



MARJORIE KELLY
Interim Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY
SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

October 3, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF THE DEPARTMENT
OF CHILDREN AND FAMILY SERVICES
PSYCHOLOGICAL EVALUATION SERVICES CONTRACT
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Contract (Attachment 1) with Susan C. Sturzenberger, Ph.D., to provide psychological evaluation services for potential employees of the Department of Children and Family Services (DCFS) for a period of three years, effective upon Board approval, or November 1, 2002, whichever is later, through October 31, 2005. The Maximum Annual Contract amount is \$102,000, and the Maximum Contract Sum is \$306,000. The annual cost of the Contract will be financed using \$88,740 in Federal and State revenue and \$13,260 in net County cost. The FY 2002-03 Adopted Budget includes funding for this contract.
2. Authorize the Director of DCFS, or his/her designee, to execute amendments to the Contract to increase the Contract sum by up to 10% to provide additional funding for unanticipated service increases, provided that sufficient funding is available in the DCFS budget, and approval of County Counsel and the Chief Administrative Office (CAO) is obtained prior to any such amendment. The Director of DCFS shall confirm in writing to the Board of Supervisors and the CAO within 10 workdays after execution that such amendment has been executed.

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE
BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DCFS Children's Social Workers and other staff who work directly with children are required to undergo a psychological evaluation prior to employment. These psychological evaluation services are currently being provided under a Departmental Service Order (DSO) with the CAO. Approval of the recommended Contract will allow for continuation of these essential services.

Psychological evaluations of prospective DCFS employees significantly reduce the County's exposure to potential liability, and will increase the likelihood that personnel hired to provide social services are mentally competent and do not pose a risk to DCFS or the children it serves. As such, there is a greater probability that employees hired will be mentally and emotionally fit and therefore capable of providing excellent services to the children served by DCFS. Psychological screenings will also aid in determining an applicant's psychological competence so that only the best are hired to enhance and maintain workforce excellence.

DCFS anticipates that it will have a need for approximately 600 pre-employment psychological evaluations per year under the Contract. The required services will permit DCFS to screen and hire better-qualified employees to provide efficient and effective social work and most importantly, to ensure child safety.

Implementation Of Strategic Plan Goals

The proposed Contract supports the County's Strategic Plan Goal Number 2: Workforce Excellence; Strategy 1: Recruit, develop and retain dedicated and productive employees by providing a comprehensive pre-employment psychological evaluation to candidates who will be working directly with children and whom the Department is considering for employment. The proposed Contract also contributes to the County's Strategic Plan Goal Number 5: Children and Families' Well-Being; Strategy 2: Measure progress toward improving the five outcomes for children and families.

FISCAL IMPACT/FINANCING

The Annual Maximum Contract amount is \$102,000 with a Maximum Contract Sum of \$306,000 for the three-year term. Federal and State revenue will finance 87% of the Contract costs (\$88,740 annually; \$266,220 for the contract term), and net County cost will finance the remaining 13% (\$13,260 annually; \$39,780 for the contract term). Funding for this Contract is included in the FY 2002/03 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The psychological evaluation services for DCFS had been provided by Susan Sturzenberger whose contract expired August 16, 2002. While the Invitation for Bids (IFB) process was being completed and prior to a new contract being executed, services are being provided through a Departmental Service Order (DSO) with CAO. Susan Sturzenberger submitted the only bid received as a result of the IFB process.

The recommended Contract with Susan Sturzenberger will provide for psychological evaluation services of prospective employees for a term of three years. The Contract includes a provision which requests that the Contractor consider hiring County employees targeted for layoff, or qualified County employees who are on a re-employment list when filling future vacancies. The Contract requires that the Contractor consider for employment participants in the County's Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications.

Also included in the Contract is a "budget reductions" provision. The budget reductions provision provides that if your Board adopts a budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation to the Contractor correspondingly under the Contract.

The Contract provides that the Contractor must comply with the Child Support Compliance Program. The Child Support Services Department has confirmed that the recommended vendor has filed a Principal Owner Information Form with its office.

The Contract also includes the required Jury Service Program language. However, an exception was granted to the Contractor under the small business category.

The Contractor will not be asked to perform services exceeding the approved Contract amount, scope of work, or contract period of performance.

This Board Letter has been reviewed and approved by the CAO. County Counsel has reviewed this Board Letter and has approved the attached Contract as to form. The Contractor is in compliance with all Board, CAO, and County Counsel requirements.

CONTRACTING PROCESS

DCFS contacted the Internal Services Department (ISD) for assistance with the psychological evaluation services solicitation process due to the shortage of staff in the DCFS Contract Administration Section.

An Invitation for Bids (IFB) was released to the 15 vendors shown in Attachment 2 and was also posted on the Los Angeles County website. The IFB required vendors to submit a fixed price bid to provide psychological testing for potential DCFS employees. Only one response was received. The bid was reviewed for compliance with the award selection requirements stated in the IFB and was determined to be responsive.

The Department has evaluated and determined that this is not a Proposition A contract and, therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

Community Business Enterprise Program participation information for the bidder responding to the IFB is contained in Attachment 3. The Contractor was selected without regard to gender, race, creed, or color for award of a Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Contract will enable DCFS to continue screening employee candidates, and will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. The services authorized by this Contract will lessen the County's risk exposure.

CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send a stamped copy of the approved Board letter, and a signed copy of the Contract to:

1. Department of Children and Family Services
Contracts Administration
Attention: Theresa Wisda, Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020

The Honorable Board of Supervisors
October 3, 2002
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2. Office of the County Counsel Advice and Litigation Division
Attention: Kathleen Felice, Senior Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754

and a signed copy of only the Contract to:

3. Susan C. Sturzenberger, Ph.D.
11500 Olympic Boulevard, Suite 435
Los Angeles, CA 90064

Respectfully submitted,

MARJORIE KELLY
Interim Director

MK:jb

Attachments (3)

- c: Executive Officer, Board of Supervisors
Chief Administrative Office
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

SUSAN C. STURZENBERGER, Ph.D.

FOR

PSYCHOLOGICAL EVALUATION SERVICES

NOVEMBER 2002

PSYCHOLOGICAL EVALUATION SERVICES

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EXHIBIT

A	STATEMENT OF WORK
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E	CONTRACTOR'S ADMINISTRATION
F	JURY SERVICE ORDINANCE

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
SUSAN C. STURZENBERGER, Ph.D.
FOR
PSYCHOLOGICAL EVALUATION SERVICES**

This Contract and Exhibits made and entered into this ____ day of October 2002, by and between the County of Los Angeles, hereinafter referred to as County and Susan C. Sturzenberger, Ph.D., hereinafter referred to as Contractor. Contractor is located at 11500 W. Olympic Blvd., Suite 435, Los Angeles, California 90064.

RECITALS

WHEREAS, COUNTY may contract with a private business for services in accordance with CALIFORNIA GOVERNMENT CODE SECTIONS 26227, 31000 and 53703; and

WHEREAS, COUNTY has determined that the services to be provided under this Agreement are of an extraordinary, professional nature; and

WHEREAS, CONTRACTOR is a private business and warrants that it possesses the competence, expertise and personnel necessary to provide psychological evaluation services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, and F are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task,

deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Jury Service Ordinance

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by Contractor to administer the Contract operations after the Contract award.

- 2.4 County Program Manager:** Person responsible for managing operations, including overseeing the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 County Program Director:** Person responsible for the implementation of Programs at the Department of Children and Family Services (DCFS). Responsible for assigning Program Managers to Programs.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.2** If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three (3) years commencing on November 1, 2002, or upon execution by the County's Board of Supervisors, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** Contractor shall notify DCFS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DCFS at the address herein provided in Exhibit D.

5.0 CONTRACT SUM, INVOICES AND PAYMENTS

- 5.1** The total amount payable under this Contract is \$306,000.00, "Maximum Contract Sum". The maximum amount payable under this Contract for each of the Contract years shall not exceed \$102,000.00, "Maximum Annual Contract Sum".
- 5.2** County and Contractor agree that this is a firm-fixed price contract. During the term of this Agreement, County shall compensate Contractor for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule.
- 5.3** County has no obligation to pay for expenditures by Contractor that exceed the Maximum Contract Sum. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.
- 5.4** Contractor shall notify County at the address herein provided in Exhibit D when expenditures under this Contract total seventy-five percent (75%) of the Maximum Contract Sum. Contractor shall maintain a system of record keeping that will allow Contractor to determine when expenditures under this Contract total seventy-five percent (75%) of the Maximum Contract Sum.
- 5.5 Invoices and Payments**
- 5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor

by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B- Pricing Schedule, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If County does not approve work in writing no payment shall be due Contractor for that work.

5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 Contractor's invoices shall describe the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Contractor shall submit the monthly invoices to County by the 10th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted as follows:

Send the original to:

County of Los Angeles
Department of Children and Family Services
425 Shatto Place, Room 204
Los Angeles, California 90020
Attention: Accounting Section

Send a copy to:

County of Los Angeles
Department of Children and Family Services
Human Resources Division
Betty Marshall, Program Manager
695 South Vermont Avenue, 14th Floor
Los Angeles, California 90005

5.5.6 **County Approval of Invoices.** All invoices submitted by Contractor for payment must have the written approval of the County Program Manager (CPM) prior to any payment thereof. In

no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit D. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County Program Manager

Responsibilities of County Program Manager include:

- ensuring that the objectives of this Contract are met;
- overseeing the day-to-day administration of this Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor;
- Reviewing Contractor's invoices and providing approval for payment if appropriate.

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 County Program Director

Responsibilities of County Program Director include:

- Implementation of this Program
- Assigning a Program Manager to this Program

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit E. Contractor shall notify County in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Program Manager on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of County and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo

identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Clearances

7.4.1 At any time prior to or during the term of this Contract, County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access, at the sole discretion of County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records, including but not limited to County records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. Contractor shall notify County of any attempt to obtain confidential records through the legal process.

7.5.2 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

7.6 Child Abuse Prevention Reporting

7.6.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. Contractor will remain with the child if imminent risk is present.

7.6.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in section 11164, et seq. of the Penal Code. This responsibility shall include:

1. A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code Section 11166(a) to report child abuse, sign a statement certifying that he or she knows of the reporting requirements and will comply with them.
2. The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report

child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect. A procedure acceptable to the County shall be submitted to the CPM prior to start of work.

3. The assurance that all employees of Contractor and subcontractors understand that the safety of the child is always the first priority.

7.7 Criminal Clearances

Contractor agrees to not engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including, but not limited to, the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in section 11164, et seq. of the Penal Code or any other existing or future Penal Code sections which address such crimes.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of DCFS. Any unapproved assignment or delegation shall be null and void. Any payments by DCFS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DCFS' sole discretion, against the claims, which Contractor may have against County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason

whatsoever without DCFS' express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under the Contract. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

County reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

8.4.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by Contractor and the Director of DCFS. Approval of County

Counsel must be obtained for any changes, which affect the scope of work.

- 8.4.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the Contractor, and thereafter submitted to County's Board of Supervisors for consideration and, if approved, execution.
- 8.4.3 For purposes of Sections 8.4.1 and 8.4.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 5.0 of this Agreement.
- 8.4.4 Notwithstanding the provisions of Sections 8.4.1 and 8.4.2, the Director of DCFS may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement which increase payments to Contractor which are commensurate with increases in the units of service being provided under this Agreement under the following conditions:
1. County's total payments to Contractor shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement;
 2. County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement;
 3. Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

4. The Director of DCFS shall notify County's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within fifteen (15) days following execution of such amendment.

8.5 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within five business days after contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.5.2 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, including but not limited to the Social Security Act, the Clean Air Act, applicable federal regulations, State Energy Efficiency Plan, California Welfare and Institutions Code, and the State Department of Social Services Manual of Policies and Procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6.3 Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code and attached hereto as Exhibit F.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of

hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.10.2 Contractor shall notify County of any new or vacant position(s) within Contractor's personnel who perform services set forth herein, by

sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, CA 90012
FAX: (213) 680-2450

Contractor is exempt from the provisions of this Section if it is a governmental entity.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11.1 Contractor shall send notices to the County Department of Public Social Services office(s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Bl.
Los Angeles, CA 90045

Region II – West San
Fernando Valley
14355 Roscoe Bl.
Panorama City, CA 91402

Region II – West San
Fernando Valley
27233 Camp Plenty Rd.
Canyon Country, CA 91351

Region II – West San
Fernando Valley
1050 E. Palmdale Bl. #204
Palmdale, CA 93550

Region III – San Gabriel
Valley
3216 Rosemead Bl.
El Monte, CA 91731

Region III – San Gabriel
Valley
GAIN Cal – Learn Branch
3220 Rosemead Bl.
El Monte, CA 91731

Region IV – Central and
West County
2910 W. Beverly Bl.
Los Angeles, CA 90057

Region IV – Central and
West County
Exposition Park Sub-Office
3833 S. Vermont
Los Angeles, CA 90037

Region V – South County
2959 Victoria St.
Rancho Dominguez, CA
90221

Region VI – Southeast
County
5460 Bandini Bl.
Bell, CA 90201

Region VII – East San Fernando County
3307 N. Glenoaks Bl.
Burbank, CA 91504

8.11.2 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).

8.11.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts Contractor may have with County.

8.12.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence that is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support

evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 The Director of DCFS shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director of DCFS

hereby reserves the right to assign such personnel as are needed to serve as County Program Director and CPM in order to inspect and review the Contractor's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract.

8.15.2 Contractor hereby agrees to cooperate with the CPM and the Director of DCFS, and any duly authorized State or Federal government representative, in the review and monitoring of the Contractor's work, records, and procedures at any reasonable time.

8.15.3 County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.15.4 At the request of the County, the Contractor or its appropriate representative shall attend meeting and/or training sessions as determined by the County.

8.15.5 Contractor shall prepare and submit to the CPM a written semi-annual report describing the services provided throughout each Fiscal Year. The Contractor's semi-annual report shall include, but not be limited to a description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Contract, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables as scheduled.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State 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 and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized offices of each party, when appearing in appropriate places on Change Notices or Amendments issued pursuant to Sub-paragraph 8.4, as legally sufficient evidence that such original signatures have been affixed to any Change Notice or Amendment to this Contract, such that the parties need not follow up on facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to

be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs

maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance

Prior to commencing services under this Contract, the Contractor shall deliver Certificate(s), or other evidence of coverage satisfactory to the County, to the following address:

County of Los Angeles
Department of Children and Family Services
Human Resources Division
Betty Marshall, Program Manager
695 South Vermont Avenue, 14th Floor
Los Angeles, California 90005

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such

retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits

Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor

under this Contract.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County “Non-employee Injury Report” to the CPM.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 **Workers’ Compensation and Employers’ Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’

Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.4 **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of DCFS, Contractor breaches the Contract requirements as specified in the Performance Requirements Summary (PRS) contained in Exhibit A, County will have a claim for the sum specified in the PRS, to be paid by Contractor in accordance with the Contract as liquidated damages. The CPM, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.25.2 This paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract other than those breaches of this Contract specified in the PRS, and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract

have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

Contractor shall bring to the attention of the County Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Program Manager is not able to resolve the dispute, the Director of DCFS, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D, County's Administration, and Exhibit E, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of DCFS shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.36 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property

of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.34.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.35 PUBLICITY

8.35.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; or
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Program Manager. County shall not unreasonably withhold written consent.

8.35.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, the State and Federal government shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County, State and Federal government during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law

or under this Contract. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County may conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.37 RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.38 SUBCONTRACTING

8.38.1 The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.

8.38.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by County.

8.38.3 Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.38.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

8.38.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible for notifying its subcontractors of this County approval right.

8.38.6 The County's Program Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

8.38.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.38.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Children and Family Services
Human Resources Division
Betty Marshall, Program Manager
695 South Vermont Avenue, 14th Floor
Los Angeles, California 90005

before any subcontractor employee may perform any work hereunder.

8.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.41 - Termination for Default.

8.40 TERMINATION FOR CONVENIENCE

8.40.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon

which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.40.3 For a period of five (5) years after final settlement under this Contract, Contractor shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41 TERMINATION FOR DEFAULT

8.41.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Manager:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.41.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.41.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.41.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or

services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.41.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.41, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.41, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.40 - Termination for Convenience.

8.41.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.41.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.41.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of DCFS, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.41.6 The rights and remedies of the County provided in this Sub-paragraph 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.42 TERMINATION FOR IMPROPER CONSIDERATION

8.42.1 County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.42.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.42.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.43 TERMINATION FOR INSOLVENCY

8.43.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.43.2 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.45 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.46 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.47 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 WARRANTY AGAINST CONTINGENT FEES

8.48.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.48.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and

attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

CONTRACTOR

By _____
Susan C. Sturzenberger, Ph.D.
Psychologist

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:
Lloyd W. Pellman
County Counsel

By _____
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

PSYCHOLOGICAL EVALUATION SERVICES

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ATTACHMENTS

ATTACHMENT 1 – Deliverables

ATTACHMENT 2 – Performance Requirements Summary

ATTACHMENT 3 – Sample Contract Discrepancy Report

EXHIBIT A
STATEMENT OF WORK
PSYCHOLOGICAL EVALUATION SERVICES

1.0 SCOPE OF WORK

CONTRACTOR shall provide comprehensive pre-employment psychological evaluations of employee candidates who would be working directly with children, and whom the Department of Children and Family Services (DCFS) is considering for employment.

The COUNTY estimates that it will require a maximum of 600 evaluations per year. However, the number of requests for Psychological evaluations vary from month to month. The COUNTY does not guarantee a minimum or maximum number of psychological evaluation requests.

Estimated Number of Pre-Employment Evaluations Per Year

Type	Number
Pre-employment Evaluations	600

2.0 DEFINITIONS

The following words as used in this Statement of Work (SOW) shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.1 Performance Requirements Summary

The "Performance Requirements Summary" (PRS), Attachment 2, identifies requirements of the Agreement that will be evaluated by COUNTY to assure that CONTRACTOR meets contract performance standards.

2.2 Quality Assurance

Those actions taken by COUNTY to the services listed on the PRS to determine that they meet the requirements of the SOW.

2.3 Quality Assurance Evaluator (QAE)

The COUNTY employee responsible for monitoring of CONTRACTOR's performance.

2.4 Quality Control Plan

The plan developed by a CONTRACTOR, which defines all necessary measures to be taken by the CONTRACTOR to assure that the quality of the service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Agreement's SOW. It also indicates those actions which will be taken by the

CONTRACTOR to control the delivery of services in accordance with the requirements of the SOW.

2.5 Contract Discrepancy Report (CDR)

A report prepared by COUNTY personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.

3.0 GENERAL REQUIREMENTS

- 3.1 CONTRACTOR shall be cognizant of the diverse cultural background of the population of Los Angeles County and exhibit sensitivity at all times during performance of Work under this Contract.
- 3.2 CONTRACTOR shall screen employees for psychopathy.
- 3.3 CONTRACTOR shall assess psychological functioning on such job relevant criteria as judgment and stability, to determine an employee candidate's capability to perform job functions.
- 3.4 CONTRACTOR shall comply with all applicable rules, regulations, ordinances, statutes and laws pertaining to the operation of a professional psychological evaluation service, as may now be in effect or as any of them may be amended from time to time.
- 3.5 CONTRACTOR shall maintain a valid psychologist license issued by the California Board of Psychology for each person providing services.
- 3.6 CONTRACTOR shall provide psychological evaluation services to COUNTY Monday through Friday during normal business hours (9 a.m. to 5 p.m.), excluding County holidays.
- 3.7 CONTRACTOR shall be available via telephone or pager between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding COUNTY holidays.

4.0 SPECIFIC WORK REQUIREMENTS

CONTRACTOR shall screen applicants for employment who have been referred by DCFS Human Resources Division within two (2) weeks of receipt of referral. CONTRACTOR shall screen employee candidates for psychopathology, and assess psychological functioning with respect to such job relevant criteria as the ability to use good judgment and maintain emotional stability.

4.1 Pre-interview Requirements

CONTRACTOR shall, prior to each interview, request that applicant sign a release allowing the CONTRACTOR to release his/her recommendations to COUNTY. CONTRACTOR shall not conduct the interview if the applicant declines to sign the request.

4.2 Applicable Psychodiagnostic Test

CONTRACTOR shall administer psychodiagnostic testing in individual or group testing situations, using the Minnesota Multiphasic Personality Inventory II test.

4.3 CONTRACTOR shall interview each employee candidate on an individual basis. Each interview shall be conducted for a minimum of 40 minutes in duration. CONTRACTOR shall inform employee candidate of his/her impressions at the end of each interview.

4.4 CONTRACTOR shall communicate its findings to DCFS Human Resources Division by telephone within three (3) business days of concluding the psychological evaluation of each referred employee candidate.

4.5 CONTRACTOR shall submit written findings to DCFS Human Resources within five (5) business days of concluding the psychological evaluation of each referred employee candidate to the addresses indicated in Paragraph 11 below.

5.0 COUNTY RESPONSIBILITIES

5.1 COUNTY will appoint a County Program Manager (CPM) who will oversee, administer, and monitor CONTRACTOR's Work under this Contract.

5.2 The CPM or designee will have full authority to monitor CONTRACTOR's performance in the day to day operation of this Contract.

5.3 The CPM shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

5.4 COUNTY will provide CONTRACTOR with an Employee Information Sheet on each new employee candidate prior to the individual interview.

5.5 COUNTY will provide the consent/release form to CONTRACTOR for employee Candidates to sign prior to the testing/interview.

5.6 The CPM shall monitor CONTRACTOR's performance under the resulting Contract using the Performance Requirements Summary (Attachment 2). If at any time during the term of the Contract the Work does not meet the performance standards, the CPM shall prepare a Contract Discrepancy Report (CDR) (Attachment 3), and issue the CDR to CONTRACTOR within five (5) working days of discovering the unsatisfactory performance. CONTRACTOR shall respond within five (5) working days upon notification by the CPM, and correct the discrepancy at CONTRACTOR's expense, if any.

6.0 CONTRACTOR RESPONSIBILITIES

- 6.1 CONTRACTOR shall appoint a Project Manager who will be responsible for the day to day activities of the Contract.
- 6.2 CONTRACTOR shall appoint an alternate in the event CONTRACTOR's Project Manager is unavailable.
- 6.3 The Project Manager or designee shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. The Project Manager or designee shall be able to effectively communicate in both oral and written English.
- 6.4 CONTRACTOR shall permit inspections by COUNTY representatives of CONTRACTOR's psychological evaluation facility. During inspections, COUNTY representatives may be accompanied by personnel from other governmental jurisdictions.

7.0 QUALITY CONTROL

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure COUNTY a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to COUNTY Program Manager for review within five (5) business days of Contract award. The plan shall include, but may not be limited to the following:

- 7.1 Method of monitoring to ensure that Contract requirements are being met;
- 7.2 A record of all inspections conducted by CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to COUNTY upon request.

8.0 QUALITY ASSURANCE

COUNTY will evaluate CONTRACTOR's performance under this Contract using the quality assurance procedures described below:

- 8.1 County Program Manager (CPM), or his or her designee, may require Contractor's Project Manager to attend performance evaluation meetings on an "as needed" basis, at COUNTY's sole discretion. Contractor's Project Manager shall actively participate to resolve all problems identified, and to discuss methods of improving the service. If problems are identified, COUNTY may require Contractor's Project Manager to:
 - 8.1.1 Recommend methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - 8.1.2 Recommend methods for insuring uninterrupted service to COUNTY.

9.0 SECURITY AND CONTROL PROCEDURES

- 9.1 CONTRACTOR is responsible for safeguarding and assuring the confidentiality of any and all COUNTY data. CONTRACTOR shall provide COUNTY a written copy of its Security and Control Procedures within five (5) business days of Contract award. CONTRACTOR's procedures shall identify methods used by CONTRACTOR to safeguard the confidential and sensitive data that it has in its possession on individuals.
- 9.2 CONTRACTOR shall maintain and update its Security and Control Procedures. CONTRACTOR's control procedures shall identify the methods used by CONTRACTOR to ensure that the quality of service meets the requirements of this Agreement. CONTRACTOR shall provide CPM with written Security and Control Procedures prior to the start of Work.
- 9.3 CONTRACTOR shall notify CPM of any changes to CONTRACTOR's Security and Control Procedures within ten (10) days of making changes.

10.0 MONITORING

- 10.1 The CPM shall monitor CONTRACTOR'S Contract performance based on, but not limited to, the Performance Requirements Summary (Attachment 2). If at any time during the term of the Contract, the Work does not meet the performance standards, the CPM shall prepare a Contract Discrepancy Report (CDR) (Attachment 3) and issue the CDR to CONTRACTOR within five (5) working days of discovering the unsatisfactory performance. CONTRACTOR shall respond within five (5) working days upon notification by the CPM, and correct the discrepancy, at CONTRACTOR'S expense, if any.
- 10.2 As indicated in Paragraph 10.1 above, the CPM will issue a CDR to CONTRACTOR as a means of correcting all deficiencies and precluding a recurrence. The CPM will reduce CONTRACTOR'S payment in accordance with the payment deduction schedule outlined below when there are continued same incident occurrences. Upon occurrence of the of same incident for the 4th time, the CPM may request that the CONTRACTOR be issued a "Show Cause Letter" asking CONTRACTOR to indicate why the Contract should not be terminated for default. Inadequate explanations by CONTRACTOR to the show cause letter may cause the Agreement to be terminated for default.

10.2.1 Payment Deduction

- a. First Incident CDR sent, corrective action requested.
- b. Second Incident \$50 deduction from CONTRACTOR'S invoice, 2nd CDR sent, second corrective action requested.
- c. Third Incident \$100 deduction from CONTRACTOR'S invoice, 3rd CDR sent, third corrective action requested.

- d. Fourth Incident \$250 deduction from CONTRACTOR'S invoice, issuance of "Show-Cause Letter" requiring CONTRACTOR to explain why COUNTY should not terminate the Contract for default.

10.2.2 Same Deficiency Frequencies

- a. **If a deficiency is not corrected prior to a follow-up inspection and/or the same deficiency reoccurs during two (2) consecutive months, the deficiency will be considered a second incident.**
- b. **If a deficiency is not corrected prior to a second follow-up inspection and/or the same deficiency reoccurs during three (3) consecutive months, the deficiency will be considered a third incident.**
- c. If a deficiency is not corrected prior to a third follow-up inspection and/or the same deficiency reoccurs during four (4) consecutive months, the deficiency will be considered a fourth incident.

11.0 DELIVERABLES

CONTRACTOR shall provide deliverables in accordance with Attachment 1. CONTRACTOR shall mail all deliverables to the below addresses:

Department of Children and Family Services
Human Resources Division
Betty Marshall, Program Manager
695 South Vermont Avenue, 14th Floor
Los Angeles, California 90005

and

County of Los Angeles
Department of Human Resources
Occupational Health Programs
3333 Wilshire Boulevard, Suite 1000
Los Angeles, California 90033

EXHIBIT A

ATTACHMENT 1

DELIVERABLES

Deliverable	DUE DATE	Reference
Psychodiagnostic Test Findings	Phone call within three (3) business days of test	SOW : Paragraph 4.4
Psychodiagnostic Test Findings	Written findings within five (5) business days of test	SOW: Paragraph 4.5
Quality Control Plan	Within five (5) business days of Contract award	SOW: Paragraph 7.0
Security & Control Procedures	Within five (5) business days of Contract award	SOW: Paragraph 9.0
Complaint Procedures	Within five (5) business days of Contract award	CONTRACT: Paragraph 8.5

**EXHIBIT A
ATTACHMENT 2**

PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Service Standard	Acceptable Deviation from Standard	Compliance Method	Action To Be Taken
SOW: Paragraph 3.5 – Licensing	Maintain current all required licenses	None	Verify and monitor	\$1,000 fine per occurrence, and subject to termination for default
SOW: Paragraph 4.2 – Screen employee candidates for psychopathology	Use the Minnesota Multiphasic Personality Inventory II test	None	Receive findings.	Send CDR, request corrective action
SOW: Paragraph 4.3– Employee candidate interview length of time	Interview shall be conducted for a minimum of 40 minutes in duration	None	Monitor	Send CDR, request corrective action
SOW: Paragraph 4.4 – Report findings via telephone	Communicate findings to DCFS Human Resources by telephone within 3 business days of test conclusion	None	Receive phone call with findings within 3 business days of test conclusion	Send CDR, request corrective action
SOW: Paragraph 4.5 – Findings in Pass/Fail format	Mail written findings within 5 business days of test conclusion	None	Receive findings within 5 business days of test conclusion	Send CDR, request corrective action

**EXHIBIT A
ATTACHMENT 2**

PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Service Standard	Acceptable Deviation from Standard	Compliance Method	Action To Be Taken
SOW: Paragraph 7.0 – Provide a Quality Control Plan	Quality Control Plan received within 5 business days of Contract award	None	Receive Plan	Send CDR, request corrective action
SOW: Paragraph 8.0 -- attend and participate in performance evaluation meetings	Attend performance evaluation meetings as needed	None	Monitor attendance and participation	Send CDR, request corrective action
SOW: Paragraph 9.0 – Provide written Security and Control Procedures	Security and Control Procedures received within 5 business days of Contract award.	None	Receive Procedures	Send CDR, request corrective action
Contract: Paragraph 5.5 – Invoices and Payment	CONTRACTOR shall submit timely and accurate invoices to COUNTY by 10 th calendar day of the month following service.	10 calendar days early, 5 calendar days late	Review invoices	Send CDR, request corrective action
Contract: Paragraph 8.5 – Complaint Procedure	Submit Complaint Procedure within 5 days of Contract start date	None	Receive Procedures	Send CDR, request corrective action

PRICING SCHEDULE

The fixed price for each comprehensive pre-employment psychological evaluation of an employee candidate as described in Paragraph 4.0 of the Statement of Work, for the term of this contract, is \$170.00, all inclusive.

**CONTRACTOR'S EEO
CERTIFICATION**

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: Betty Marshall
Title: Program Manager
Address: 695 South Vermont Avenue, 14th Floor
Los Angeles, California 90005
Telephone: (213) 637-1846
Facsimile: (213) 351-6576
E-Mail Address: Marsha@dcfs.co.la.ca.us

COUNTY PROGRAM DIRECTOR:

Name: Linda Parks
Title: Personnel Officer
Address: 695 South Vermont Avenue, 14th Floor
Los Angeles, California 90005
Telephone: (213) 351-5104
Facsimile: (213) 639-3860
E-Mail Address: Parksl@dcfs.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

Susan C. Sturzenberger, Ph.D.

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Susan C. Sturzenberger, Ph.D
Title: Psychologist
Address: 11500 Olympic Blvd., Suite 435
Los Angeles, California 90064
Telephone: (310) 575-8697
Facsimile: (310) 575-8697
E-Mail Address: JABERMAN@attbi.com

Notices to Contractor shall be sent to the following address:

Address: 11500 Olympic Blvd., Suite 435
Los Angeles, California 90064
Telephone: (310) 575-8697
Facsimile: (310) 575-8697
E-Mail Address: JABERMAN@attbi.com

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

CONTRACTOR MAILING LIST

PSYCHOLOGICAL EVALUATION SERVICES

Armando Bencomo

Associates in Clinical Therapy

Behavioral Health Concepts Inc., DBA Evaluation Concepts

Best Rehabcare Services, Inc.

Casa De La Familia

Comprehensive Toxicology Services (CTS)

Downtown Assessment

Frederick M. Martone, Ph.D. Clinica

Hebe Beatriz Lien, Ph.D.

Jacquelyn Stewart

Pacific Health Associates

QTC/Baybrook Medical

So. CA Alcohol & Drug Programs

Susan Sturzenberger, Ph.D.

United Way (Stephan J. Fleisher)

	Susan C. Sturzenberger, Ph.D.
TOTAL NUMBER OF EMPLOYEES/OWNERS	1
PARTNERS/ASSOCIATES:	
Black/African American	
Hispanic/Latin American	
Asian American	
Filipino American	
American Indian/Alaskan	
All Others	1
Women (included in above)	
MANAGERS	
Black/African American	
Hispanic/Latin American	
Asian American	
Filipino American	
American Indian/Alaskan	
All Others	
Women (included in above)	
STAFF:	
Black/African American	
Hispanic/Latin American	
Asian American	
Filipino American	
American Indian/Alaskan	
All Others	
Women (included in above)	
TYPE OF BUSINESS STRUCTURE:	
(Corp. = C; Partner = P; Sole Proprietor = S)	S
TOTAL NUMBER OF OWNERS/PARTNERS, ETC.	
PERCENT OF OWNERSHIP:	
Black/African American	
Hispanic/Latin American	
Asian American	
Filipino American	
American Indian/Alaskan	
All Others	100%
Women (included in above)	
CURRENT CERTIFICATION AS COMMUNITY BUSINESS ENTERPRISE (CBE) OWNED FIRM:	
State of California - Yes/No	No
City of Los Angeles - Yes/No	No
Federal Government - Yes/No	No