



**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
(RFSQ 614-SH)**

FOR

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

AUGUST 2017

**Prepared By
County of Los Angeles**

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES
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1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles (County), by and through the Los Angeles County Sheriff's Department (Department), is seeking qualified psychologists and/or psychiatrists (Vendors) to enter into Master Agreements with the County to provide psychological and/or psychiatric services on an as-needed basis.

The Department's Psychological Services Bureau (PSB) requires the services of licensed psychologists to provide as-needed counseling and/or psychotherapy services to sworn and professional staff employed by the Department and their family members/significant others utilizing brief, solution-oriented psychological interventions. PSB also requires the services of Board certified psychiatrists to provide as-needed psychiatric evaluation, including medication evaluation, and medication follow-up services to sworn and professional staff employed by the Department and their family members/significant others. Children will also be seen in the context of family treatment, with participation in the treatment plan by the affected Department employee.

1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's Minimum Mandatory Qualifications and provides information regarding some of the requirements of the Master Agreement and the solicitation process.
 - **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- **ATTACHMENTS:**
 - 1 - **STATEMENT OF WORK: PSYCHOLOGICAL SERVICES:** Describes all tasks, subtasks, deliverables, goods, services and other services related to the provision of psychological services required by County under this RFSQ and resultant Master Agreements.

EXHIBIT A - WORKER'S COMPENSATION BENEFITS PACKET: County forms.

- 2- **STATEMENT OF WORK: PSYCHIATRIC SERVICES:** Describes all tasks, subtasks, deliverables, goods, services and other services related to the provision of psychiatric services required by the County under this RFSQ and resultant Master Agreements.
- 3- **GUIDELINES FOR THE DISTRIBUTION OF WORK:** Specifies the process for referrals.
- **APPENDICES:**
 - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
 - **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
 - **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code.
 - **D - JURY SERVICE ORDINANCE:** County Code.
 - **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
 - **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
 - **G - SAFELY SURRENDERED BABY LAW:** County program.
 - **H - MODEL MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Model Master Agreement are not negotiable.
 - **I - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.
 - **J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM**
County Code.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix H - Model Master Agreement, Paragraph 2.0 – Definitions, of this RFSQ.

1.4 Vendor's Minimum Mandatory Qualifications

1.4.1 Psychological Services

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Attachment 1 - Statement of Work: Psychological Services, of this RFSQ are invited to submit a SOQ, provided they meet the following Minimum Mandatory Qualifications:

1.4.1.1 Vendor's psychologists must have a doctorate in psychology or related field from an accredited institution. Accredited institutions are those listed in the publications of regional, national or international accrediting agencies. Publications such as American Universities and Colleges, and International Handbook of Universities are acceptable.

Also acceptable, if appropriate, are degrees that have been evaluated and deemed to be equivalent to degrees from the United States accredited institutions by an academic credential evaluation agency recognized by the National Association of Credential Evaluation Services and Association of International Credential Evaluators, Inc.

Vendor shall provide a copy of the diploma, including the name of the graduate or professional school and the year graduated.

1.4.1.2 Vendor's psychologists must be licensed as a psychologist by the California Board of Psychology. Vendor shall provide a copy of the license which shall include the license number, and dates of issue/renewal.

1.4.1.3 Vendor's psychologists must have one (1) year of experience providing psychological services to employees of a public safety agency. Public safety agency is defined as any government agency whose primary goals are law enforcement and/or protecting the safety and welfare of the public. Vendor shall submit references to verify experience.

1.4.2 Psychiatric Services

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Attachment 2- Statement of Work: Psychiatric Services, of this RFSQ are invited to

submit a SOQ, provided they meet the following Minimum Mandatory Qualifications:

- 1.4.2.1 Vendor's psychiatrists must have graduated from an accredited medical school. Vendor shall provide a copy of the diploma, including name of medical school and year graduated.
- 1.4.2.2 Vendor's psychiatrists must have completed an accredited psychiatric residency program. Vendor shall provide a copy of the diploma, including the name and location of medical school and year graduated.
- 1.4.2.3 Vendor's psychiatrists must be board certified in psychiatry by the American Board of Psychiatry and Neurology. Vendor shall provide a copy of the board certification, including the year of board certification.
- 1.4.2.4 Vendor's psychiatrists must have one (1) year of experience providing psychiatric services. Vendor shall submit references to verify experience.

1.5 California Public Employees' Pension Reform Act (PEPRA)

The State of California Legislature has enacted Senate Bill 13 (Beall) regarding the California Public Employees' Pension Reform Act of 2013 (the Act). Section 7522.56(b) of the Act (as amended) reads in part, as follows:

(b) A retired person shall not serve, be employed by, or be employed through a contract directly by, a public employer in the same public retirement system from which the retiree receives the benefit without reinstatement from retirement.

As a result of the Act, the County is prohibited from contracting with a retired County employee under this RFSQ.

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide psychological and/or psychiatric services. Specific tasks, deliverables, etc. will be determined at the time the Department makes a referral.

- 1.6.1 Master Agreements will be executed with all Vendors determined to be qualified and that meet the Minimum Mandatory Qualifications in subparagraph 1.4.1 - Psychological Services, of this RFSQ and/or subparagraph 1.4.2 - Psychiatric Services, of this RFSQ.

- 1.6.2 Upon the County's execution of these Master Agreements, the qualified Vendors will become Qualified Contractors.
- 1.6.3 Qualified Contractors who are in compliance with the terms and conditions of the Master Agreement and whose evidence of insurance requirements have been received by the Department and are valid and in effect will become Active Contractors and thereafter may, based on an as-needed basis, be required to provide psychological and/or psychiatric services.
- 1.6.4 In accordance with Attachment 3 - Guidelines for the Distribution of Work, of the Master Agreement, Contractors will be selected to perform services on an as-needed basis based upon an Active Contractor's geographical area and availability. In the Department's sole discretion, the County Project Director or designee will refer the Client to the Active Contractor whose office location is the most convenient for the Department employee and/or family member/significant other that will engage in the counseling or psychotherapy sessions. However, the County Project Director or designee has the sole discretion to make a referral to any Active Contractor.
- 1.6.5 Payment for all work shall be on a fixed per-session rate and subject to the total number of authorized sessions.
- 1.6.6 The per-session rate, set by Department, has been memorialized in Appendix H – Model Master Agreement, Exhibit H - Rate of Compensation, of this RFSQ. The per-session rate shall remain fixed and firm for the term of the Master Agreement.
- 1.6.7 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor services, or any services at all, during the term of the Master Agreement.

1.7 Master Agreement Term

- 1.7.1 Prior to commencement of any Master Agreement, the Model Master Agreement must be approved by the Los Angeles County Board of Supervisors (Board). The term of the Model Master Agreement shall be for three years from November 8, 2017 through November 7, 2020 with two (2) additional one-year option periods and one (1) six month option period.
- 1.7.2 The term of the individual Master Agreements shall commence November 8, 2017, or upon the date of execution by the Sheriff, whichever is later, and shall terminate November 7, 2020. The County shall have the option to extend the term of each Master Agreement for up to two (2) additional one-year option periods and (1) one six (6) month option period in any increment, for a total term not to exceed five (5) years and six (6) months. Each option term extension shall be

executed at the sole discretion of the Sheriff as authorized by the Board of Supervisors.

- 1.7.3 Until the needs of the Department are met, the County will be continuously accepting SOQs throughout the duration of the Model Master Agreement to qualify Vendors for Master Agreements. Such Master Agreements shall become effective upon the date of execution by the Sheriff and shall terminate at the end of the then-current term of the Model Master Agreement, unless sooner extended or terminated.

1.8 County Rights and Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ and also will be posted on the Department's website at: <http://shq.lasdnews.net/shq/contracts/info.html>.

Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration – Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Alex Madera, Contract Analyst
E-mail address: AMadera@lasd.org

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camivr.co.la.ca.us/webven/>.

1.11 County Option to Reject SOQs and/or Cancel SOQ's

The County may, at its sole discretion, reject any or all SOQs submitted in response to this RFSQ, or cancel the RFSQ in its entirety. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in sub-paragraph 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the sub-paragraphs below.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.12.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference sub-paragraph 2.4, Solicitation Requirement Review)
- Review of a Disqualified SOQ (Reference sub-paragraph 3.2, Disqualification Review)

1.13 Notice to Vendor's Regarding Public Records Act

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the Qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must**

specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix H – Model Master Agreement, sub-paragraph 8.22. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix H – Model Master Agreement, sub-paragraphs 8.23 and 8.24.

1.15 Intentionally Omitted

1.16 Injury and Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.17 Background and Security Investigations

1.17.1 Each of Contractor's psychological and/or psychiatric and support staff performing services under this Master Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's psychological and/or psychiatric staff passes or fails the background investigation.

1.17.2 If a member of Contractor's psychological and/or psychiatric and support staff does not pass the background investigation, County may request that the member of Contractor's psychological and/or psychiatric staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's Psychological and/or Psychiatric and support staff any information obtained through the County's background investigation

1.17.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's psychological and/or psychiatric and support staff that does not pass such investigation to the satisfaction

of the County or whose background or conduct is incompatible with County facility access.

1.17.4 Disqualification of any member of Contractor's psychological and/or psychiatric and support staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

1.18 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision sub-paragraph 7.6 and the Independent Contractor Status sub-paragraph 8.21 in Appendix H - Model Master Agreement.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix A - Required Forms, Exhibit 2 - Certification of No Conflict of Interest.

1.20 Determination of Vendor Responsibility

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

1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

1.20.3 The County may declare a Vendor to be non-responsible for purposes of the Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a

lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.20.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.20.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21 Vendor Debarment

- 1.21.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, 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 the County or any other public entity.
- 1.21.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare

a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 1.21.4 After consideration of any objections, or if no objections are received, 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 Contractor Hearing Board.
- 1.21.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation 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 Contractor Hearing Board.

- 1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.21.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Vendor's Adherence to County Child Support Compliance Program

Contractors shall (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.23.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent 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 (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms, Exhibit 5, as part of their SOQ.

1.25 Federal Earned Income Credit

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

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms, Exhibit 9, as part of their SOQ.

1.27 County's Quality Assurance Plan

After award of a Master Agreement, the County or its agent will monitor the Contractor's performance under the Master Agreement on an annual basis.

Such monitoring will include assessing contractor's compliance with all terms and conditions in the contract and performance standards identified in Attachment 1 - Statement of Work: Psychological Services and Attachment 2 – Statement of Work: Psychiatric Services. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Master Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H – Model Master Agreement, sub-paragraph 8.38.

1.29 Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix G (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

1.30 County Policy on Doing Business with Small Business

- 1.30.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.30.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in sub-paragraph 1.32, of this Paragraph.
- 1.30.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in sub-paragraph 1.31, of this Paragraph.
- 1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C, of this RFSQ.

1.31 Jury Service Program

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix H – Model Master Agreement, sub-paragraph 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.31.1 The Jury Service Program requires Contractors and their subcontractors to 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 employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.

1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have (1) ten or fewer employees; and, (2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, (3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the

Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.31.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms, Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.32 Local Small Business Enterprise (LSBE) Preference Program

- 1.32.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: (1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or (2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 1.32.2 To apply for certification as a LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 1.32.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D – Required Forms and submit a letter of certification from the DCBA with their SOQ.
- 1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified Local LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Appendix A - Required Forms, Exhibit 1 - Vendor's Organization Questionnaire/Affidavit and CBE Information, of this RFSQ. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Social Enterprise (SE) Preference Program

1.35.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

1.35.2 The DCBA shall certify that a SE meets the criteria set forth in subparagraph 1.35.1.

1.35.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 4, Request for Preference Program Consideration in Appendix A - Required Forms and submit a letter of certification from the DCBA with their SOQ.

1.35.4 Further information on SEs is also available on the DCBA's website at: <http://dcba.lacounty.gov>.

1.36 Intentionally Omitted

1.37 Contractor's Charitable Contributions Compliance

- 1.37.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix I. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.37.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 11 as set forth in Appendix A - Required Forms. A completed Exhibit 11 is a required part of any agreement with the County.
- 1.37.3 In Exhibit 11, prospective contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
- OR -
- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 1.37.4 Prospective County contractors that do not complete Exhibit 11 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.38 Defaulted Property Tax Reduction Program

The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix J - Defaulted Tax Program

Ordinance, and the pertinent provisions of Appendix H – Model Master Agreement, sub-paragraphs 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Vendor's shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with Appendix A – Required Forms, Exhibit 12 - The County's Defaulted Property Tax Reduction Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

SOQ's that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.39.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or
- 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.39.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.39.1, 1 or 2 above.

1.39.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 4, Request for Preference Program

Consideration in Appendix A - Required Forms and submit a letter of certification from the DCBA with their SOQ.

- 1.39.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
- 1.39.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>.

1.40 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

1.41 Vendor's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendors are required to complete Exhibit 13 - Zero Tolerance Human Trafficking Policy Certification, in Appendix A - Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in sub-paragraph 8.53 - Compliance with County's Zero Tolerance Human Trafficking Policy of Appendix H – Model Master Agreement. Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Department's sole judgment and its judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ August 22, 2017
- Request for a Solicitation Requirements Review Due September 05, 2017
- Written Questions Due September 05, 2017
- Questions and Answers Released September 11, 2017
- SOQ due by September 21, 2017

2.3.2 The submittal date is an initial due date and those not received by that date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the qualifications listed. The solicitation will remain open until the needs of the Department are met.

2.3.3 In the event the Department's needs are met and the solicitation is closed, the solicitation may be reopened any time during the term of the Model Master Agreement, at the Department's discretion, in order to meet any additional Department needs. In the event the solicitation is reopened, it will be publicized on the County's website.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this sub-paragraph. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendors, and

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date. All Requests for a Solicitations Requirements Review shall be submitted to:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Irma Santana, Manager

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail or e-mail to the individual identified below. All questions must be received by September 5, 2017. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions, please specify the RFSQ Paragraph number, sub-paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in

the County not receiving the best possible responses from Vendor.
Questions should be addressed to:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Alex Madera, Contract Analyst
E-mail address: amadera@lasd.org

2.6 Intentionally Omitted

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.2 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

A. Vendor's Background and Experience (Section A.1)

The Vendor shall complete, sign and date Exhibit 1 - Vendor's Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix A – Required Forms. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.** Provide a summary of relevant background information to demonstrate that the Vendor meets the Minimum Mandatory Qualifications stated in sub-paragraph 1.4, of this RFSQ and has the capability

to perform the required services as a corporation or other entity. Vendor must include the following information in the summary:

- Vendor must provide a summary of relevant background information to demonstrate that Vendor's psychologists and/or psychiatrists meet and/or exceed the Minimum Mandatory Qualifications stated in sub-paragraph 1.4.1 - Psychological Services, and/or sub-paragraph 1.4.2 - Psychiatric Services, of this RFSQ and have the capability to perform the required services. Vendor must include the following information in the summary:
 - If seeking to qualify to perform psychological services, Vendor's psychologists must have a doctorate in psychology or related field, from an accredited institution. Vendor's psychologists must also be licensed psychologists, licensed by the California Board of Psychology.
 - If seeking to qualify to perform psychiatric services, Vendor's psychiatrists must have a diploma from an accredited medical school, a diploma from an accredited psychiatric program, and a Board certification from the American Board of Psychiatry and Neurology.
 - Vendor must describe in detail how its psychologists and/or psychiatrists are trained to provide the required services.
 - Vendor must demonstrate the capacity to perform the required services.
 - Vendor must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind the Vendor.
- Vendor shall demonstrate that each of its psychologists and psychiatrists seeking to perform services under the Master Agreement has a minimum of one (1) year of experience as required in sub-paragraphs 1.4.1.3 and 1.4.2.4 above. For each psychologist and/or psychiatrist, vendor shall submit a resume or curriculum vitae, as well as references to this verify experience requirement, including complete start dates, complete end dates, name of government and/or law enforcement agency, if applicable, and services provided. Accumulated experience from one or more agencies is acceptable. The County may disqualify the Vendor and/or prohibit the psychologist or psychiatrist from providing services under a Master Agreement if the

references fail to establish that the psychologist or psychiatrist meets this one year experience requirement.

- It is not required that Vendor be qualified to perform all the services described in both Attachment 1 - Statement of Work: Psychological Services and Attachment 2 - Statement of Work: Psychiatric Services, of this RFSQ. Vendor is asked to respond only for those service categories identified as Attachment 1 - Statement of Work: Psychological Services, and Attachment 2 - Statement of Work: Psychiatric Services, of this RFSQ based on the actual services intended to be provided by Vendor under the Master Agreement. A Vendor may submit qualifications for one or both service categories.

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

1. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
2. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

- B.** Depending on the services for which Vendor seeks to qualify, Vendor shall include one or both of the following sections as Section A.2 of the SOQ.

Psychologist: Vendor's Diploma and License (Section A.2)

If seeking to qualify to perform psychological services, Vendor shall provide copies of the following documents for each psychologist seeking to perform services under the Master Agreement:

- Diploma (doctorate in psychology or related field) from an accredited institution, including the name of graduate or professional school and year graduated; and
- License issued by the California Board of Psychology.

Psychiatrist: Vendor's Diploma and Board Certification (Section A.2)

If seeking to qualify to perform psychiatric services, Vendor shall provide copies of the following documents for each psychiatrist seeking to perform services under the Master Agreement:

- Diploma from an accredited medical school, including the name of medical school and year graduated;
- Diploma from an accredited psychiatric residency program, including the name and location of medical school and year graduated;
- Board certification from the American Board of Psychiatry and Neurology, including the year of board certification.

C. Vendor's References (Section A.3)

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 6 and 7.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel; or
- the Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours

The Vendor must complete and include Required Forms - Exhibits 6, 7 and 8 as set forth in Appendix A.

a. Prospective Contractor References, Exhibit 6

Vendor must provide three (3) references where the same or similar scope of services were provided.

b. Prospective Contractor List of Contracts, Exhibit 7

The list must include all public entities and County contracts for the last three (3) years. Use additional sheets if necessary.

c. Prospective Contractor List of Terminated Contracts, Exhibit 8

Listing must include contracts terminated within the past three (3) years with a reason for termination.

D. Vendor's Pending Litigation and Judgments (Section A.4)

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatened litigation against the Vendor or principals of the Vendor.

2.7.3 Required Forms (Section B)

The SOQ shall include the following forms as provided in Appendix A - Required Forms, of this RFSQ. Vendor shall complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 2 Certification of No Conflict of Interest

Exhibit 3 Vendor's EEO Certification

Exhibit 4 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

Exhibit 5 Familiarity with the County Lobbyist Ordinance Certification

Exhibit 9 Attestation of Willingness to Consider Gain/Grow Participants

Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 11 Charitable Contributions Certification

Exhibit 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 13 Zero Tolerance Human Trafficking Policy Certification

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix H – Model Master Agreement, sub-paragraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable business licenses.

2.8 SOQ Submission

The original SOQ, and three (3) numbered copies, shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

**“SOQ FOR PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES
(RFSQ 614-SH)”**

In addition, as part of the statement submission, Vendors shall submit .pdf electronic copies of the SOQ on 2 separate compact discs (CDs) or memory sticks, both of which shall be clearly labeled.

The SOQ and any related information shall be delivered or mailed to:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Alex Madera, Contract Analyst

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in sub-paragraph 2.3. Submitting Vendors shall bear all risks associated with

delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

Any SOQ's received after the scheduled due date and time, as stated in sub-paragraph 2.3, or any addendum amending the SOQ due date and time, will not be reviewed initially; however, they may be reviewed at a later date.

2.9 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H – Model Master Agreement.

2.10 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Irma Santana, Manager
Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration – Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012

Vendors that wish to re-submit a corrected SOQ, or correction to any component of the SOQ, must do so before the initial submission deadline stated in sub-paragraph 2.3. Resubmitted corrections to SOQs submitted after the initial deadline may not be reviewed initially, however, they may be reviewed at a later date to determine if they meet the qualifications listed in this RFSQ.

If County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or more missing information in any submitted SOQ, County, in its sole discretion, may request in writing that the particular Vendor submit a written correction of the applicable portion(s) of its SOQ within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Vendor understands and agrees that any such correction shall be limited to correcting errors or submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the SOQ for all purposes including SOQ review. If Vendor fails to submit such correction or missing information within the County-specified time period, the SOQ shall stand as written.

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Mandatory Qualifications

County shall review the Vendor's Organization Questionnaire/Affidavit and CBE Information – Exhibit 1 of Appendix A - Required Forms, and determine if the Vendor meets the Minimum Mandatory Qualifications as outlined in sub-paragraph 1.4, of this RFSQ.

Failure of the Vendor to comply with the Minimum Mandatory Qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.1.2 Vendor's Qualifications (Section A)

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Psychologist: Vendor's Diploma and License as provided in Section A.2 of the SOQ; and/or
Psychiatrist: Vendor's Diploma and Board Certification as provided in Section A.2 of the SOQ.
- Vendor's References as provided in Section A.3 of the SOQ. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.4 of the SOQ.

3.1.3 Required Forms

All forms listed in Paragraph 2, sub-paragraph 2.7.3 must be included in **Section B** of the SOQ.

3.1.4 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

3.1.5 Proof of Licenses

Review the proof of licenses provided in **Section D** of the SOQ.

3.2 Disqualification Review

A SOQ may be disqualified from consideration because the Department determined it was non-responsive at any time during the review/evaluation process. If the Department determines that a SOQ is disqualified due to non-responsiveness, the Department shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

The Department will generally select Vendors that have experience in providing a broad range of psychological and/or psychiatric services. However, in order to ensure the Department has a varied pool of Qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute a Board of Supervisors-authorized Master Agreement with each selected Vendor. All Vendors will be informed of the final selections.

ATTACHMENT 1

STATEMENT OF WORK

PSYCHOLOGICAL SERVICES

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EXHIBIT A - WORKERS' COMPENSATION BENEFITS PACKET

STATEMENT OF WORK PSYCHOLOGICAL SERVICES

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County Sheriff's Department (Department) Psychological Services Bureau (PSB) requires the services of Qualified Contractors to provide as-needed counseling and/or psychotherapy services to sworn and professional staff employed by the Department, and their family members/significant others, utilizing brief solution-oriented psychological interventions.
- 1.2 At Contractor's office, Contractor shall provide (1) individual counseling and/or psychotherapy; (2) relationship/marital counseling and/or psychotherapy; and/or (3) family counseling and/or psychotherapy.
- 1.3 Spouses and significant others may be seen individually or in the context of relationship and/or family counseling with the Department member. Children shall only be seen in the context of family counseling and/or psychotherapy with the Department member and/or the Department member's significant other.
- 1.4 Contractor shall provide psychological services under the Master Agreement only upon referral of a Client by PSB staff with the approval of the County Project Director or designee. Work will be distributed to Active Contractors as specified in Attachment 3 - Guidelines for the Distribution of Work, of the Master Agreement.
- 1.5 Contractor shall not provide psychological services to sworn or professional staff of the Department or their family members/significant others under the Master Agreement, except as approved and authorized by the County Project Director or designee pursuant to the Master Agreement. County shall not be responsible for payment for counseling and/or psychotherapy services performed by Contractor that were not previously authorized by the County Project Director or designee.
- 1.6 Once all approved and authorized counseling and/or psychotherapy sessions for a particular sworn or professional staff of the Department and/or their family members/significant others have been completed by Contractor, the sworn or professional staff of the Department and/or their family members/significant others may continue treatment with Contractor at their own expense and at Contractor's discretion. County shall not be responsible for payment for counseling and psychotherapy services performed by Contractor outside the terms of the Master Agreement.

2.0 REFERRALS

- 2.1 Upon determination by County to request psychological and/or psychiatric services, it is County's intent to refer Clients to Active Contractors, based upon the Active Contractors' geographic location and availability; however, based upon the needs of the County, the Department has the sole discretion to make a referral to any of the Active Contractors.
- 2.2 Referral Process
- 2.2.1 Work will be distributed to Active Contractors as specified in Attachment 3 - Guidelines for the Distribution of Work, of the Master Agreement.
- 2.2.2 Referrals shall be made by County Project Director or designee to Active Contractors by telephone. Such telephonic referrals shall include the following information:
- 1) Reason for referral
 - 2) Tentative session start date
 - 3) Client name
 - 4) Work status (Employee/Significant Other)
 - 5) Type of session (Independent, Couples, or Family)
- 2.3 Should an Active Contractor not be able to fulfill the requirements prior to or after the tentative session start date, the Department will proceed to the next Active Contractor available and best geographically located.

3.0 CONTRACTOR WORK REQUIREMENTS

- 3.1 Upon referral of a Client by PSB staff and with the approval of the County Project Director or designee, Contractor shall provide to Client four (4) initial counseling or psychotherapy sessions.
- 3.2 If, after the initial four (4) sessions, Contractor believes that additional counseling or psychotherapy sessions are required for a Client, Contractor shall provide a verbal report to the County Project Director or designee outlining the Client's recommended treatment plan. Contractor shall not provide additional services or sessions to Client beyond the initially authorized four (4) sessions without prior authorization from the County Project Director or designee.
- 3.3 Contractor shall provide counseling and/or psychotherapy services to Clients in forty-five to fifty (45-50) minute sessions, not to exceed a total of ten (10) sessions within a calendar year, unless additional sessions are pre-authorized by the County Project Director or designee.

- 3.4 When Contractor, during the course of evaluation and/or treatment, determines that a Client may require a psychiatric medicine consultation, Contractor shall notify the County Project Director or designee immediately. The County Project Director or designee will assist Client in obtaining an initial comprehensive psychiatric evaluation performed by a psychiatrist currently contracted with PSB. The psychiatric consultant and Contractor will be responsible for communicating with each other regarding the psychiatric medicine needs of Client, and the progress of Client on a monthly basis, if psychiatric medicine is prescribed.
- 3.5 Contractor shall maintain accurate and appropriate medical records on each Client receiving services under the Master Agreement, consistent with current professional standards.
- 3.6 Contractor shall utilize intake and Counseling Information Forms supplied by the County Project Director or designee. Failure to do so may result in delay or loss of payment for Contractor's Work.
- 3.7 Contractor shall complete all necessary documentation for record-keeping and billing purposes in a timely manner. Failure to do so may result in delay of payment for Contractor's Work.

4.0 CONTRACTOR STAFF RESPONSIBILITIES

- 4.1 Contractor's psychologists performing work under this Master Agreement shall have a doctorate in psychology or related field from an accredited institution.
- 4.2 Contractor's psychologists performing work under this Master Agreement shall be licensed psychologists, which are licensed by the California Board of Psychology.
- 4.3 Contractor's psychologists performing work under this Master Agreement shall have and maintain in good operating order a cellular telephone where they may be reached twenty-four (24) hours a day. The access numbers shall be maintained and provided to County Project Director or designee during the term of the Master Agreement.
- 4.4 Contractor's staff performing work under this Master Agreement shall be able to effectively communicate in English, both orally and in writing.

5.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office in Los Angeles County or adjoining counties with a telephone in Contractor's name where Contractor conducts business.

When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the cellular and office answering services within two (2) hours of receipt of the call from Client.

6.0 HOURS/DAYS OF WORK

Contractor work days and hours will vary, depending on the needs of the Department.

7.0 MATERIALS AND EQUIPMENT

- 7.1 Contractor shall utilize intake and Counseling Information Forms supplied by the County Project Director or designee.
- 7.2 The purchase of all equipment required to provide the needed services shall be the responsibility of Contractor.
- 7.3 Contractor shall use materials and equipment that are safe for the environment.

8.0 WORKERS' COMPENSATION BENEFITS

- 8.1 For all Clients alleging a work-related injury, Contractor shall provide Clients with information regarding Workers' Compensation benefits, as attached hereto as Exhibit A, Workers' Compensation Benefits Packet, to this SOW.
- 8.2 Contractor shall properly document in writing the alleged work-related injury, as well as other pertinent information concerning the Client. Such documentation shall be provided to the County upon request.
- 8.3 Once a work-related injury is alleged by a Client, Contractor shall cease providing, and shall not provide any further, counseling or psychotherapy to the Client until the Client signs the Receipt of Claim Form and the Declination Statement, attached hereto as part of Exhibit A, Workers' Compensation Benefits Packet, of this SOW.
- 8.4 Clients who have a current work-related injury claim pending, and Clients indicating an intent or desire to file a workers' compensation claim, shall immediately be referred back to the County Project Director or designee, and shall not be treated by or receive services from Contractor under the Master Agreement.

9.0 CONTRACT DISCREPANCY REPORT

- 9.1 County will notify Contractor in writing of any contract discrepancy as soon as possible whenever a contract discrepancy is identified. The problem

shall be resolved within a time period mutually agreed upon by County and Contractor.

- 9.2 County Project Director or designee will determine whether a formal Exhibit F, Contract Discrepancy Report, of the Master Agreement, shall be issued. Upon receipt of this document, Contractor is required to respond in writing to County Project Director or designee within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County Project Director or designee within ten (10) Business Days.

WORKERS' COMPENSATION BENEFITS PACKET

MEDICAL CARE.

Your employer will arrange for medical care, and all costs are paid directly by your employer's insurance company, so you should never see a bill. All medical treatment to cure or relieve your condition will be provided without a deductible or dollar limit.

PAYMENT FOR LOST WAGES.

If you're temporarily disabled by a job injury or illness, you'll receive salary continuation (tax-free income: 100% of salary for sworn for 365 days within a 5 year period, and 70% for professional staff within the first year of injury). After exhausting salary continuation, temporary disability (state rate) payments are made. This payment is two-thirds of your average weekly pay, up to a maximum set by state law. You have the option to supplement this benefit with your accrued time.

PAYMENT FOR PERMANENT DISABILITY.

If the injury or illness results in a permanent handicap, permanent disability payments will be necessary after recovery.

DEATH BENEFITS.

If the injury results in death, a benefit will be paid to surviving dependents.

If you need assistance completing this form, or have questions regarding your benefits, please contact the State Office of Benefit Assistance and Enforcement by calling toll free, (800) 736-7401. This service is provided to you at no cost. You also have the right to consult an attorney.

INJURY AND HEALTH SUPPORT UNIT (213) 229-3199

INJURY AND HEALTH SUPPORT UNIT
211 West Temple Street, 4th Floor, Los Angeles,
CA 90012
(213) 229-3199

Concerned Personnel:

RE: WORKERS' COMPENSATION BENEFITS

If you think your emotional/stress problems are related to your job, we would be happy to discuss your situation with you and answer questions you may have regarding your rights and benefits under Workers' Compensation.

Employee Injury Worksheet

DATE: _____

EMPLOYEE INFORMATION

Employee Name: _____ Employee No. _____
Last Name First Name Middle Name

Job Title: _____ Unit of Assignment: _____

Home Address: _____ CA _____
Street City Zip Code

Home Phone # (____)____-____

Date of Birth: _____ Date of Hire: _____ Sex: Male Female SSN: ____-____-____
(mm/dd/yyyy) (mm/dd/yyyy)

CASE INFORMATION

URN: ____-____-____-____

Date of injury or illness: _____ Time of event: _____ hrs. Time employee began work: _____ hrs.

If the employee died, when did death occur? Date of death: _____

Location Event Occurred: _____

Date Last Worked: _____ Date Returned to Work: _____

Date Employer had Knowledge of Injury: _____ Date Employee Provided Claim Form: _____

Date Employer Received Claim Form: _____

INFORMATION ABOUT THE PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL

Treatment Facility/Hospital: _____

Name of Physician: _____ Phone: (____)____-____x____

Was employee treated in an emergency room? Yes No

Was employee hospitalized overnight as an in-patient? Yes No

CORVEL NOTIFICATION 1-888-419-0585

Corvel Rep. Notified: _____ Date: _____ Time: _____ hrs.

ADDITIONAL

SUPERVISOR

Completed by: _____ Title: _____

Phone: (____)____-____x____ Date: _____

PLEASE TYPE ALL INFORMATION, IF POSSIBLE

COUNTY OF LOS ANGELES LEGALLY UNINSURED		EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS		LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	
SUPERVISOR 1. Use this form to report all injuries and illnesses to Injury Health and Support Unit. 2. Report fatal or serious injuries and illnesses immediately to the Injury Health and Support Unit.		EMPLOYEE NO.		OSHA CASE #	
		MEGA FLEX <input type="radio"/> Yes <input type="radio"/> No		<input type="checkbox"/> Fatality	
Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers compensation benefits or payments is guilty of a felony. 1871.4(a)(1) Insurance Code				California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious injury, illness, or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health.	
EMPLOYER	1. FIRST NAME COUNTY OF LOS ANGELES		1a. POLICY NUMBER		PLEASE DO NOT USE THIS COLUMN
	2. MAILING ADDRESS (Street, City, Zip) Injury and Health Support Unit, 211 West Temple St., 4th Floor, Los Angeles, CA 90012		2a. LOCATION CODE / PAYROLL LOCATION 770 /		CASE NUMBER
	3. INJURY WORKER'S UNIT OF ASSIGNMENT (Unit's Name, Address, City, Zip) Units of Assignment Address		3a. PHONE NUMBER () - x		OWNERSHIP
	4. NATURE OF BUSINESS (eg. Painting contractor, Wholesale grocer, Sawmill, Hotel, etc.) LAW ENFORCEMENT		5. STATE UNEMPLOYMENT INSURANCE ACCT. NO. 944-0503-02		
INJURY	6. TYPE OF EMPLOYER <input type="radio"/> Private <input type="radio"/> State <input checked="" type="radio"/> County <input type="radio"/> City <input type="radio"/> School District <input type="radio"/> Other Gov't. Specify:				INDUSTRY
	7. DATE OF INJURY/ONSET OF ILLNESS	8. TIME INJURY/ILLNESS OCCURRED <input type="radio"/> AM <input type="radio"/> PM	9. TIME EMPLOYEE BEGAN WORK <input type="radio"/> AM <input type="radio"/> PM	10. IF EMPLOYEE DIED, DATE OF DEATH	
	11. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY <input type="radio"/> Yes <input type="radio"/> No	12. DATE LAST WORKED	13. DATE RETURNED TO WORK	14. IF STILL OFF WORK CHECK THIS BOX <input type="checkbox"/>	
	15. PAID FULL DAYS WAGES FOR DATE OF INJURY OR LAST DAY WORKED <input type="radio"/> Yes <input type="radio"/> No	16. SALARY BEING CONTINUED <input type="radio"/> Yes <input type="radio"/> No	17. DATE OF EMPLOYER'S KNOWLEDGE/NOTICE OF INJURY/ILLNESS	18. DATE EMPLOYEE PROVIDED CLAIM FORM	
ILLNESSES	19. SPECIFIC INJURY/ILLNESS & PART OF BODY AFFECTED, MEDICAL DIAGNOSIS IF AVAILABLE e.g. 2nd degree burns on right arm, tendinitis on left elbow, lead poisoning				AGE
	20. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Street, City, Zip)		20a. COUNTY	21. ON EMPLOYER'S PREMISES <input type="radio"/> Yes <input type="radio"/> No	
	22. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED (e.g. Shipping department, machine shop)		23. OTHER WORKERS INJURED/ILL IN THIS EVENT <input type="radio"/> Yes <input type="radio"/> No		WEEKLY HOURS
	24. EQUIPMENT, MATERIAL AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED (e.g. Acetylene, welding torch, farm tractor, scaffold)				WEEKLY WAGE
25. SPECIFY ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED (e.g. Welding seams of metal forms, loading boxes onto truck)				COUNTY	
26. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS. SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS (e.g. Worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld, and right hand.) USE SEPARATE SHEET IF NECESSARY.					
27. NAME AND ADDRESS OF PHYSICIAN (Street, City, Zip)		27a. PHONE NUMBER () - x		NATURE OF INJURY	
28. HOSPITALIZED AS AN INPATIENT OVERNIGHT? IF YES, THEN, NAME AND ADDRESS OF HOSPITAL (Street, City, Zip)		<input type="radio"/> Yes <input type="radio"/> No		28a. PHONE NUMBER () - x	
		29. EMPLOYEE TREATED IN EMERGENCY ROOM <input type="radio"/> Yes <input type="radio"/> No		PART OF BODY	
ATTENTION: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. See CCR Title 8 14300.29(b)(6)-(10) & 14300.35(b)(2)(E)2. Note: Boxes 27, 27a, 28, 28a, 29, 30, 31, 32, 33, 33a, 34 and 36 indicates confidential employee information as listed in CCR Title 8 14300.35(b)(2)(E)2.*				SOURCE	
EMPLOYEE	30. EMPLOYEE NAME (Last Name, First Name, MI)		31. SOCIAL SECURITY NUMBER		32. DATE OF BIRTH (mm/dd/yyyy)
	33. HOME ADDRESS (Street, City, Zip) CA		33a. PHONE NUMBER () -		SECONDARY SOURCE
	34. SEX <input type="radio"/> Male <input type="radio"/> Female	35. OCCUPATION (Regular job title, NO initials, abbreviations or numbers)		36. DATE OF HIRE (mm/dd/yyyy)	
	37. EMPLOYEE USUALLY WORKS hrs/day, days/wk, weekly hrs	37a. EMPLOYMENT STATUS <input type="radio"/> Regular, Full Time <input type="radio"/> Part-Time <input type="radio"/> Temporary <input type="radio"/> Seasonal		37b. UNDER WHAT CLASS CODE OF YOUR POLICY WERE WAGES ASSIGNED? (JOB ITEM NO.)	
38. GROSS WAGES/SALARY per		39. OTHER PAYMENTS NOT REPORTED AS WAGES/SALARY (e.g. tips, meals, overtime, bonuses, etc.) <input type="radio"/> Yes <input type="radio"/> No			
COMPLETED BY (Type or Print)		SIGNATURE		TITLE	
CORVEL (1-888-419-0585) NOTIFIED BY		DATE		TIME hrs.	
				CORVEL PERSON NOTIFIED	

*Confidential information may be disclosed only to the employee, former employee, or their personal representative (CCR Title 8 14300.35), to others for the purpose of processing a workers' compensation or other insurance claim; and under certain circumstances to a public health or law enforcement agency or to a consultant hired by the employer (CCR Title 8 14300.30). CCR Title 8 14300.40 requires provision upon request to certain state and federal workplace safety agencies.

SEND REPORT IMMEDIATELY TO INJURY AND HEALTH SUPPORT UNIT AFTER INJURY OR ILLNESS. DO NOT WAIT FOR DOCTOR'S REPORT FILING OF THIS REPORT IS NOT AN ADMISSION OF LIABILITY



WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACION DEL TRABAJADOR (DWC 1)

Employee: Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer.

Empleado: Complete la seccion "Empleado" y entregue la forma a su empleador. Quedese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Ud. tambien deberia haber recibido de su empleador un folleto describiendo los beneficios de compensacion al trabajador lesionado y los procedimientos para obtenerlos.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Toda aquella persona que a proposito haga o cause que se produzca cualquier declaracion o representacion material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensacion a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above

Empleado—complete esta seccion y note la notacion arriba.

- 1. Name. Nombre. Today's Date. Fecha de Hoy. 4/26/17
2. Home Address. Direccion Residencial
3. City. Ciudad State. Estado CA Zip.Codigo Postal
4. Date of Injury. Fecha de la lesion (accidente). Time of Injury. Hora en que ocurrio a.m. p.m.
5. Address and description of where injury happened. Direccion/lugar donde ocurrio el accidente.
6. Describe injury and part of body affected. Describa la lesion y parte del cuerpo afectada
7. Social Security Number. Numero de Seguro Social del Empleado
8. Signature of employee. Firma del empleado

Employer—complete this section and see note below.

Empleador—complete esta seccion y note la notacion abajo.

- 9. Name of employer. Nombre del empleador LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
10. Address. Direccion
11. Date employer first knew of injury. Fecha en que el empleador supo por primera vez de la lesion o accidente
12. Date claim form was provided to employee. Fecha en que se le entrego al empleado la peticion
13. Date employer received claim form. Fecha en que el empleado devolvió la peticion al empleador
14. Name and address of insurance carrier or adjusting agency. Nombre y direccion de la compania de seguros o agencia administradora de seguros. York Risk Services Group, Inc. P.O. Box 7052 Pasadena, CA 91109
15. Insurance Policy Number. El numero de la póliza de Seguro
16. Signature of employer representative. Firma del representante del empleador
17. Title. Titulo 18. Telephone. Teléfono (800) 782-5888

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within one working day of receipt of the form from the employee.

Empleador: Se requiere que Ud. feche esta forma y que provéa copias a su compania de seguros, administrador de reclamos, o dependiente representante de reclamos y al empleado que hayan presentado esta peticion dentro del plazo de un dia habil desde el momento de haber sido recibida la forma del empleado.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

- Employer copy/Copia del Empleador Employee copy/Copia del Empleado Claims Administrator/Administrador de Reclamos Temporary Receipt/Recibo del Empleado



Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

Medical Care: Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. There is a limit on some medical services.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your predesignated doctor or medical group. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Different rules apply if your employer is using a Health Care Organization (HCO) or a Medical Provider Network (MPN). A MPN is a selected network of health care providers to provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after you file a claim form, your employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to be liable for up to \$10,000 in treatment until the claim is accepted or rejected.

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same level of privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, for most injuries you will receive temporary disability payments for a limited period of time. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Return to Work: To help you to return to work as soon as possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may

Si Ud. se lesiona o se enferma, ya sea físicamente o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación de trabajadores. Se adjunta el formulario para presentar un reclamo de compensación de trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el administrador de reclamos, quien es responsable por el manejo de su reclamo, le notificará sobre su elegibilidad para beneficios.

Para presentar un reclamo, llene la sección del formulario designada para el "Empleado," guarde una copia, y déle el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador," le dará a Ud. una copia fechada, guardará una copia, y enviará una al administrador de reclamos. Los beneficios no pueden comenzar hasta que el administrador de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

Atención Médica: Su administrador de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Hay un límite para ciertos servicios médicos.

El Médico Primario que le Atiende-Primary Treating Physician PTP es el médico con la responsabilidad total para tratar su lesión o enfermedad. Generalmente, su empleador selecciona al PTP que Ud. verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico o grupo médico previamente designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es posible que Ud. pueda cambiar al médico de su preferencia. Hay reglas diferentes que se aplican cuando su empleador usa una Organización de Cuidado Médico (HCO) o una Red de Proveedores Médicos (MPN). Una MPN es una red de proveedores de asistencia médica seleccionados para dar tratamiento a los trabajadores lesionados en el trabajo. Usted debe recibir información de su empleador si su tratamiento es cubierto por una HCO o una MPN. Hable con su empleador para más información. Si su empleador no ha colocado un cartel describiendo sus derechos para la compensación de trabajadores, Ud. puede seleccionar a su propio médico inmediatamente.

Dentro de un día después de que Ud. Presente un formulario de reclamo, su empleador autorizará todo tratamiento médico de acuerdo con las pautas de tratamiento aplicables a la presunta lesión y será responsable por \$10,000 en tratamiento hasta que el reclamo sea aceptado o rechazado.

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación de trabajadores, sus expedientes médicos no tendrán el mismo nivel de privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un juez de compensación de trabajadores posiblemente decida qué expedientes se revelarán. Si Ud. solicita privacidad, es posible que el juez "selle" (mantenga privados) ciertos expedientes médicos.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal para la mayoría de las lesiones por un periodo limitado. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos



Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility

Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

be temporary or may be extended depending on the nature of your injury or illness.

Payment for Permanent Disability: If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

Supplemental Job Displacement Benefit (SJDB): If you were injured after 1/1/04 and you have a permanent disability that prevents you from returning to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability.

Death Benefits: If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation (DWC), or you can hear recorded information and a list of local offices by calling (800) 736-7401. You may also go to the DWC website at www.dwc.ca.gov

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at www.californiaspecialist.org.

por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado una noche o no pueda trabajar durante más de 14 días.

Regreso al Trabajo: Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atiende, el administrador de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado u otro trabajo podría ser temporal o podría extenderse dependiendo de la índole de su lesión o enfermedad.

Pago por Incapacidad Permanente: Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

Beneficio Suplementario por Desplazamiento de Trabajo: Si Ud. se lesionó después del 1/1/04 y tiene una incapacidad permanente que le impide regresar al trabajo dentro de 60 días después de que los pagos por incapacidad temporal terminen, y su empleador no ofrece un trabajo modificado o alternativo, es posible que usted reúna los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitos, el administrador de reclamos pagará los gastos hasta un máximo establecido por las leyes estatales basado en su porcentaje de incapacidad permanente.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que viven en el hogar y que dependían económicamente del trabajador difunto.

Es ilegal que su empleador le castigue o despida, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. (El Código Laboral sección 132a.) De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

Ud. tiene derecho a no estar de acuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador de reclamos para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios del Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División Estatal de Compensación de Trabajadores (*Division of Workers' Compensation - DWC*) o puede escuchar información grabada, así como una lista de oficinas locales llamando al (800) 736-7401. Ud. también puede consultar con la página Web de la DWC en www.dwc.ca.gov.

Ud. puede consultar con un abogado. La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un abogado, los honorarios serán tomados de algunos de sus beneficios. Para obtener nombres de abogados de compensación de trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, ó consulte con la página Web en www.californiaspecialist.org.

**SHERIFF'S DEPARTMENT- COUNTY OF LOS ANGELES
SUPERVISOR'S INVESTIGATION-INDUSTRIAL INJURY / ILLNESS**

Exhibit A

Date of Injury: _____

URN #: _____ - _____ - _____

Is this a re-injury? Yes No

(If yes, use original URN# and do not submit a new FORM 5020 Injury Report)

EMPLOYEE INFORMATION:

Employee Name: _____, _____ Employee No. _____
Last Name First Name Middle Name

Job Title: _____ Division/Unit of Assignment: _____

INJURY / ILLNESS INVESTIGATION: (Please be detailed. Use additional pages, if needed.)

What was the employee doing at the time of injury/illness?

What was the employee's statement?

Names and statements of witnesses to injury / onset of illness:

What did you observe during your investigation and inspection of injury site?

Was the injury / illness the result of another persons actions or exposure? If yes, describe: Yes No

**SHERIFF'S DEPARTMENT- COUNTY OF LOS ANGELES
SUPERVISOR'S INVESTIGATION-INDUSTRIAL INJURY / ILLNESS**

CAL-OSHA NOTIFICATION: (Notification required in case of death or an injury or illness that: (1) requires inpatient hospitalization of more than 24 hours for other than medical observation; (2) results in loss of any member of the body, (3) produces any serious degree of permanent disfigurement, unless the death or injury is the result of an accident occurring on a public highway. Consult local directory for phone number of District Office.)

Notification made by: _____ Date: _____ Time: _____

Name of person notified: _____ District Office: _____

Nature of injury did not require CAL-OSHA notification.

ADDITIONAL INFORMATION:

If an object, furniture, equipment, etc., was involved, was it faulty or broken? Yes No

If yes, who removed/arranged for repair of item(s)? _____

What was the brand, serial #, other identifying information for this furniture, equipment, etc.?

Could this type of injury/illness be reduced or eliminated in the future through discussion, training, safety inspections, procedural changes, etc? Yes No

If yes, please explain action(s) taken to prevent/reduce risk of similar incidents:

Did you take photographs, video, tape recordings, etc.? Yes No

If yes, list and describe where items will be kept:

REMINDER: Applicable crime/traffic reports must be attached or forwarded as soon as available.

Investigated by: _____ Title: _____ Date: _____

Reviewed / Approved by: _____ Title: _____ Date: _____

Distribution: Original and 3 copies with FORM 5020 to Injury and Health Support Unit

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MEDICAL SERVICE ORDER**

Exhibit A

EMPLOYEE STATUS INFORMATION: (To be completed by Supervisor)			
TODAY'S DATE	DATE OF INJURY	EMPLOYEE NO.	SOCIAL SECURITY NUMBER
EMPLOYEE NAME (Last Name First Name, Middle Name)		UNIT OF ASSIGNMENT	PHONE NUMBER () - X
MEDICAL FACILITY AUTHORIZED TO TREAT EMPLOYEE			
SUPERVISOR'S NAME		SUPERVISOR'S SIGNATURE	

PATIENT STATUS INFORMATION: (To be completed by Treating Physician)

We are sending our employee to you for treatment in accordance with the terms of the Workers' Compensation Laws. This form authorizes you to administer initial treatment to the named employee who has reported an injury which may be work related. Please send your "Doctor's First Report" to York Risk Services Group, Inc. P.O. Box 7052 Pasadena, CA 91109.

In addition, the Sheriff's Department has an Early Return to Work Program and will modify the current position and place an injured worker into a Modified/Alternate Duty Assignment. Please complete the following Patient Status Information to outline the recovery limitations/work restrictions, if any, recommended at this time, as well as the treatment plan. **Please complete this form and provide it to the injured worker prior to leaving your office.**

WORK STATUS: (Check appropriate box and enter date)

	DATE
<input checked="" type="checkbox"/> Released to Usual and Customary Position WITHOUT Limitations	
<input type="checkbox"/> Expected Release to Usual and Customary Position	
<input type="checkbox"/> Released to Modified/Alternate Duty Assignment with the Work Restrictions listed below	
Temporarily Totally Disabled until:	
<input checked="" type="checkbox"/> Released from Care on:	

RECOVERY LIMITATIONS / WORK RESTRICTIONS: (Indicate limitations related to the following activities)

(Hours per day)	NEVER 0 hours	OCCASIONALLY Up to 3 hours	FREQUENTLY 3 - 6 hours	CONSTANTLY 6 - 8+ hours
Bending (neck, waist, both):				
Climbing:				
Driving:				
Fine finger manipulation:				
Gripping / Grasping:				
Hand Use (right / left / both):				
Kneeling / Crawling:				
Pushing / Pulling:				
Repetitive hand motions:				
Sitting:				
Standing:				
Twisting (neck, back, both):				
Walking:				
How many pounds can employee lift/carry? (Indicate Lbs)				
			With what frequency? <input type="radio"/> Infrequently <input type="radio"/> Occasionally <input type="radio"/> Frequently	
Can employee have contact with public? <input type="radio"/> Yes <input type="radio"/> No				

TREATMENT PLAN

PHYSICIAN'S NAME Appointment on:

PHYSICIAN'S ADDRESS

PHYSICIAN'S SIGNATURE

PHONE NUMBER

**COUNTY OF LOS ANGELES
EMPLOYEE'S STATEMENT DECLINING MEDICAL TREATMENT**

Employee Name: _____, _____, _____ Employee No. _____
Last Name First Name Middle Name
Department: _____
SHERIFF

Although, I have been offered (select one) **First Aid** **Medical Treatment** in connection with my injury, I am declining the offer for the following reasons:

Supervisor's Signature Employee's Signature Date

COUNTY OF LOS ANGELES
INDUSTRIAL INJURY/ILLNESS PERSONAL PHYSICIAN DESIGNATION

Under the provisions of the State of California Workers' Compensation Law, an employee has the right to be treated by his/her personal physician immediately after an industrial injury/illness providing the employee has previously submitted written notice to his/her employer of this choice. A personal physician is defined as the employee's regular physician and surgeon licensed pursuant to Chapter 5 of the Business and Professions Code, is the employee's primary care physician and has previously directed medical treatment of the employee and who retains the employee's medical records, and agrees to be the employee's predesignated physician.

In emergencies involving serious injuries, the nearest doctor or medical facility may be used, whether or not it is predesignated by the employee or listed in the Directory.

Please complete and sign the Industrial Injury/Illness Personal Physician Designation form below. If you elect to predesignate a personal physician, that physician must sign the form as well. Return the completed form to your immediate supervisor.

INDUSTRIAL INJURY/ILLNESS PERSONAL PHYSICIAN DESIGNATION		
Employee Name:	Employee #:	Department Phone #:
<input type="checkbox"/> I do not want to designate a personal physician. <input type="checkbox"/> I do want to designate my personal physician who is my primary care physician and has treated me and retains my records. I have notified my personal physician of this arrangement.		
I am the above named employee's primary care physician and agree to serve as the employee's personal physician. I have read and agree to provide medical treatment in compliance with Labor Code Section 4600 (attached). _____ (Physician Signature)		Physician Name & Phone #:
Street Address:	City:	Zip Code:
I HAVE READ THE ABOVE STATEMENT REGARDING INDUSTRIAL INJURY/ILLNESS PHYSICIAN DESIGNATION. THIS FORM CANCELS AND REPLACES ANY PREVIOUS DESIGNATION SIGNED BY ME FOR THIS PURPOSE AND SHALL REMAIN IN EFFECT UNTIL CANCELED BY ME.		
_____ (Employee Signature)		_____ (Date)
PLEASE RETAIN A COPY FOR YOUR RECORDS		
<small>"cc: Original to Unit file, with copies to Injury and Health Support Unit and Personnel Administration"</small>		

ATTACHMENT 2

STATEMENT OF WORK

PSYCHIATRIC SERVICES

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STATEMENT OF WORK PSYCHIATRIC SERVICES

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County Sheriff's Department (Department) Psychological Services Bureau (PSB) requires the services of Qualified Contractors to provide as-needed psychiatric evaluation, including medication evaluation, and medication re-evaluation services to sworn and professional staff employed by the Department and their family members/significant others.
- 1.2 At Contractor's office, Contractor shall provide psychiatric services under the Master Agreement only upon referral of a Client by PSB staff with the approval of the County Project Director or designee. Work will be distributed to Active Contractors as specified in Attachment 3 - Guidelines for the Distribution of Work, of Master Agreement.
- 1.3 Contractor shall provide (1) initial comprehensive psychiatric evaluations; (2) medication re-evaluations of intermediate length (25-30 minutes sessions) when appropriate; and/or (3) medication re-evaluations of brief length (10-15 minutes sessions) when appropriate.
- 1.4 Contractor shall not provide psychiatric services to sworn or professional staff of the Department and/or their family members/significant others under the Master Agreement, except as approved and authorized by the County Project Director or designee pursuant to the Master Agreement. County shall not be responsible for payment for psychiatric services performed by Contractor that were not previously authorized by the County Project Director or designee.
- 1.5 Once all approved and authorized psychiatric services for a particular sworn or professional staff of the Department and/or their family members/significant others have been completed by Contractor, the sworn or professional staff of the Department and/or their family member/significant others may continue treatment with Contractor at their own expense and at Contractor's discretion. County shall not be responsible for payment for psychiatric services performed by Contractor outside the terms of the Master Agreement.

2.0 REFERRALS

- 2.1 Upon determination by County to request psychological and/or psychiatric services, it is County's intent to refer Clients to Active Contractors, based upon the Active Contractors' geographic location and availability; however, based upon the needs of the County, the Department has the sole discretion to make a referral to any of the Active Contractors.

2.2 Referral Process

2.2.1 Work will be distributed to Active Contractors as specified in Attachment 3 - Guidelines for the Distribution of Work, of the Master Agreement.

2.2.2 Referrals shall be made by County Project Director or designee to Active Contractors by telephone. Such telephonic referrals shall include the following information:

- 1) Reason for referral
- 2) Tentative session start date
- 3) Client name
- 4) Work status (Employee/Significant Other)
- 5) Type of session (Independent, Couples, or Family)

2.3 Should an Active Contractor not be able to fulfill the requirements prior to or after the tentative session start date, the Department will proceed to the next Active Contractor available and best geographically located.

3.0 CONTRACTOR WORK REQUIREMENTS

3.1 Upon referral of a Client to Contractor by the County Project Director or designee, as requested by treating PSB psychologist, Contractor shall provide an initial face-to-face comprehensive psychiatric evaluation session and prescribe psychiatric medicine if appropriate, as indicated by the findings of the comprehensive psychiatric evaluation.

3.2 When prescribing psychiatric medication, Contractor shall conduct face-to-face or telephonic medication re-evaluations at least monthly or as frequently as dictated by currently accepted standards of psychiatric care. Brief length sessions, ten to fifteen (10-15) minutes, for medication re-evaluations may be conducted telephonically. Intermediate length sessions, twenty five to thirty (25-30) minutes, for medication re-evaluations should be conducted on a face-to-face basis, unless circumstances clearly require the re-evaluation to be done telephonically.

3.3 Following an initial comprehensive psychiatric evaluation, Contractor shall provide a verbal consultation report as soon as possible to the treating PSB psychologist outlining the Client's recommended treatment plan. Contractor shall provide the verbal consultation report to the treating PSB psychologist outlining the Client's recommended treatment plan before any other treatment is rendered. The verbal consultation report shall be noted in the Client's treatment or case file. Ongoing treatment beyond the initial psychiatric evaluation shall be in consultation with the treating

PSB psychologist, documented in the Client's treatment or case file and shall be approved by either the County Project Director or designee.

- 3.4 Contractor acknowledges and agrees that the treating PSB psychologist is the Client's primary care provider. Contractor serves as a consultant to the primary care provider for the purpose of prescribing and monitoring the Client's use of psychiatric medicine.
- 3.5 Contractor shall see and provide psychiatric services under the Master Agreement to a Client only if such Client is concurrently in counseling or psychotherapy with a PSB psychologist, which is either employed by or under contract with PSB.
- 3.6 Contractor shall maintain accurate and appropriate medical records regarding the Client's initial comprehensive psychiatric evaluation and progress relative to the prescribed psychiatric medicine regimen, consistent with current professional standards. Upon request by County, these records shall be made available to County and shall be provided via consultation between Contractor and the Client's treating PSB psychologist.
- 3.7 Contractor shall utilize intake and Counseling Information Forms supplied by the County Project Director or designee. Failure to do so may result in delay or loss of payment for Contractor's Work.
- 3.8 Contractor shall complete all necessary documentation for record-keeping and billing purposes in a timely manner. Failure to do so may result in delay of payment for Contractor's Work.

4.0 CONTRACTOR STAFF RESPONSIBILITIES

- 4.1 Contractor's psychiatrists performing work under this Master Agreement shall have graduated from an accredited school.
- 4.2 Contractor's psychiatrists performing work under this Master Agreement shall have completed an accredited psychiatric residency program.
- 4.3 Contractor's psychiatrists performing work under this Master Agreement must be board certified in psychiatry by the American Board of Psychiatry and Neurology.
- 4.4 Contractor's psychiatrists performing work under this Master Agreement shall have and maintain in good operating order a cellular telephone where Contractor may be reached twenty-four (24) hours a day. The access numbers shall be maintained and provided to County Project Director or designee during the term of the Master Agreement.

4.5 Contractor's staff performing work under this Master Agreement shall be able to effectively communicate in English, both orally and in writing.

5.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office in Los Angeles County or adjoining counties with a telephone in Contractor's name where Contractor conducts business. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the cellular and office answering services within two (2) hours of receipt of the call from Client.

6.0 HOURS/DAYS OF WORK

Contractor's work days and hours will vary, depending on the needs of the Department and the Clients.

7.0 MATERIALS AND EQUIPMENT

7.1 Contractor shall utilize intake and Client information forms supplied by the County Project Director or designee.

7.2 The purchase of all equipment required to provide the needed services shall be the responsibility of Contractor.

7.3 Contractor shall use materials and equipment that are safe for the environment.

8.0 CONTRACT DISCREPANCY REPORT

8.1 County will notify Contractor in writing of any contract discrepancy as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

8.2 County Project Director or designee will determine whether a formal Exhibit F - Contract Discrepancy Report, of the Master Agreement, shall be issued. Upon receipt of this document, Contractor is required to respond in writing to County Director or designee within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County Project Director or designee within ten (10) Business Days.

ATTACHMENT 3

GUIDELINES FOR THE DISTRIBUTION OF WORK

PSYCHOLOGICAL SERVICES AND/OR PSYCHIATRIC SERVICES

ATTACHMENT 3 GUIDELINES FOR THE DISTRIBUTION OF WORK

Contractors under the Master Agreement have no guarantee of work. They are utilized on an intermittent, as-needed basis to assist the Department during periods of heavy client load.

Contractors will be utilized by geographical area and availability. In the Department's sole discretion, the County Project Director or designee will refer Clients to the Active Contractor whose office location is the most convenient for the Department employee and/or family member/significant other that will engage in the counseling or psychotherapy session. However, the County Project Director or designee has the sole discretion to refer a Client to any of the Contractors.

APPENDIX A

REQUIRED FORMS

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

**APPENDIX A
REQUIRED FORMS
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REQUIRED FORMS - EXHIBIT 1

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? Yes No

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? Yes No

If yes, complete:

Name _____ **County of Registration** _____ **Year became DBA** _____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? Yes No

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

Yes No If yes, provide information:

Vendor acknowledges and certifies that firm meets and will comply with the Vendor's Minimum Mandatory Qualifications as stated in sub-paragraph 1.4, of the Request for Statement of Qualifications (RFSQ), as listed below.

Vendor acknowledges and certifies that firm meets and will comply with the Vendor's Minimum Mandatory Qualifications as stated in Section 1.4, of this Request for Statement of Qualifications, as listed below.

REQUIRED FORMS - EXHIBIT 1

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

7. Vendor is seeking to qualify to perform the following services under the Master Agreement:

Psychological Services (sub-paragraph 1.4.1)

Psychiatric Services (sub-paragraph 1.4.2)

8. **Psychological Services:** If Vendor is seeking to qualify to perform psychological services, Vendor acknowledges and certifies that Vendor meets and will comply with all of the Minimum Mandatory Qualifications listed in sub-paragraph 1.4.1, Minimum Mandatory Qualifications- Psychological Services, of this RFSQ, as listed below.

Check the appropriate boxes:

1.4.1.1 Vendor's psychologists must have a doctorate in psychology or related field from an accredited institution. Accredited institutions are those listed in the publications of regional, national or international accrediting agencies. Publications such as American Universities and Colleges, and International Handbook of Universities are acceptable.

Also acceptable, if appropriate, are degrees that have been evaluated and deemed to be equivalent to degrees from the United States accredited institutions by an academic credential evaluation agency recognized by the National Association of Credential Evaluation Services and Association of International Credential Evaluators, Inc.

Vendor shall provide a copy of the diploma, including the name of the graduate or professional school and the year graduated.

Yes **No**

1.4.1.2 Vendor's psychologists must be licensed as a psychologist by the California Board of Psychology. Vendor shall provide a copy of the license which shall include the license number, and dates of issue/renewal.

Yes **No**

1.4.1.3 Vendor's psychologists must have one (1) year of experience providing psychological services to employees of a public safety agency. Public safety agency is defined as any government agency whose primary goals are law enforcement and/or protecting the safety and welfare of the public. Vendor shall submit references to verify experience.

Yes **No**

9. **Psychiatric Services:** If Vendor is seeking to qualify to perform psychiatric services, Vendor acknowledges and certifies that Vendor meets and will comply with all of the Minimum Mandatory Qualifications listed in sub-paragraph 1.4.2, Minimum Mandatory Qualifications- Psychiatric Services, of this RFSQ, as listed below.

REQUIRED FORMS - EXHIBIT 1

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Check the appropriate boxes:

1.4.2.1 Vendor's psychiatrists must have graduated from an accredited medical school. Vendor shall provide a copy of the diploma, including name of medical school and year graduated.

Yes **No**

1.4.2.2 Vendor's psychiatrists must have completed an accredited psychiatric residency program. Vendor shall provide a copy of the diploma, including the name and location of medical school and year graduated.

Yes **No**

1.4.2.3 Vendor's psychiatrists must be board certified in psychiatry by the American Board of Psychiatry and Neurology. Vendor shall provide a copy of the board certification, including the year of board certification.

Yes **No**

1.4.2.4 Vendor's psychiatrists must have one (1) year of experience providing psychiatric services. Vendor shall submit references to verify experience.

Yes **No**

10. Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his judgment shall be final.

Vendor's Name: _____

Address: _____

E-mail address: _____ Telephone number: _____ Fax number _____

I _____ certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

REQUIRED FORMS - EXHIBIT 1

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

I. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

VENDOR NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
VENDOR OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

REQUIRED FORMS - EXHIBIT 2
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name

Vendor Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 3
VENDOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the 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.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 4

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

- DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT 5
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

REQUIRED FORMS - EXHIBIT 6

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

Psychological Services: Vendor must provide three (3) reference(s) where the same or similar scope of services were provided.

Psychiatric Services: Vendor must provide three (3) reference(s) where the same or similar scope of services were provided.

(Contact person must be able to answer questions related to service provided)

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 7

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities and County contracts for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 8

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List all contracts that have been terminated with the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	Reason for Termination:			
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	Reason for Termination:			
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	Reason for Termination:			
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	Reason for Termination:			
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email
Name or Contract No.	Reason for Termination:			

REQUIRED FORMS - EXHIBIT 9

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email:
GAINGROW@DPSS.LACOUNTY.GOV

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Vendor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No.: _____ Fax No.: _____

**REQUIRED FORMS - EXHIBIT 10
 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
 CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is given an exemption from the Program

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS - EXHIBIT 11
CHARITABLE CONTRIBUTIONS CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 12

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

REQUIRED FORMS - EXHIBIT 13

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

VENDOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

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. (Ord. 2002-0015 § 1 (part), 2002)

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 purchase 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

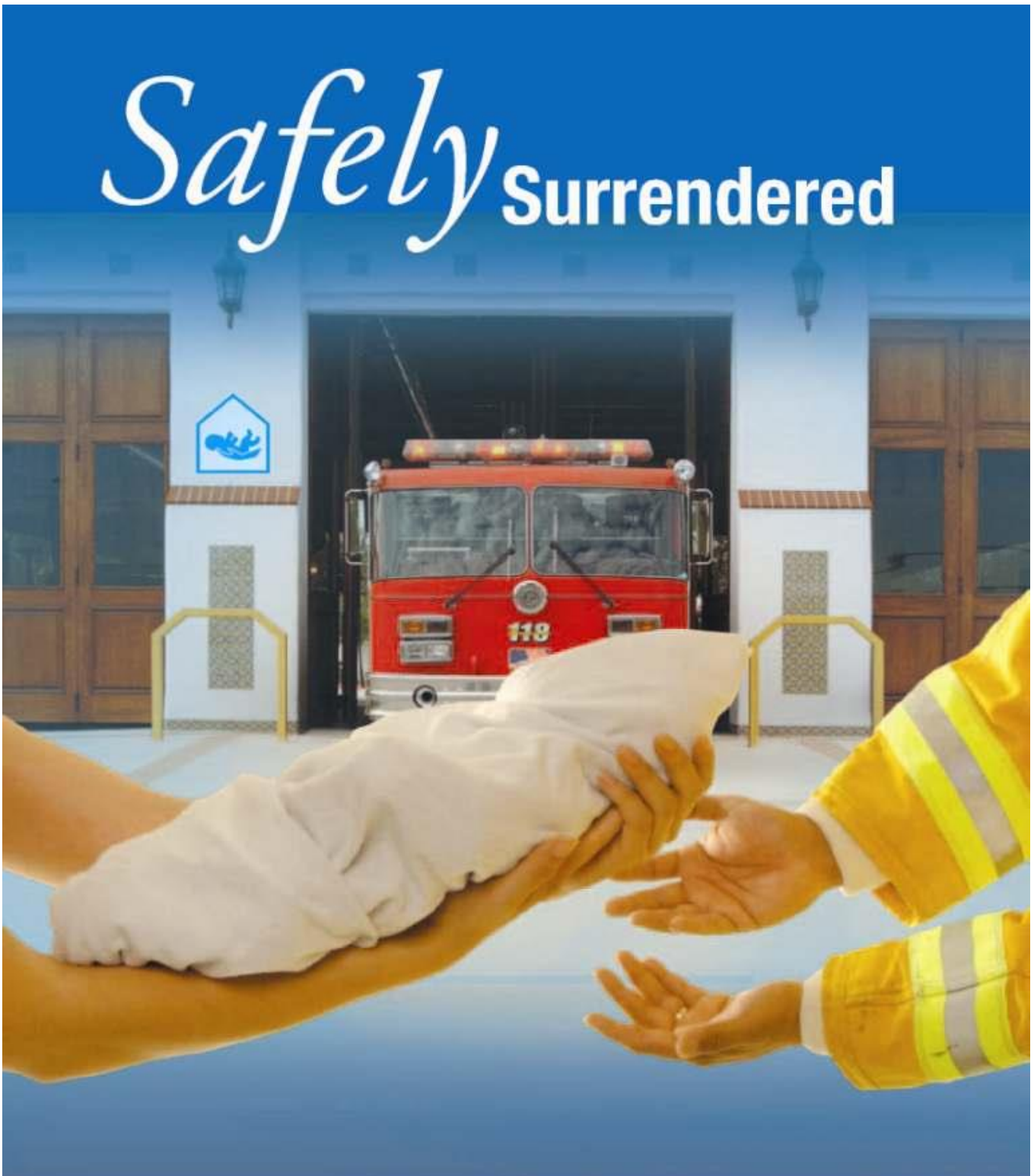
How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 20599I

Cat. No. 20599I

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

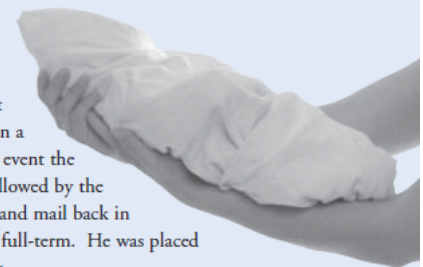
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

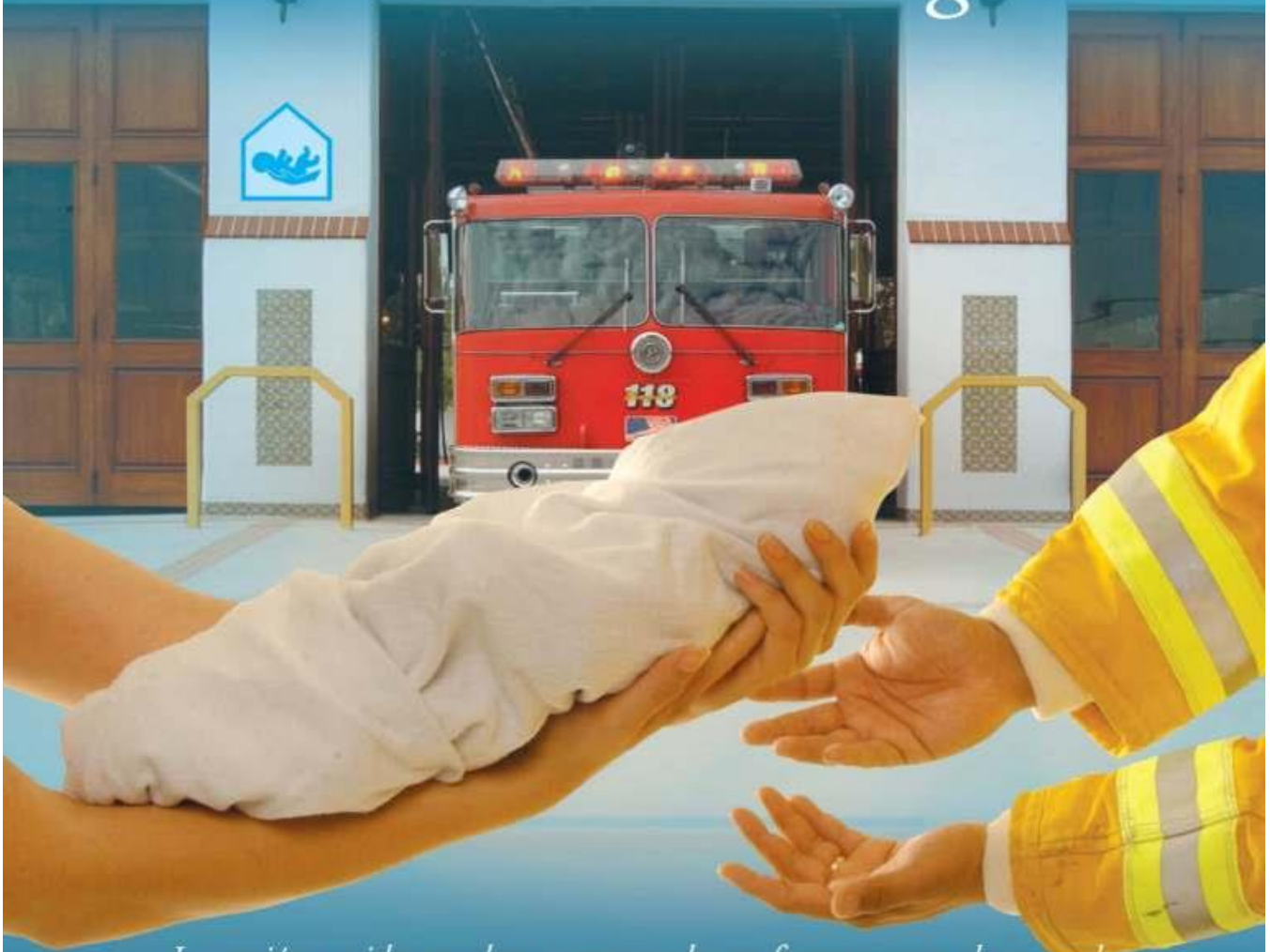
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



APPENDIX H
MODEL MASTER AGREEMENT



MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

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ATTACHMENTS

ATTACHMENT 1 – STATEMENT OF WORK: PSYCHOLOGICAL SERVICES

(Not Attached to Model Master Agreement; See Attachment 1 of the RFSQ)

EXHIBIT A – WORKERS’ COMPENSATION BENEFITS PACKET (Not

Attached to Model Master Agreement; See Exhibit A of Attachment 1 of the RFSQ)

ATTACHMENT 2 – STATEMENT OF WORK: PSYCHIATRIC SERVICES

(Not Attached to Model Master Agreement; See Attachment 2 of the RFSQ)

ATTACHMENT 3 – GUIDELINES FOR THE DISTRIBUTION OF WORK

(Not Attached to Model Master Agreement; See Attachment 3 of the RFSQ)

EXHIBITS

A - COUNTY’S ADMINISTRATION

B - CONTRACTOR’S ADMINISTRATION

C - CONTRACTOR’S EEO CERTIFICATION

D - JURY SERVICE ORDINANCE

E - SAFELY SURRENDERED BABY LAW

F - CONTRACT DISCREPANCY REPORT

G - FORMS REQUIRED BEFORE WORK BEGINS

G1 – CERTIFICATE OF EMPLOYEE STATUS

G2 - CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

- OR -

G4 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H - RATE OF COMPENSATION

I - INVOICE DETAIL

J - INVOICE

K - INTENTIONALLY OMITTED

L - CHARITABLE CONTRIBUTIONS CERTIFICATION

Appendix H
Model Master Agreement

MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES

AND

FOR

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

This Master Agreement and Attachments/Exhibits is made and entered into this ___ day of _____, 2017 by and between the County of Los Angeles (County) and _____ (Contractor) to provide Psychological and/or Psychiatric Services for the Los Angeles County Sheriff's Department (Department).

RECITALS

WHEREAS, the County may contract with private businesses for as-needed Psychological and/or Psychiatric Services when certain requirements are met; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence to provide such Psychological and/or Psychiatric Services as further described herein; and

WHEREAS, this Master Agreement is therefore authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Sheriff of the Department or his designee to execute and administer this Master Agreement.

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

Attachments 1, 2, and 3 and Exhibits A, B, C, D, E, F, G, H, I, J, and L which are attached hereto form a part of this Master Agreement. 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 Master Agreement and the Attachment/Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Master Agreement and then to the Attachment/Exhibits according to the following priority:

Standard Exhibits:

- 1.1 ATTACHMENT 1 – Statement of Work: Psychological Services
 - EXHIBIT A – Worker’s Compensation Benefits
- 1.2 ATTACHMENT 2 – Statement of Work: Psychiatric Services
- 1.3 ATTACHMENT 3 – Guidelines for the Distribution of Work
- 1.4 EXHIBIT H - Rate of Compensation
- 1.5 EXHIBIT A - County’s Administration
- 1.6 EXHIBIT B - Contractor’s Administration
- 1.7 EXHIBIT C - Contractor’s EEO Certification
- 1.8 EXHIBIT D - Jury Service Ordinance
- 1.9 EXHIBIT E - Safely Surrendered Baby Law
- 1.10 EXHIBIT F - Contract Discrepancy Report
- 1.11 EXHIBIT G - Forms Required Work Begins
 - EXHIBIT G1 – Certification of Employee Status
 - EXHIBIT G2 - Contractor Acknowledgement and Confidentiality Agreement
 - EXHIBIT G3 - Contractor Employee Acknowledgement and Confidentiality Agreement
 - OR
 - EXHIBIT G4 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.13 EXHIBIT I - Invoice Detail
- 1.14 EXHIBIT J - Invoice
- 1.15 EXHIBIT K - Intentionally Omitted

1.16 EXHIBIT L - Charitable Contributions Certifications

This Master Agreement, Attachments, and Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 – Change Orders 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 Active Contractor:** A Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given referral. Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Amendment:** Has the meaning set forth in sub-paragraph 8.1 - Change Orders and Amendments.
- 2.3 Board:** Los Angeles County Board of Supervisors
- 2.4 Business Day:** Monday through Friday, excluding County observed holidays.
- 2.5 Change Order:** Has the meaning set forth in sub-paragraph 8.1 - Change Orders and Amendments.
- 2.6 Client:** Any Department sworn or professional staff and/or their family members/significant others that receive psychological and/or psychiatric services under the terms of this Master Agreement.
- 2.7 Contractor Project Manager:** The individual designated by the Contractor to administer this Master Agreement operations after this Master Agreement is awarded.
- 2.8 County Project Director:** Person designated by Sheriff with authority to make and approve all Client referrals to Active Contractors. Person designated as chief contact person with respect to the day-to-day administration of this Master Agreement.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for

the issuance and performance of, and otherwise governs, work provided under the Master Agreement.

- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum mandatory qualifications listed in the RFSQ, and has an executed Master Agreement with the Sheriff's Department.
- 2.13 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of qualified Vendors to provide services through Master Agreements.
- 2.14 Sheriff:** The elected official who is the Sheriff of the County of Los Angeles.
- 2.15 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.16 Statement of Work (SOW):** A written description of the tasks, subtasks, deliverables, goods, services and other work required under this Master Agreement, as set forth in Attachment 1 (Statement of Work: Psychological Services) and Attachment 2 (Statement of Work: Psychiatric Services), including all Exhibits thereto, and/or any applicable fully-executed Change Orders or Amendments.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Master Agreement, including Attachment 1 – Statement of Work: Psychological Services and/or Attachment 2 – Statement of Work: Psychiatric Services.
- 3.2 All such work must be provided solely as specified under this Master Agreement and must receive the written approval of County Project Director or designee in order to qualify for payment. In no event shall County be liable or responsible for payment for any work prior to approval from County Project Director or designee of such work.
- 3.3 If Contractor provides any task, deliverable, service, or other Work to County (1) other than as specified in this Master Agreement, and/or (2) that goes beyond the scope of Work, and/or (3) after the expiration of the term of this Master Agreement, then these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 Referrals shall be made to Active Contractors based on geographic location and availability in accordance with Attachment 3 – Guidelines for the Distribution of Work, of the Master Agreement. Payment for all work shall be on a fixed rate per session as set forth in Exhibit H, Rate of Compensation, of this Master Agreement.

- 3.5 County procedures for referrals for psychological services are as set forth in Paragraph 2.0, Referrals, of Attachment 1, Statement of Work: Psychological Services, and Attachment 3, Guidelines for Distribution of Work, of this Master Agreement.
- 3.6 County procedures for referrals for psychiatric services are as set forth in Paragraph 2.0, Referrals, of Attachment 2, Statement of Work: Psychiatric Services, and Attachment 3, Guidelines for Distribution of Work, of this Master Agreement.
- 3.7 Contractor acknowledges that, subject to this Paragraph 3.0 - Work, of this Master Agreement, all work performed under this Master Agreement is payable monthly in arrears in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 - Work, and Paragraph 5.0 - Contract Sum, of this Master Agreement.
- 3.7 During the term of this Master Agreement, Contractor and Contractor's staff, including psychologists and psychiatrists, shall at all times possess and maintain all licenses and certifications required to perform Contractor's services under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor shall immediately notify the County Project Director or designee, and cease all services provided under this Master Agreement.
- 3.8 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant or guarantee that County will utilize any particular level of Contractor's services, or any services at all, during the term of the Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This term of this Master Agreement shall commence November 8, 2017, or upon the date of its execution by the Sheriff, whichever is later, and shall terminate November 7, 2020, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year option periods and one (1) six month option period in any increment for a total term not to exceed five (5) years and six (6) months. Each such option term extension shall be exercised at the sole discretion of the Sheriff as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Master Agreement term extension option.

- 4.4 Contractor shall notify the Department when this Master Agreement 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 County Project Director or designee, at the address herein provided in Exhibit A – County’s Administration.

5.0 CONTRACT SUM

- 5.1 The rates and prices for this Master Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Master Agreement shall be as set forth on Exhibit H - Rate of Compensation, of this Master Agreement. Contractor shall not be entitled to any payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement.
- 5.2 Contractor shall be paid for work performed under this Master Agreement at the per-session rates set forth in Exhibit H - Rate of Compensation, of this Master Agreement. The per-session rates shall be firm and fixed for the term of the Master Agreement.
- 5.3 Contractor shall not be entitled to any payment by County under this Master Agreement pursuant to validly executed and satisfactorily performed work. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder (“maximum annual expenditures”) may not exceed amounts allocated to the Department by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.4 The 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 the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.

5.5 **No Payment for Services Provided Following Expiration/ Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.6 **Invoices and Payments**

5.6.1 Contractor shall separately invoice County for each referral authorized pursuant to this Master Agreement.

5.6.2 Payment for all work shall be on fixed per-session rate in accordance with Exhibit H – Rate of Compensation, of this Master Agreement less any amounts assessed in accordance with subparagraph 8.25, Liquidated Damages.

5.6.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.6.4 All work performed by, and all invoices submitted by, Contractor for services provided hereunder must receive the written approval of County's Project Director or designee.

5.6.5 Invoices – Exhibit J and Invoice Detail – Exhibit I under this Master Agreement shall be submitted to the address(es) set forth in Exhibit A – County's Administration, of this Master Agreement, within fifteen (15) calendar days following each month of service provided.

5.6.6 **Invoice Detail** (Page 1)

Each Invoice Detail submitted by Contractor shall include the following as specified in Exhibit I - Invoice Detail, of this Master Agreement:

- Contractor Name and Address
- County Master Agreement Number
- Invoice Date
- Invoice Number
- Client Name
- Identification Number (identification number is the client date of birth and client initials). Spouses/significant others and children names must be listed if seen in family sessions. An entry must be made for each client for each date of attendance (i.e. both members of the couples session would have an entry if it is a couples' session). All parties to a family session should have an entry as well.
- Work Status (work status is employee [Emp] or spouse/significant other [S/O]).

- Type of Session (client is being seen for individual [I], couples [C], or family [F] sessions). A client may be seen for more than one type of counseling in one month, with prior approval by County Project Director or designee.
- Session Date (date client showed, canceled or no-show). This information will become a part of client permanent record.
- Topic(s) (topic/issue of treatment using the numbering system on the list provided by County Project Director or designee, up to four treatment topics can be listed per client).

5.6.7 **Invoice (Page 2)**

Each invoice submitted by Contractor shall include the following as specified in Exhibit J – Invoice, of this Master Agreement.

- Contractor Name and Address
- County Master Agreement Number
- Invoice Date
- Invoice Number
- Client Identification Number (client date of birth and client initials)
- Date of Session
- Length of Session
- Session Rate
- Amount Due
- Total Amount Due

5.6.8 **Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of County Project Director or designee, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Contractor shall not be entitled to any payment by County under this Master Agreement except for satisfactorily performed work.

5.6.9 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit A - County's Administration, of this Master Agreement. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the Project Director shall include:

- 6.1.1 The County Project Director or designee, is the approving authority for the referral.
- 6.1.2 County will notify in writing of any change in the name or address of County Project Director or designee.
- 6.1.3 Except as set forth in sub-paragraph 8.1, Change Orders and Amendments of this Master Agreement, County Project Director or designee, is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.
- 6.1.4 County Project Director or designee, shall have the right at all times to inspect any and all work provided by or on behalf of Contractor.
- 6.1.5 Upon request of the Contractor, the County Project Director or designee will provide direction to Contractor, as appropriate, in the areas relating to County policy, information requirements, and procedural requirements.
- 6.1.6 Whenever this Master Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Director or designee, such notice, report, or other delivery shall be made to County Project Director or designee, in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to sub-paragraph 6.1.2.
- 6.1.7 County Project Director or designee, shall be a resource for addressing the technical standards and requirements of this Master Agreement, shall interface regularly with Contractor, and further shall have the duties from time to time given to such person by County.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B – Contractor's Administration. The Contractor shall notify the County

in writing of any change in the name or address of the 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 Master Agreement and shall coordinate with the County Project Director or designee on a regular basis with respect to all active work.

7.1.3 Contractor Project Manager shall be responsible for Contractor's performance of all of the work and ensuring Contractor's compliance with this Master Agreement.

7.1.4 During the term of this Master Agreement, Contractor Project Manager shall be available to meet and confer with County Project Director, or designee, at least weekly, in person or by phone, to review work progress and discuss work coordination.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B – Contractor's Administration. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 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 and Contractor's psychologists and/or psychiatrists. Contractor shall provide County with a resume or curriculum vitae of each proposed substitute and an opportunity to interview such person prior to any staff substitution, when requested by County.

All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's psychological and/or psychiatric and support staff performing services under this Master Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's psychological and/or psychiatric support staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's psychological and/or psychiatric and support staff does not pass the background investigation, County may request that the member of Contractor's psychological and/or psychiatric and support staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's Psychological and/or Psychiatric and support staff any information obtained through the County's background investigation
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's psychological and/or psychiatric and support staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's psychological and/or psychiatric and support staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this subparagraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, psychologists and/or psychiatrists, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G2 - Contractor Acknowledgement and Confidentiality Agreement.
- 7.6.5 Contractor shall cause each psychologist and/or psychiatrist and support staff performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit G3 - Contractor Employee Acknowledgment and Confidentiality Agreement.

-OR-

- 7.6.6 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit G4 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE ORDERS AND AMENDMENTS

- 8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders,

an Amendment to this Master Agreement shall be prepared and executed by the Contractor and by the Sheriff.

- 8.1.2 For any change which does not materially affect the scope of work, period of performance, amount of payments, or any other term or condition of this Master Agreement, a Change Order to this Master Agreement shall be executed by the County Project Director or designee, and Contractor Project Manager.
- 8.1.3 For any change which materially affects the scope of work, term, period of performance, amount of payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement shall be executed by the Contractor and the County Board of Supervisors.
- 8.1.4 Notwithstanding sub-paragraphs 8.1.1 through 8.1.3 above, for (1) any option term extension of this Master Agreement, or (2) modifications pursuant to sub-paragraph 8.2 - Assignment and Delegation, an Amendment to this Master Agreement shall be executed by Contractor and Sheriff.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 COMPLAINTS

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

8.4.1 Within ten (10) Business Days after this Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) Business Days for County approval.

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

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Director or designee, of the status of the investigation within ten (10) Business Days of receiving the complaint.

8.4.6 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.

8.4.7 Copies of all written responses shall be sent to the County's Project Director or designee, within ten (10) Business Days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program

This Master Agreement is subject to the provisions of the 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, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the 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 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 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 master agreement 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 the County under this Master Agreement, 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 this Master Agreement 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. The County may also require, at any time during this Master Agreement and at its sole discretion, that Contractor demonstrate to the 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 this Master Agreement may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. 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.

8.8.2 The 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

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

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the 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 Master Agreement.

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the 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 the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that this Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 8.10.2 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 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 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 this Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a

nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, 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 the County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. 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 tentative 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. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, 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 Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in

ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation 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 Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.13 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement 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.

8.13.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in 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, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY’S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor’s performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor’s compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 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.

8.15.2 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.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 The 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 the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Orders and Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Orders and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The 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.

8.19 FORCE MAJEURE

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable 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 Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement 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 Master Agreement 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 Master Agreement 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 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all employees performing work pursuant to this Master Agreement all compensation and benefits. The 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 the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement 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 Master Agreement.
- 8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) 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 and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this sub-paragraph and sub-paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been

given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address specified below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the Contract Compliance Manager, listed in Exhibit A - County's Administration.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County

and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the

underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 INSURANCE COVERAGE

8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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 insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$300,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an

Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If Contractor does not have employees, a written statement will be acceptable acknowledging that Contractor does not have employees and therefore, Worker's Compensation Insurance does not apply.

8.24.4 **Malpractice Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County Project Director or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Project Director or designee, in a written notice describing the reasons for said action.

8.25.2 If the County Project Director or designee determines that there are deficiencies in the performance of this Master Agreement that the County Project Director or designee deems are correctable by the Contractor over a certain time span, the County Project Director or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director or designee may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be

impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.27.1 The 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 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 The 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 The 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, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The 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 the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing 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 the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department 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 Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Director or designee, any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Director or designee, is not able to resolve the dispute, the Sheriff or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned 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 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement 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 A - County's Administration and Exhibit B - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Project Director or designee, shall have the

authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement 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.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subparagraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Master Agreement, 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". The 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.

8.35.2 In the event the 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement 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, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the 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 Project Director or designee. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement 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.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.37 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the 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 the 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 Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the 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 the County.
- 8.39.3 The 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.

- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's Project Director or designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The 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.
- 8.39.8 The 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. The Contractor shall ensure delivery of all such documents to the Contract Compliance Manager listed in Exhibit A – County Administration, before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

- 8.41.1 County may terminate this Master Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of

termination to Contractor 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.

- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
- Stop work under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director or designee:
- Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any work issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement 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.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, 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 Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

- 8.42.3 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 8.42.2 if its failure to perform this Master Agreement 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 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. 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.

- 8.43.2 The 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 (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

- 8.44.1 The County may terminate this Master Agreement 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.
- 8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement 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.

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement 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.

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

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations

(secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under this Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this subparagraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of this Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 INTENTIONALLY OMITTED

9.4 INTENTIONALLY OMITTED

9.5 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit L, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.7 INTENTIONALLY OMITTED

9.8 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County and Contractor has caused this Master Agreement to be executed by its duly authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By _____
JIM McDONNELL, SHERIFF

Date _____

CONTRACTOR

By _____

Printed Name _____

Title _____

Date _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

PSYCHOLOGICAL SERVICES

(NOT ATTACHED, See Attachment 1 – Statement of Work: Psychological Services, of the RFSQ)

EXHIBIT A

WORKERS' COMPENSATION BENEFITS PACKET

**(NOT ATTACHED, See Attachment 1 – Statement
of Work: Psychological Services, of the RFSQ)**

ATTACHMENT 2

STATEMENT OF WORK

PSYCHIATRIC SERVICES

**(NOT ATTACHED, See Attachment 2 – Statement
of Work: Psychiatric Services, of the RFSQ)**

ATTACHMENT 3

GUIDELINES FOR THE DISTRIBUTION OF WORK

**(NOT ATTACHED, See Attachment 3 – Guidelines
for the Distribution of Work, of the RFSQ)**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY ACCOUNTS PAYABLE

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

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. (Ord. 2002-0015 § 1 (part), 2002)

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 purchase 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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

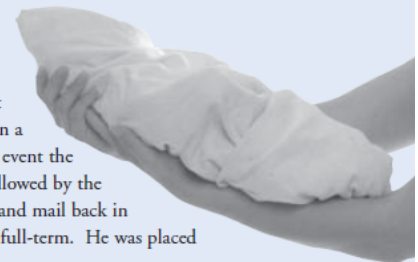
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared by County: _____ Received by Contractor: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:
County Representative's Signature and Date _____
Contractor Representative's Signature and Date _____

EXHIBIT G

FORMS REQUIRED BEFORE WORK BEGINS

- G1 CERTIFICATION OF EMPLOYEE STATUS
- G2 CERTIFICATION OF NO CONFLICT OF INTEREST
- G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT
- G4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

**PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County before work begins.)

CONTRACTOR NAME

County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named

EMPLOYEES

- 1. _____
- 2. _____
- 3. _____
- 4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES
MASTER AGREEMENT**

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County before work begins.)

CONTRACTOR NAME

County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
 - 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor’s behalf, who prepared and/or participated in the preparation of the bid or proposal submitted, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County before work begins.)

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County before work begins.)

Contractor Name _____ Employee Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



RATE OF COMPENSATION

Pursuant to Exhibit H, Rate of Compensation, of the Master Agreement, Contractor shall be paid for work performed at the Sessions Rates listed. The Session Rates shall remain firm and fixed for the term of the Master Agreement. Contractor shall invoice County monthly in accordance with sub-paragraph 5.6, Invoices and Payments, of the Master Agreement.

PSYCHOLOGICAL SESSION RATE:

Psychological Counseling (45-50 minute sessions) \$120 per session

PSYCHIATRIC SESSION RATES:

Psychiatric Evaluation, Comprehensive	\$300 per session
Medication Re-Evaluation (25-30 minute sessions)	\$110 per session
Medication Re-Evaluation (10-15 minute sessions)	\$75 per session

Note: Contractor shall not invoice for cancelled and/or no-show appointments.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
PSYCHIATRIC AND PSYCHOLOGICAL SERVICES

INVOICE DETAIL (For PSB Use Only)

Contractor: _____

To: Psychological Services Bureau
Hall of Justice
211 West Temple Street
Los Angeles, California 90012
Telephone: (213) 738-3500
Fax: (213) 637-8663

Master Agreement # _____

Invoice Date _____

Invoice # _____

Client Sessions

Client Name	Client ID # (DOB + Initials)	Work Status Emp/SO	Type of Session I, C or F	Session Date	Attend S, CN or NS	Topic(s)

INVOICE

Contractor: _____

To: Psychological Services Bureau
Hall of Justice
211 West Temple Street
Los Angeles, California 90012
Telephone: (213) 738-3500
Fax: (213) 637-8663

Master Agreement # _____

Invoice Date _____

Invoice # _____

Please pay to: _____

Client Sessions

Client Item Number Only (Client ID Numbers are on file at PSB)	Date of Session	Length of Session	Session Rate	Amount Due

Total Amount Due \$ _____

Contractor Signature

County Project Director, or Designee Signature

EXHIBIT K

INTENTIONALLY OMITTED

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Appendix A, Exhibit 11 – Charitable Contributions Certification).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor,

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth 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

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For 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; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. (Ord. No. 2009-0026 § 1 (part), 2009.)