

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-20011465
BETWEEN THE
COUNTY OF ORANGE
AND
PSYCHOLOGICAL CONSULTING ASSOCIATES

This AMENDMENT NUMBER ONE to Contract number MA-060-20011465 (hereinafter “AMENDMENT NUMBER ONE”) between the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department (hereinafter “COUNTY”), and Psychological Consulting Associates, Inc. (hereinafter “CONTRACTOR”) with a place of business at 10940 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Psychological Evaluation Services on July 1, 2020 for a three (3) year term of July 1, 2020 through and including June 30, 2023, renewable for two (2) additional one-year terms, in a not to exceed amount of \$1,275,000 (hereinafter “ORIGINAL CONTRACT”); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 1, 2023 through and including June 30, 2024, in a not to exceed amount of \$425,000 as well as amend Attachment A, Scope of Work to add psychological testing of CCW applicants and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER ONE and collect the \$150 fee from CCW applicants (CCW Applicant Fees are subject to change as allowed by law);

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 7/1/20 through and including 6/30/24, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3, Renewal, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

- c. Attachment A, Scope of Work of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

ATTACHMENT A

SCOPE OF WORK

PSYCHOLOGICAL EVALUATION SERVICES

1. SCOPE OF WORK

Psychological Evaluation of Peace Officer Applicant, Candidates, Employees and CCW Applicants

This Contract is for Psychological Evaluation Services. Contractor shall meet the California Commission on Peace Officer Standards and Training (POST) for the County's law enforcement agencies, i.e., Orange County Sheriff's Department ("OCSD"), the Orange County Probation Department, the Orange County District Attorney's Office, and Orange County Community Resources. Peace officers operate in a high-risk environment where failure to make quick and effective decisions can result in devastating life-or-death consequences. Their vested power gives them the right to restrain others' freedom of movement, use physical force and restrict privacy rights by effecting lawful searches and seizures and detaining or arresting individuals. With this power comes many opportunities for the misuse of authority, including unjustified use of force, witness intimidation, evidence planting and tampering, false arrest and perjury, kickbacks, bribes, theft, illegal seizures, extortion, etc. Such acts result in unwarranted harm to citizens and lead to a community's loss of trust in its law enforcement officers. The County needs to ensure that peace officers are emotionally and psychologically equipped to perform the difficult and taxing duties inherent in their position and to resist temptations to exploit or misuse their police powers. Per the request of the County Law Enforcement department, Contractor shall also provide psychological testing to CCW Applicants in accordance with CA Penal Code Section 26190., subd. (f)..

1.01 Introduction

Contractor shall perform a psychological evaluation of candidates for various peace officer positions, limited peace officer positions, and other positions as designated for the County's law enforcement departments.

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, research analysis, training and consultation with departments as requested.

The psychological evaluation process is a POST standard and must be done in compliance with 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.

1.02A Service Objectives – Peace Officer Applicants, Candidates, Employees,

The psychological evaluation process shall be done in compliance with POST Psychological Suitability Requirements. The services the Contractor shall provide psychological evaluation services and shall include:

- a) 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.
- b) The use of subjective scoring test procedures which may include, but not be limited to, the Autobiography Form and the Law Enforcement Sentence Completions form.
- c) A clinical interview conducted after the written tests to review candidate background and psychological findings results to give the candidate the opportunity to explain unusual or potential negative test results.
- d) A verbal and written recommendation of the psychological suitability of each candidate related to the position for which the candidate applied.

1.02 B Service Objectives - CCW applicants

Contractor shall provide psychological assessment testing to CCW applicants. The purpose of the testing is intended only to identify any outward indications or history of psychological problems that might render the applicant unfit to carry a concealed firearm. This testing is not intended to certify in any other aspect that the applicant is psychologically fit. Testing method shall be in the doctor's discretion.

A simple letter summarizing the assessment test results indicating concerns to consider or no concerns to consider, or indeterminable (due to invalid assessment results), shall be provided to the Sheriff within two (2) working days; however, the Sheriff shall receive a verbal recommendation the next business day after the evaluation if the letter with evaluation results is not otherwise submitted.

The evaluator shall collect the \$150 fee from the applicant. The County shall not be responsible for any fees under this section. Contractor shall schedule all appointments promptly after the fee is paid.

All records shall be stored in accordance with the law and Contractor's own record retention policy.

1.03 Specific Contractor Requirements for Peace Officer Applicants, Candidates, Employees

- a) 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:

- 1) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in a 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,
- 2) 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 POST 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 professionals for which the evaluation will be performed.

- b) The Contractor shall provide a **written report recommending** psychological suitability for each candidate evaluated within five (5) working days for the Probation Department and within ten (10) 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. Requirements regarding CCW applicants are listed separately in Section 1.02B above.

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).

- c) Contractor shall follow the traditional P.O.S.T Model which comprises of the following two components:
 - The Pre-Offer Component:
 - Written Civil Service Exam
 - Physical Agility Test
 - Oral Board
 - Pre-Offer Background
 - Pre-Offer Polygraph
 - The Post-Offer Component:
 - Psychological
 - Medical

d) Assessment Techniques:

Contractor shall use the following assessment techniques when evaluating an applicant:

- 1) Minnesota Multiphasic Personality Inventory –3rd Edition, Restructured Form (MMPI-3RF): The MMPI-3 used as a clinical testing instrument and consists of 335 questions. This test shall assess and diagnose mental illness and shall be used as a screening instrument especially in high risks jobs, or
- 2) CPI Police & Public Safety Selection Report Form 434: This report shall be based on the 434-item version of the California Psychological Inventory (CPI). It shall be designed to improve the accuracy and fairness of employment screenings. Features of this test include:
 - Risk statements, estimates the likelihood that the applicant will demonstrate specific selection relevant problems
 - CPI Scale Profiles, allows the applicant’s test scores to be compared to those of applicants subsequently hired.
 - A list of individual “selection-relevant” CPI such as indicators of possible job performance problems
 - A summary list of CPI scales for which the applicant’s scores are favorable or unfavorable indicators of the applicant’s likely performance on specific job functions or job problem areas.
- 3) Sentence Completion: a personality assessment test that uses a sentence completion technique by word association methods.
- 4) Review of the Background Information: Provided by applicant via questionnaire and review of background material provided by the Police Department.
- 5) Clinical Interview
- 6) Mental Status Exam & Behavioral Observations

e) Classifications

Upon completion of the risk assessments, the findings will be classified according to High, Moderate, or Low Risk and Indeterminable ratings for job related deficiencies. Classifications are as follows:

- Applicants with a High Risk rating on one or more dimensions do not meet qualification standards.

Applicants with one or more Moderate Risk rating do meet the qualifications standards, but reveal an elevated potential for performance problems that may be lowered through training, experience, and/or supervision.

- Applicants with a Low Risk rating are considered suitable for a position.
- Applicants with dimensions checked “Indeterminable” cannot be assessed because the applicant has responded to the assessment process with excessive defensiveness and underreporting. A finding of Indeterminable on one or more Dimensions indicates the need for the

Department to verify the accuracy of the applicant's self-reported behavior in all phases of the selection process.

f) Risk Ratings

Risk ratings for job related deficiencies shall be determined in the following psychological competencies:

- Cluster 1: Interpersonal Behavior
 - Social
 - Teamwork
 - Assertiveness
 - Respect for Chain of Command

- Cluster 2: Judgment and Adaptability
 - Decision-Making and Judgment
 - Adaptability and Flexibility

- Cluster 3: Emotional Control
 - Emotional Regulation and Stress Tolerance
 - Avoiding Substance Abuse and Other Risk-Taking Behavior
 - Impulse Control/Attention to Safety

- Cluster 4: Work Attitudes
 - Conscientiousness/Dependability
 - Integrity/Ethics

- Cluster 5: Communication/Learning Skills
 - Communication Abilities
 - Problem Solving/Learning

g) Individual Psychotherapy:

Contractor shall provide cognitive behavioral therapy when requested by the County. This treatment is effective for issues like Post-Traumatic Stress Disorder.

h) Group Psychotherapy:

Group therapy is an effective treatment option for growth and change. In this form of counseling Contractor shall bring together, up to eight (8) people under the guidance of a professionally trained therapist to help themselves and one another. Topics include:

- Trauma Support Group
- Support Group for Post-Traumatic Stress Disorder
- Support Group for the Spouses/Significant Others of Police Officers with

PTSD

- Alcohol and Substance Abuse Group for First Responders

- i) **Fitness for Duty Evaluation**
Contractor shall perform Fitness for Duty Evaluation when requested by County. A Fitness for Duty Evaluation shall be performed when an employee demonstrates objective problematic behavior that calls into question his or her ability to perform their duties safely and effectively when there is reasonable basis for believing that the behavior is the result of an underlying psychological/psychiatric issue.
- j) **Critical Incident Debriefings:**
Contractor shall be available to provide Critical Incident Debriefings at any time of the day or night. Immediate response to trauma resulting from line of duty deaths, suicides, officer involved shootings, dead baby calls, child abuse cases, homicide or traffic collisions scenes, suicide by cop situations, and personal injuries. Contractor shall have the ability to develop a Trauma Support Team within the requesting agency that will be able to provide immediate psychological first aid to the agencies employees for critical incidents that occur on duty.
- k) 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. Contractor shall accommodate thirty (30) candidates per day or one hundred and fifty (150) candidates per week. The three County Departments using the services of the Contractor will help facilitate administration of related written tests to expedite the assessment process.
- l) Contractor may be required to provide expert court testimony related to the psychological evaluation process.
- m) The County will 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 obligation under this contract.
- n) This contract for psychological evaluation services will be administered by the OCSD Purchasing Department; however, Contractor will work directly with the Sheriff's Professional Standards Division and other County law enforcement departments and will directly invoice those departments for services provided with copies provided to the Purchasing Department.
- o) Contractor shall be located within a fifty (50) mile radius from 320 N. Flower Street, Santa Ana, CA 92703 or be able to come on site at no

additional cost to the County.

1.04 Job Classifications Requiring Psychological Evaluations

Listed below are the classifications within the County of Orange law enforcement departments that require testing under POST requirements, as well as additional classifications with limited peace officer status, and non-peace officer status, that also require psychological evaluations.

OC Sheriff-Coroner Department (OCSD):

Sheriff's Call Takers

Reserve Deputy Sheriff

Deputy Coroners

Sheriff's Correction

Services Assistant

Trainee (CSAT)

Deputy Sheriff Trainees (DST)

Sheriff's Special Officer (SSO)

Deputy Sheriffs

Correctional Services

Assistant (CSA)

Radio Dispatchers

Other classifications as required

Probation Department:

Deputy Juvenile Correctional Officer I

Supervising Probation

Officer Deputy Juvenile Correctional Officer II

Volunteer Probation

Officer Deputy Probation Officer I and II

Other classifications as

required Senior Deputy Probation Officer

District Attorney (DA):

Assistant Chief Investigator, DA

Public Assistance Investigator

Chief, Bureau of Investigation DA

Public Assistance

Investigator Trainee

District Attorney Investigator

Supervising Attorney's Investigator

Investigative Commander, DA

Supervising Investigator,

Welfare Fraud

Investigator Trainee, Welfare Fraud

Supervising Public

Assistance Investigator

Investigator, Welfare Fraud

Other classifications as required

OC Community Resources (OCCR):

Park Rangers*

*Evaluations for this classification will be submitted by one of the law enforcement agencies listed above (DA, Probation or OCSD) on behalf of OCCR

1.04 A Additional Requesting of Psychological Assessment Testing for CCW Applicants

CCW applicants who are Orange County residents seeking a permit to legally carry a firearm.

1.05 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 through the Laserfiche App, or via delivery by County Messenger Representative, or by any other method as determined appropriate by the County.
 2. Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets.
- d. ATTACHMENT B, Payment/Compensation, Section 2. Compensation, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Compensation

Contractor's pricing is provided in the form of a single fee or set rate per psychological evaluation. A completed psychological evaluation includes 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 contact to conduct evaluation.

Fees 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 furnishing 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:

	<u>Services</u>	<u>Rate</u>
1.	Firm Fixed Fee per Psychological Evaluation	\$467.50
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-2 nd Edition, Restructured Form (MMPI-2RF), or other test scoring and interpretation (<i>Note: Contractor is offering the new assessment at the old assessment price</i>)	<u>\$77.00</u>
b. “No-Show” or late cancellation for scheduled appointment (less than 48 hours’ notice)	<u>\$275.00</u>
c. Review of file, discussion and revised report for different position	<u>\$192.50</u>
d. Hourly rate for research, analysis and additional consultation when requested and authorized by County and crisis intervention	<u>\$357.50</u>
e. Hourly rate for testimony/testimony-related tasks	<u>\$357.50</u>
f. Hourly Rate for Fitness for duty evaluations	<u>\$495.00</u>
g. Training: Full Day	<u>\$3080.00</u>
Half-Day	<u>\$1540.00</u>

Pricing: Pricing increases after first term and any subsequent extended term shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for Urban Consumers for non-labor, and Urban Wage earners and Clerical Workers for labor.

Contract shall not exceed \$425,000 for the term of 7/1/23 through and including 6/30/24

Contractor shall collect the \$150 fee from the CCW applicant. Fees are subject to change as allowed by law. The County shall not be responsible for any fees for this service.

4. Payment – Invoicing Instructions:
Payments and/or invoices for the Sheriff-Coroner Department only are to be sent to:

County of Orange
Sheriff-Coroner/Professional Standards
Division 320 N Flower St.
Santa Ana, CA 92703
Attn: PSD/ES
714-834-5245

2. All other provisions of the ORIGINAL CONTRACT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE to ORIGINAL CONTRACT MA-060-20011465, which is incorporated herein by reference.

*Contractor: Psychological Consulting Associates

By: Gina L. Gallivan, PhD ABPP Title: President / CEO

Print Name: Gina L. Gallivan, PhD., ABPP Date: May 18, 2023

*Contractor: Psychological Consulting Associates

By: Michael J. Gallivan Title: Assistant Treasurer

Print Name: Michael J. Gallivan Date: May 18, 2023

**If the contracting party is a corporation, (2) two signatures are required: (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 or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: Annie Loo
Deputy
Digitally signed by Annie Loo
DN: cn=Annie Loo, o=County Counsel, ou, email=annie.loo@coco.oc.gov.com, c=US
Date: 2023.05.18 14:05:59 -0700

CONTRACT

This Agreement, MA-060-20011465 hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and Psychological Consulting Associates Inc., with a place of business at 10940 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024, hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to County's Request for Proposal ("RFP") for Psychological Evaluation Services and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to provide Psychological Evaluation Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in the Payment/Compensation Provisions, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Psychological Evaluation Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- 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 adjudication to another county.
- B. **Entire Contract:** This Contract 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 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. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or 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 descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or 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.
- 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 indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," 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 "Z" below, it shall indemnify, defend and hold County and County Indemnitees 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, costs and expenses but not including attorney's fees.
- I. **Assignment:** 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign 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 penalties pursuant to Section 1741 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 immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material 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.
- 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. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

- N. **Performance Warranty:** Contractor shall warrant 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 workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements 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.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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 with a minimum rating of 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). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the 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
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 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 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad 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.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.
- 2) A primary and 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.

- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, and Network Security & Privacy Liability are "Claims-Made" policies, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" 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 (7) 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 (30) 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.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: 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 instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all 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.
- T. 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 "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Intentionally left blank.
- V. 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.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. 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 had 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 or 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 effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The 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 the Contractor or the 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.

- Z. Indemnification: 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.
- AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.
- BB. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- CC. Contingency of Funds: 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.

Additional Terms and Conditions:

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure and receive services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A."
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
 7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The 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 the County.
 8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
 9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor’s Project Manager.

The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. 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, coordinated by the agency/department issuing this Contract.
11. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final

payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA. All records created pursuant to the Scope of Work in Attachment A shall be stored in a secure location at the Contractor's place of business in accordance with the law and Contractor's own record retention policy, but in no case less than seven (7) years.

13. **Conditions Affecting Work:** The 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 the contractor to do so will not relieve contractor from responsibility for successfully performing the work without additional cost to the County. The 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 the County are expressly stated in the contract.
14. **County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the 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 the County shall constitute grounds for termination of the Contract.

15. **Data – Title To:** All materials, documents, data or information obtained from the 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 the County. Such data or information may not be used or copied for direct or indirect use by the contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this contract.
16. **Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
17. **Disputes – Contract:**
 - A. 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 the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the agency/department assigned 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 the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the 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 the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

18. **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 the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the 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 the County or others discover errors or omissions in the reports, files or other written documents submitted by the 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 the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
19. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

20. **Contractor Personnel – Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
21. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit D.)

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm

22. News/Information Release: The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
23. 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.

For Contractor: Psychological Consulting Associates, Inc.
 Attention: Gina L. Gallivan, Ph.D., A.B.P.P.
 10940 Wilshire Blvd., Suite 1600
 Los Angeles, CA 90024
 Ph: 424-289-0299
 Email: pcaincorporated@gmail.com

For County: County of Orange
 Sheriff-Coroner Department/Purchasing Unit
 320 N. Flower St
 Santa Ana, CA 92703
 Attention: Yvette Torres, Supervising PCS
 Email: ytorres@ocsd.org.

24. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.
25. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. 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 aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
26. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
27. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the 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, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the 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
28. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities 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. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that 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. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. 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 Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

29. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
30. 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 controlled substances as defined by federal law.
 - 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 controlled substances as defined by federal law.
 - 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.
 - E. The Contractor's Personnel Requirements – All employees must pass the County's background check and meet all requirements as set forth below:
 - 1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
 - 2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. 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. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
 4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
 5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
 6. Contractor 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.
 7. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.
- E. General Security Requirement-At Worksite:
1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
 2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
 3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
 4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
 5. Failure to comply with these requirements is a criminal act and can result in prosecution.
 6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. Potential Delays/Interruptions:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

-Signature Page to Follow-

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract# MA-060-20011465 for Psychological Evaluation Services on the dates shown opposite their respective signatures below

Contractor*: Psychological Consulting Associates, Inc.

By: Gina L. Gallivan PhD ABPP Title: President
 Print Name: Gina L. Gallivan, PhD ABPP Date: 05-27-20

Contractor*: Psychological Consulting Associates, Inc.

By: Michael J. Gallivan Title: Assistant Treasurer
 Print Name: Michael J. Gallivan Date: 5/27/2020

**If the contracting party is a corporation, (2) two signatures are required: (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 or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: Frederick Lyle Rossow Title: Purchasing Manager
 Print Name: Frederick Lyle Rossow Date: 7/1/2020

Approved by the Board of Supervisors: 6/23/2020

Approved as to Form
 Office of the County Counsel
 Orange County, California

By: [Signature]
 Deputy

ATTACHMENT A
SCOPE OF WORK
PSYCHOLOGICAL EVALUATION SERVICES

1. SCOPE OF WORK

Psychological Evaluation of Peace Officer Applicant, Candidates & Employees

This Contract is for Psychological Evaluation Services. Contractor shall meet the California Commission on Peace Officer Standards and Training (POST) for the County's law enforcement agencies, i.e., Orange County Sheriff's Department ("OCSD"), the Orange County Probation Department, the Orange County District Attorney's Office, and Orange County Community Resources. Peace officers operate in a high-risk environment where failure to make quick and effective decisions can result in devastating life-or-death consequences. Their vested power gives them the right to restrain others' freedom of movement, use physical force and restrict privacy rights by effecting lawful searches and seizures and detaining or arresting individuals. With this power comes many opportunities for the misuse of authority, including unjustified use of force, witness intimidation, evidence planting and tampering, false arrest and perjury, kickbacks, bribes, theft, illegal seizures, extortion, etc. Such acts result in unwarranted harm to citizens and lead to a community's loss of trust in its law enforcement officers. The County needs to ensure that peace officers are emotionally and psychologically equipped to perform the difficult and taxing duties inherent in their position and to resist temptations to exploit or misuse their police powers.

1.01 Introduction

Contractor shall perform a psychological evaluation of candidates for various peace officer positions, limited peace officer positions, and other positions as designated for the County's law enforcement departments.

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, research analysis, training and consultation with departments as requested.

The psychological evaluation process is a POST standard. It shall be done in compliance with 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

Contractor shall provide psychological evaluation services and shall include:

- a) 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.
- b) The use of subjective scoring test procedures which may include, but not be limited to, the Autobiography Form and the Law Enforcement Sentence Completions form.
- c) A clinical interview conducted after the written tests to review candidate background and psychological findings results to give the candidate the opportunity to explain unusual or potential negative test results.
- d) 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

- a) 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:
 - 1) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in a 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,

- 2) 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 POST 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 professionals for which the evaluation will be performed.

- b) The Contractor shall provide a **written report recommending** psychological suitability for each candidate evaluated within five (5) working days for the Probation Department and within ten (10) 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).

- c) Contractor shall follow the traditional P.O.S.T Model which comprises of the following two components:
 - The Pre-Offer Component:
 - Written Civil Service Exam
 - Physical Agility Test
 - Oral Board
 - Pre-Offer Background
 - Pre-Offer Polygraph
 - The Post-Offer Component:
 - Psychological
 - Medical

- d) Assessment Techniques:

Contractor shall use the following assessment techniques when evaluating an applicant:

- 1) Minnesota Multiphasic Personality Inventory –2nd Edition, Restructured Form (MMPI-2RF): The MMPI-2 used as a clinical testing instrument and consists of 567 questions. This test shall assess and diagnose mental illness and shall be used as a screening instrument especially in high risks jobs.
- 2) CPI Police & Public Safety Selection Report Form 434: This report shall be based on the 434-item version of the California Psychological Inventory (CPI). It shall be designed to improve the accuracy and fairness of employment screenings. Features of this test include:
 - Risk statements, estimates the likelihood that the applicant will demonstrate specific selection relevant problems
 - CPI Scale Profiles, allows the applicant's test scores to be compared to those of applicants subsequently hired.
 - A list of individual "selection-relevant" CPI such as indicators of possible job performance problems
 - A summary list of CPI scales for which the applicant's scores are favorable or unfavorable indicators of the applicant's likely performance on specific job functions or job problem areas.

- 3) WPT Wonderlic Assessment Form II: a cognitive aptitude ability test that measures a candidate's ability to learn, adapt, solve problems and understand instructions
- 4) Sentence Completion: a personality assessment test that uses a sentence completion technique by word association methods.
- 5) Review of the Background Information: Provided by applicant via questionnaire and review of background material provided by the Police Department.
- 6) Clinical Interview
- 7) Mental Status Exam & Behavioral Observations

e) Classifications

Upon completion of the risk assessments, the findings will be classified according to High, Moderate, or Low Risk and Indeterminable ratings for job related deficiencies. Classifications are as follows:

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

f) Risk Ratings

Risk ratings for job related deficiencies shall be determined in the following psychological competencies:

- Cluster 1: Interpersonal Behavior
 - Social
 - Teamwork
 - Assertiveness
 - Respect for Chain of Command
- Cluster 2: Judgment and Adaptability
 - Decision-Making and Judgment
 - Adaptability and Flexibility
- Cluster 3: Emotional Control
 - Emotional Regulation and Stress Tolerance
 - Avoiding Substance Abuse and Other Risk-Taking Behavior
 - Impulse Control/Attention to Safety
- Cluster 4: Work Attitudes
 - Conscientiousness/Dependability
 - Integrity/Ethics
- Cluster 5: Communication/Learning Skills
 - Communication Abilities
 - Problem Solving/Learning

g) Individual Psychotherapy:

Contractor shall provide cognitive behavioral therapy when requested by the County. This treatment is effective for issues like Post-Traumatic Stress Disorder.

h) Group Psychotherapy:

Group therapy is an effective treatment option for growth and change. In this form of counseling Contractor shall bring together, up to eight (8) people under the guidance of a professionally trained therapist to help themselves and one another. Topics include:

- Trauma Support Group
- Support Group for Post-Traumatic Stress Disorder
- Support Group for the Spouses/Significant Others of Police Officers with PTSD
- Alcohol and Substance Abuse Group for First Responders

i) **Fitness for Duty Evaluation**

Contractor shall perform Fitness for Duty Evaluation when requested by County. A Fitness for Duty Evaluation shall be performed when an employee demonstrates objective problematic behavior that calls into question his or her ability to perform their duties safely and effectively when there is reasonable basis for believing that the behavior is the result of an underlying psychological/psychiatric issue.

j) **Critical Incident Debriefings:**

Contractor shall be available to provide Critical Incident Debriefings at any time of the day or night. Immediate response to trauma resulting from line of duty deaths, suicides, officer involved shootings, dead baby calls, child abuse cases, homicide or traffic collisions scenes, suicide by cop situations, and personal injuries. Contractor shall have the ability to develop a Trauma Support Team within the requesting agency that will be able to provide immediate psychological first aid to the agencies employees for critical incidents that occur on duty.

k) **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. Contractor shall accommodate thirty (30) candidates per day or one hundred and fifty (150) candidates per week. The three County Departments using the services of the Contractor will help facilitate administration of related written tests to expedite the assessment process.**

l) **Contractor may be required to provide expert court testimony related to the psychological evaluation process.**

m) **The County will 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 obligation under this contract.**

n) **This contract for psychological evaluation services will be administered by the OCSD Purchasing Department; however, Contractor will work directly with the Sheriff's Professional Standards Division and other County law enforcement departments and will directly invoice those departments for services provided with copies provided to the Purchasing Department.**

o) **Contractor shall be located within a fifty (50) mile radius from 320 N. Flower Street, Santa Ana, CA 92703 or be able to come on site at no additional cost to the County.**

1.04 Job Classifications Requiring Psychological Evaluations

Listed below are the classifications within the County of Orange law enforcement departments that require testing under POST requirements, as well as additional classifications with limited peace officer status, and non-peace officer status, that also require psychological evaluations.

OC Sheriff-Coroner Department (OCSD):

Sheriff's Call Takers

Reserve Deputy Sheriff

Deputy Coroners

Sheriff's Correction Services Assistant Trainee (CSAT)

County of Orange
Sheriff Coroner Department

MA-060-20011465
Psychological Evaluation Services

Page 20 of 24
File No.: C019853

Deputy Sheriff Trainees (DST)	Sheriff's Special Officer (SSO)
Deputy Sheriffs	Other classifications as required
Radio Dispatchers	

Probation Department:

Deputy Juvenile Correctional Officer I	Supervising Probation Officer
Deputy Juvenile Correctional Officer II	Volunteer Probation Officer
Deputy Probation Officer I and II	Other classifications as required
Senior Deputy Probation Officer	

District Attorney (DA):

Assistant Chief Investigator, DA	Public Assistance Investigator
Chief, Bureau of Investigation DA	Public Assistance Investigator Trainee
District Attorney Investigator	Supervising Attorney's Investigator
Investigative Commander, DA	Supervising Investigator, Welfare Fraud
Investigator Trainee, Welfare Fraud	Supervising Public Assistance Investigator
Investigator, Welfare Fraud	Other classifications as required

OC Community Resources (OCCR):

Park Rangers*

*Evaluations for this classification will be submitted by one of the law enforcement agencies listed above (DA, Probation or OCSD) on behalf of OCCR

1.05 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 through the Laserfiche App, or via delivery by County Messenger Representative, or by any other method as determined appropriate by the County.
2. Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets.

**ATTACHMENT B
PAYMENT/ COMPENSATION**

This is a fixed fee Contract between County and Contractor for services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

1. **Pricing:** Pricing set forth herein shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County. County will accept decreases only. Pricing will be firm unless a reduction is available.

Price increases after first term shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for Urban Consumers for non-labor, and Urban Wage Earners and Clerical Workers for labor.

In the event Contractor requests an hourly rate increase as a result of a government mandated minimum wage increase, the County will require Contractor to furnish an employee payroll records for the purpose of verifying which employees on this job are eligible for a minimum wage increase.

2. **Compensation**

Contractor's pricing is provided in the form of a single fee or set rate per psychological evaluation. A completed psychological evaluation includes 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 contact to conduct evaluation.

Fees 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 furnishing 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:

<u>Services</u>	<u>Rate</u>
1. Firm Fixed Fee per Psychological Evaluation	<u>\$425.00</u>
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-2 nd Edition, Restructured Form (MMPI-2RF), or other test scoring and interpretation (<i>Note: Contractor is offering the new assessment at the old assessment price</i>)	<u>\$70.00</u>
b. "No-Show" or late cancellation for scheduled appointment (less than 48 hours' notice)	<u>\$275.00</u>
c. Review of file, discussion and revised report for different position	<u>\$175.00</u>
d. Hourly rate for research, analysis and additional consultation when requested and authorized by County and crisis intervention	<u>\$325.00</u>
e. Hourly rate for testimony/testimony-related tasks	<u>\$325.00</u>
f. Hourly Rate for Fitness for duty evaluations	<u>\$450.00</u>

g. Training: Full Day	\$2,800.00
Half-Day	\$1,400.00

Contract shall not exceed: \$1,275,000.00/3years

1st year: \$425,000.00
 2nd year \$425,000.00
 3rd year: \$425,000.00

3. Contract Usage

No guarantee is given by the County to the Contractors 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.

4. **Payment-- Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1, above
- c. Name of County agency/department
- d. Delivery/service address
- e. Subordinate Agreement number
- f. Department's Account Number
- g. Date of invoice
- h. Billing period
- i. Date of service; location/route
- j. Trip charges
- k. Sales tax, if applicable
- l. Total

Payments and/or invoices for the Sheriff-Coroner Department only are to be sent to:

County of Orange
 Sheriff-Coroner/Professional Standards Division
 320 N Flower St.
 Santa Ana, CA 92703
 Attn: Employee Services Manager
 714-834-5110

Contractor will provide invoice(s) directly to Probation, District Attorney and OC Community Resources for services provided to their department. A copy of all invoices shall be sent to the Sheriff's Purchasing Department.

County of Orange Sheriff-Coroner/Professional Standards Division 320 N. Flower Street Santa Ana, CA 92703 Attn: Employee Services Manager Ph: 714-834-5110	County of Orange Probation Department P.O. Box 10260 Santa Ana, CA 92711 Attn: Araceli Perez Ph: (714) 347-4862	County of Orange District Attorney 401 Civic Center Drive West Santa Ana, CA 92701 Attn: Accounts Payable Ph: 714-347-8491	County of Orange OC Community Resources 1770 North Broadway Santa Ana, CA 92706 Attn: Accounts Payable
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5. **Payment Terms – Payment in Arrears:** The invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

6. **Year End and Final Invoices**

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.