (hereinafter "Contract") for the procurement of Psychological Evaluation Services, as further described herein is made and entered into as of the date of the last to sign of all necessary signatures below, and is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Susan Saxe Clifford, PH.D., ABPP, APC, with a place of business at 16530 Ventura Blvd., Suite 203, Encino, CA 91436, hereinafter referred to as ("Contractor"), which are sometimes individually referred to as "Party", or collectively referred to as "Parties."~~

RECITALS

~~WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide Psychological Evaluation Services, as further set forth herein; and~~

~~WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the Request For Proposals for Psychological Evaluation Services; and~~

~~WHEREAS, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract with Contractor for Psychological Evaluation Services.~~

~~NOW, THEREFORE, the Parties mutually agree as follows:~~

ARTICLES

~~A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.~~

~~B. **Entire Contract:** This Contract, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee.~~

~~C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.~~

~~D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.~~

~~E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable~~

~~specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.~~

~~F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment C, Compensation and Pricing.~~

~~G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "FF" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.~~

~~H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.~~

~~I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.~~

~~J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.~~

~~K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation(s).~~

~~L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.~~

~~M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.~~

~~N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, its employees, nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.~~

~~O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.~~

~~P. **Insurance Provisions:** Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.~~

~~All self insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.~~

~~If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.~~

~~Qualified Insurer~~

~~The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property Casualty/United States or ambest.com).~~

~~If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.~~

~~The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:~~

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made Or per occurrence
Sexual Misconduct Liability	\$25,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00-01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00-01, CA 00-05, CA 0012, CA 00-20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests' clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

~~Insurance certificates should be forwarded to the agency/department address listed on the solicitation.~~

~~If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.~~

~~County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.~~

~~County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.~~

~~The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.~~

~~**Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County and County Indemnities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.~~

~~**R. Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.~~

~~**S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.~~

~~**T. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.~~

~~**U. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "FF" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.~~

~~**V. Pricing:** The Contract price, as more fully set forth in Attachment C, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.~~

~~W. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.~~

~~X. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.~~

~~Y. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.~~

~~Z. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.~~

~~AA. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.~~

~~BB. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.~~

~~CC. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.~~

~~DD. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.~~

~~EE. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.~~

~~FF. **Indemnification Provisions:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.~~

~~Additional Terms and Conditions~~

~~1. **Term of Contract:** This Contract shall commence on July 1, 2014 and shall continue for one (1) year renewable for four (4) additional one (1) year terms from that date. The County does not have to give reason if it decides not to renew.~~

~~2. **Scope of Services:** This Contract, including any Attachments and Exhibits, specifies the contractual terms and conditions by which Contractor shall provide Psychological Evaluation Services, as described in Attachment A (Scope of Work), under a fixed price contract, as set forth herein.~~

~~3. **Fiscal Appropriation:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.~~

~~In addition, Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.~~

~~4. **Project Manager:** County and Contractor shall each appoint a Project Manager to act as liaison between each Party during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor. County may assign an additional Project Manager to coordinate the installation of the physical plant equipment.~~

~~County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and key personnel. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.~~

~~5. **Precedence** The Contract documents herein consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.~~

~~6. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier consultants; and third parties~~

~~associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.~~

~~**7. Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of County. Failure of Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.~~

~~**8. Publication/News/Information Release:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. All press releases with either the award of this Contract or any subsequent amendment of, or effort under this Contract shall not be released without first obtaining review and written approval of said news releases from County through County's Project Manager.~~

~~**9. Reports/Meetings:** Upon County's request, Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager will meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.~~

~~**10. Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:~~

- ~~a. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;~~
- ~~b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.~~
- ~~c. Terminate the Contract immediately without penalty.~~

~~**11. Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of County's Purchasing Agent by way of the following process:~~

- ~~a. Contractor shall submit to the agency/department deputy purchasing agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.~~

~~b. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.~~

~~c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County's Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction.~~

~~12. Termination - Orderly: Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.~~

~~13. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.~~

~~14. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.~~

County: _____ Sheriff-Coroner/Professional Services Department
_____ 320 N. Flower St., 4th Floor
_____ Santa Ana, CA 92703
_____ Attn: Becky Coltman
_____ Ph: 714-834-6301

cc: _____ Sheriff-Coroner /Purchasing Services Bureau
_____ Attn: Lorena Quirarte, Buyer
_____ 320 N. Flower Street

~~_____ Santa Ana, CA 92703~~

~~_____ Ph: 714 834 4690~~

~~Contractor: _____ Susan Saxe Clifford, PH.D., ABPP, APC~~

~~_____ 16530 Ventura Blvd., Suite 203~~

~~_____ Encino, CA 91436~~

~~_____ Attn: Susan Saxe Clifford, PH.D., ABPP, APC~~

~~_____ 818-788-8005~~

- ~~**15. Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.~~
- ~~**16. Title to Data:** All materials, documents, data or information obtained from County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.~~
- ~~**17. Contractor's Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by County at reasonable times. Such records will be retained for three (3) years after the expiration or termination of this Contract.~~
- ~~**18. Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract, and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.~~
- ~~**19. Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.~~
- ~~**20. Contractor Safety Standards and Work Hours:** Contractor will ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State, and County safety and health regulations and laws.~~
- ~~**21. Audit:** County's duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify Contractor's charges to County hereunder. Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of three (3) years following the date of final payment for the~~

~~Contractor's services hereunder County reserves the right to audit and verify Contractor's records before final payment is made. County's representatives shall have the right to reproduce any of the aforesaid documents.~~

~~—Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Manager.~~

~~**22. Authorization Warranty:** Contractor represents and warrants that the person executing the Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.~~

~~**23. Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.~~

~~**24. Licenses and Standards:** Contractor represents and warrants that it and all Contractor personnel providing services under this Contract have all necessary licenses, certifications and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Further Contractor represents and warrants that its employees, agents, interns, paid or unpaid volunteers and consultants or agents shall conduct themselves in compliance with the laws applicable to sexual harassment and ethical behavior. County may terminate this Contract immediately without penalty in the event that any of Contractor personnel are found not to have any applicable or represented license.~~

~~**25. Contractor Personnel Reference Checks:** The contractor warrants that all persons employed to provide service under this contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks may be coordinated by the agency/department issuing this contract at the discretion of the Sheriff.~~

~~**26. Security Requirements:**~~

~~A. Contractor shall, with respect to all employees of Contractor performing services hereunder:~~

- ~~1. Perform background checks as to past employment history.~~
- ~~2. Inquire as to past criminal felony convictions.~~
- ~~3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.~~
- ~~4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.~~

~~B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:~~

- ~~1. Inability or unwillingness to perform in a competent manner.~~
- ~~2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.~~

- ~~3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.~~
 - ~~4. Usage of illegal drugs or other substances.~~
- ~~C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.~~
- ~~D. Nothing herein shall render any employee of Contractor an employee of County.~~

~~THE CONTRACTOR'S PERSONNEL REQUIREMENTS:~~

~~All employees must pass the County's background check and meet all requirements as set forth below:~~

- ~~1. Contractor's Personnel Background Checks:~~
 - ~~a. All personnel to be employed in performance of the work under this Contract shall be subject to background checks. Clearance must be updated and renewed every twelve (12) months from original date of clearance.~~
 - ~~b. No person shall be employed on this work that has not received prior clearance from the Sheriff-Coroner Department.~~
 - ~~c. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager.~~
 - ~~d. Contractor Security Clearance information forms for renewal, at specified intervals and for new employees of Contractor, shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance or prior to the use of any person for work occurring on Sheriff-Coroner's Facilities.~~
 - ~~e. Contractor Security Clearance information forms must be submitted on the original Sheriff-Coroner's printed form. Facsimile or photocopy forms will not be accepted.~~
 - ~~f. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.~~
 - ~~g. Contract Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.~~
 - ~~h. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.~~

~~27. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other political sub divisions and County of Orange agencies/departments. Political sub divisions and County of Orange agencies/departments wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The County of Orange may authorize the loading of this agreement into an electronic commerce system.~~

The Parties hereto have executed this Contract # MA-060-14011457 on the dates shown opposite their respective signatures below

CONTRACTOR*: SUSAN SAXE CLIFFORD, PH.D, ABPP, APC

Signature _____

Print Name _____

Title _____

Date _____

Signature _____

Print Name _____

Title _____

Date _____

* If the contracting party is a corporation, ~~(2) two signatures are required:~~ one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

COUNTY OF ORANGE, _____
a political subdivision of the State of California

By _____ Title _____

Print Name _____ Date _____

Approved by Board of Supervisors on: _____

**Approved as to form
County Counsel**

~~**ATTACHMENT A**~~
~~**SCOPE OF WORK**~~
~~**PSYCHOLOGICAL EVALUATION SERVICES**~~

~~**1. SCOPE OF WORK**~~

~~**I. Psychological Evaluation of Peace Officer Candidates**~~

~~**1.01 Introduction**~~

~~Contractor shall perform psychological evaluation of applicants for various peace officer, limited peace officer positions, and other positions as designated for the Sheriff Coroner, Probation and District Attorney offices. In addition to pre-employment psychological evaluations, Contractor shall perform fitness for duty evaluations, officer involved shooting evaluations, crisis intervention/counseling services for staff experiencing post-traumatic stress due to job related events, and research analysis and training and consultation with departments when requested.~~

~~The psychological evaluation process is a 1985 California Peace Officer Standards and Training (POST) standard. It must be done in compliance with the POST Psychological Suitability Requirements. The intent of the psychological evaluation is to exclude candidates for peace officer positions who would pose vicarious liability to the County.~~

~~**1.02 Service Objectives**~~

~~The services the Contractor shall provide to the County shall be related to psychological evaluation services and shall include: 1) administration as necessary, scoring and evaluation of at least two objective tests which have been previously validated by research to support their use in law enforcement screening; 2) the use of subjective scoring test procedures which may include, but not be limited to, the Autobiography Form and the Law Enforcement Sentence Completion form; 3) a clinical interview conducted after the written tests to review candidate background and psychological findings results to give candidate the opportunity to explain unusual or potential negative test results; and 4) a verbal and written recommendation of the psychological suitability of each candidate related to the position for which the candidate applied.~~

~~**1.03 Specific Contractor Requirements**~~

~~Each psychological evaluation shall be performed by a licensed professional in accordance with Government Code Section 1031 (f), which provides that the emotional and mental condition of a peace officer candidate shall be evaluated by either of the following:~~

~~(A) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued after completion of the psychiatric residency program; or,~~

~~(B) A psychologist licensed by the California Board of Psychology who has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued post-doctorate.~~

~~The physician and surgeon or psychologist shall also have met any applicable education and training procedures set forth by the California Commission on Peace Officer Standards and Training designed for the conduct of pre-employment psychological screening of peace officers.~~

~~In addition, the Contractor shall have a thorough knowledge and understanding of the following: research literature related to psychological screening of peace officers; equal employment opportunity requirements and fair employment issues; and the job-related criteria, including the~~

~~similarities and differences, among the peace officer professions for which the evaluations will be performed.~~

~~The Contractor shall provide a written report recommending psychological suitability for each candidate evaluated within five working days for the Probation Department and within ten working days for the Sheriff Coroner and District Attorney Departments. However, all three departments shall receive a verbal recommendation the next business day after the evaluation.~~

~~Documentation supporting such recommendations will be retained by Contractor under doctor/client confidentiality privileges. The Contractor's assessment process must comply with POST psychological screening guidelines as outlined in the POST Psychological Screening Manual in accordance with Government Code Section 1031 (f).~~

~~The Contractor shall be available to accommodate a high volume of psychological evaluations for peak recruitment periods and be able to perform them at a mutually agreed upon location within Orange County. The three County Departments using the services of the Contractor will help facilitate administration of related written tests to expedite the assessment process.~~

~~Contractor may be required to provide expert court testimony related to the psychological evaluation process.~~

~~The County may, at the Sheriff's discretion, conduct a background investigation on Contractor and all present and future employees working on county business. If Contractor or its employees fail to pass the background investigation, County is relieved of any further obligations under this contract.~~

~~The Contract for psychological evaluation services will be administered by the County of Orange Sheriff's Department Purchasing Bureau; however, Contractor will work directly with the Sheriff's Professional Standards Division and County's law enforcement departments and will directly invoice those departments for services provided with copies provided to Purchasing Department.~~

~~1.04 Job Classifications Requiring Psychological Evaluation~~

~~Listed below are the classifications within the three departments that require testing under POST requirements, plus two classifications with limited peace officer status within the Sheriff's Department that also require psychological evaluation.~~

~~Sheriff Coroner:~~

Deputy Sheriff Trainees	Reserve Deputy Sheriff
911 Call Takers	Dispatchers
Sheriff's Special Officer (SSO)	Park Rangers
Correction Services Assistant	Others as required
Deputy Coroners	

~~Probation Department:~~

Deputy Probation Officer I and II	Deputy Juvenile Correctional Officer I
Deputy Juvenile Correctional Officer II	Volunteer Probation Officer/
	Others as required

~~District Attorney:~~

Assistant Chief Investigator, DA	Chief, Bureau of Investigation DA
District Attorney Investigator	Investigative Commander, DA

~~Supervising Attorney's Investigator~~ ————— ~~Investigator/Polygraph Exam~~
~~Investigator Trainee, Welfare Fraud~~ ————— ~~Investigator, Welfare Fraud~~
~~Supervising Investigator, Welfare Fraud~~ ————— ~~Others as required~~

~~No guarantee is given by the County to the Contractor regarding usage of this Contract. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.~~

~~**ATTACHMENT B**~~
~~**COUNTY SUPPLIED ITEMS AND ASSISTANCE**~~

~~1. At County's sole discretion, County will furnish Contractor the following:~~

~~a. County will mail copies of the applicants complete background packet.~~

~~County may also consider other needs requested in the Contractor's proposal:~~

~~Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets.~~

~~**ATTACHMENT C**~~
~~**FEE SUMMARY**~~

~~**I. COMPENSATION**~~

~~Contractor's pricing is provided in the form of a single fee or set rate per psychological evaluation. A completed psychological evaluation includes the administration when necessary, and scoring of the written test, clinical interview, and preparation of verbal and written reports including recommendations for hire, the delivery of all reports to County of Orange departmental representatives, and the travel and per diem expenses necessary for the Contractor to conduct evaluations.~~

~~Fee for testimony, shall include the time, spent preparing and appearing at any proceedings, when requested by the County to explain the methodology and validity of the psychological evaluation services, fitness for duty evaluation and research analysis.~~

~~County agrees to compensate the Contractor the Firm Fixed Price set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishings all staffing and materials called for, and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.~~

~~a. Fixed Rates~~

~~For authorized work in the Scope of Work described herein and fully set forth in Attachment A, psychological evaluation services will be at the rates set forth below:~~

Services	Rate
1. Firm Fixed Fee per Psychological Evaluation	\$410.00
2. Other fees, including but not limited to those for partial evaluation services and testimony expert witness fees:	
a. Second Test Administration of the Minnesota Multiphasic Personality Inventory (MMPI), or other test scoring and interpretation	\$60.00
b. "No Show" or late cancellation of scheduled Appointment (less than 48 hours notice)	\$275.00
c. Review of file, discussion, and revised report for Different position	\$162.50
d. Hourly rate for research, analysis, and additional consultation when requested and authorized by County and crisis intervention	\$325.00

- e. ~~Hourly rate for testimony/testimony related tasks and Fitness for duty evaluations~~ ~~\$375.00~~

~~Contract total value shall not exceed \$400,000.00 per Contract term.~~

~~H. PAYMENT~~

~~a. Invoicing Instructions:~~

~~Invoices and support documentation are to be sent to:
County of Orange
Sheriff Coroner Department
320 N. Flower St., Suite 400, PSD
Santa Ana, CA 92703
Attention: Becky Colman~~

~~The Contractor may bill on the standard invoice form, but all invoices must have the following information:~~

- ~~1. Contractor's name and address~~
- ~~2. Contractor's remittance address~~
- ~~3. County Contract number: MA-060-14011457~~
- ~~4. Contractor's Tax I.D. number~~
- ~~5. Date of Order~~
- ~~6. Product description, quantity, prices~~
- ~~7. Sales tax, if applicable~~
- ~~8. Brief description of services~~

~~The County's Project Manager is responsible for approval of invoices and subsequent submittal of invoices to the Auditor Controller for processing of payment.~~

~~The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.~~

~~b. Terms:~~

~~The Auditor Controller will make payment within thirty days after receipt of invoices. All invoices must be verified and approved by the County Project Manager.~~

~~Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the services.~~

EXHIBIT I
County of Orange Child Support Enforcement

INSTRUCTIONS:

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**
RETURN COMPLETED FORM TO: SHERIFF-CORONER DEPARTMENT/PURCHASING SERVICES BUREAU, 320 N. FLOWER ST., SANTA ANA, CA 92703.

Contract Certification

PART I

A. In case of an individual contractor, provide:

— His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:

— The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; **OR**

C. *If your firm is a non-profit entity please indicate: "N/A, Non-Profit Organization" **OR** If no single person owns an interest of 10 percent or more please state this fact below:

(Please note: Part II "Certification" must also be signed and returned)

1. **Name:** _____
D.O.B. _____
SSN No: _____
Residence Address: _____

2. **Name:** _____
D.O.B. _____
SSN No: _____
Residence Address: _____

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that Susan Saxe-Clifford, PH.,D., ABPP, APC is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: MA-060-14011457 with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____