



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES (RFSQ-713)

DECEMBER 2022

**Prepared By
County of Los Angeles**

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

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APPENDICES:

- A Model Master Agreement:** Identifies the terms and conditions in the Master Agreement.
- B Required Forms:** Forms that must be completed and included in the Statement of Qualifications (SOQ's).
- C Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D 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. (If applicable)

1.0 SOLICITATION INFORMATION

RFSQ Release Date	December 21, 2022
Request for a Solicitation Requirements Review Due	December 29, 2022
Written Questions Due	January 5, 2023
Questions and Answers Released via Addendum	January 12, 2023
SOQs Due	January 19, 2023
Anticipated Master Agreement Term	May 8, 2023-May 7, 2026 With four optional one-year periods
Minimum Mandatory Qualifications	See Paragraph 3.0
RFSQ Contact	Gabriela Frierson, via email: gfrierso@lasd.org

2.0 GENERAL INFORMATION

2.1 Scope of Work

2.1.1 The County of Los Angeles (County) Sheriff's Department (Department) is seeking qualified psychologists and/or psychiatrists (Vendors) to enter into Master Agreements with County to provide Psychological and/or Psychiatric Services (Services) on an intermittent, as-needed, basis.

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

2.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ):

2.2.1 Specifies the Vendor's Minimum Mandatory Qualifications and provides information regarding some of the requirements of the Model Master Agreement and the solicitation process.

2.2.2 Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ's).

2.2.3 Explains how the SOQ will be reviewed, selected and qualified.

2.2.4 **The following Appendices are included in the RFSQ:**

- A Model Master Agreement:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- B Required Forms:** Forms contained in this section must be completed and included in the SOQ.
- C Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D 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. (If applicable)

2.3 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 Paragraph 2.0 (Definitions) of Appendix A (Model Master Agreement) of this RFSQ.

2.4 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide Services on an intermittent, as-needed basis, as specified in Attachment 1 (Statement of Work: Psychological Services) and/or Attachment 2 (Statement of Work: Psychiatric Services) of this RFSQ.

2.4.1 Master Agreements will be executed with all Vendors determined to be qualified and meet the Minimum Mandatory Qualifications in Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.

2.4.2 Upon the Department's execution of these Master Agreements, the qualified Vendors will become Qualified Contractors.

2.4.3 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, on an as-needed basis, be required to provide Services.

- 2.4.4 It is the intent of County to issue Work to Contractors on a rotational basis by availability, specialty, and geographical area in accordance with Paragraph 2.0 (Guidelines for the Distribution of Work) of Attachment 1 (Statement of Work: Psychological Services) and Paragraph 2.0 (Guidelines for the Distribution of Work) of Attachment 2 (Statement of Work: Psychiatric Services) of Appendix A (Model Master Agreement) of this RFSQ. County Project Director or County Project Manager has the sole discretion to issue Work to any of the Contractors.
- 2.4.5 Payment for all Work will be on a fixed per-session rate and subject to the total number of authorized sessions.
- 2.4.6 The per-session rate is specified in Exhibit D (Rate of Compensation) of Appendix A (Model Master Agreement) of this RFSQ.
- 2.4.7 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's Services or any Services at all, during the term of the Master Agreement. The determination as to the need for Services will rest solely within the discretion of the Department.

2.5 Master Agreement Term

- 2.5.1 The Master Agreement(s) will commence on May 8, 2023, or upon execution by the Sheriff or his designee as authorized by the County Board of Supervisors (Board), whichever is later, and will terminate on May 7, 2026, unless terminated, in whole or in part, as provided in the Master Agreement. County will have the option to extend the term for up to four additional one-year option periods, for a total term not to exceed seven years. Option periods will be exercised at the Department's discretion.
- 2.5.2 County will be continuously accepting SOQs throughout the duration of the Model Master Agreement until the needs of the Department are met. Such Master Agreements will become effective upon the date of its execution by the Sheriff and will terminate at the end of the then-current term of the Model Master Agreement, unless sooner extended or terminated.

2.6 Indemnification and Insurance

Vendor will be required to comply with the Indemnification provisions contained in subparagraph 8.22 (Indemnification) of Appendix A (Model Master Agreement) of this RFSQ. Vendor must procure, maintain, and provide to County proof of insurance coverage for all the programs of insurance along with associated amounts specified in subparagraphs 8.23 (General Provisions for all Insurance Coverage) and 8.24 (Insurance Coverage) of Appendix A (Model Master Agreement) of this RFSQ.

2.7 Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor will be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit J (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) of Appendix A (Model Master Agreement) of this RFSQ.

2.8 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, County is prohibited from contracting with a retired County employee under this RFSQ.

3.0 VENDOR'S MINIMUM MANDATORY QUALIFICATIONS

3.1 Psychological Services

Interested and qualified Vendors who can demonstrate their ability to successfully provide the required Services outlined in Attachment 1 (Statement of Work: Psychological Services) of Appendix A (Model Master Agreement) of this RFSQ are invited to submit a SOQ, provided they meet the following Minimum Mandatory Qualifications:

3.1.1 Vendor (psychologist(s)) 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 (psychologist(s)) must provide a copy of the diploma, including the name of the graduate school or professional school and year graduated.

- 3.1.2 Vendor (psychologist(s)) must be licensed as a psychologist by the California Board of Psychology. Vendor must provide a copy of the license which must include the license number and date of issue/renewal.
- 3.1.3 Vendor (psychologist(s)) must have one year of experience providing psychological services to employees of a public safety agency or to military personnel. 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 must submit references to verify experience.

3.2 Psychiatric Services

Interested and qualified Vendors who can demonstrate their ability to successfully provide the required Services outlined in Attachment 2 (Statement of Work: Psychiatric Services) of Appendix A (Model Master Agreement) of this RFSQ are invited to submit a SOQ, provided they meet the following Minimum Mandatory Qualifications:

- 3.2.1 Vendor (psychiatrist(s)) must have graduated from an accredited medical school. Vendor must provide a copy of the diploma, including the name of the medical school and year graduated.
 - 3.2.2 Vendor (psychiatrist(s)) must have completed an accredited psychiatric residency program. Vendor must provide a copy of the diploma, including the name and location of medical school and year graduated.
 - 3.2.3 Vendor (psychiatrist(s)) must be board certified in psychiatry by the American Board of Psychiatry and Neurology. Vendor must provide a copy of the board certification, including the year of board certification.
 - 3.2.4 Vendor (psychiatrist(s)) must have one year of experience providing psychiatric services. Vendor must submit references to verify experience.
- 3.3 Vendor must not be an agency or firm that specializes in providing temporary personnel or job placement services.
 - 3.4 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of County.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

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.

4.2 County's Right to Amend Request for Statement of Qualifications

County has the right to amend this RFSQ by written addendum. County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFSQ. 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 County. County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.3 County Option to Reject SOQs or Cancel RFSQ

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

4.4 Background and Security Investigations

4.4.1 Each of Contractor's staff performing Services under the Master Agreement must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under the 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 not be limited to, criminal conviction information.

4.4.2 County Project Director or County Project Manager will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

4.4.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's 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

staff any information obtained through County's background investigation.

- 4.4.4 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 4.4.5 Disqualification of any member of Contractor's staff pursuant to subparagraph 7.5 (Background and Security Investigations) of Appendix A (Model Master Agreement) of this RFSQ, will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Master Agreement.

5.0 NOTIFICATION TO VENDORS

5.1 Notice to Vendors Concerning the Public Records Act

- 5.1.1 Responses to this RFSQ will become the exclusive property of County. At such time as when Department recommends the Qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all SOQs 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 Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 5.1.2 County will 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 will not be deemed sufficient notice of exception. Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

5.2 Contact with County Personnel

- 5.2.1 Any contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

Gabriela Frierson
E-mail address: gfrierso@lasd.org

- 5.2.2 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.

5.3 Mandatory Requirement to Register on the County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains Vendor's business

profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing County's home page at <http://camisvr.co.la.ca.us/webven/>.

5.4 Protest Process

5.4.1 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 subparagraph 5.4.3 (Grounds for Review) below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the subparagraphs below.

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

5.4.3 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:

- a. Solicitation Requirements Review as referenced in subparagraph 9.1 (Solicitation Requirements Review) of this RFSQ.
- b. Disqualification Review as referenced in subparagraph 9.2 (Disqualification Review) of this RFSQ.

5.5 Conflict of Interest

No County employee whose position in County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of this RFSQ.

5.6 Determination of Vendor Responsibility

5.6.1 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 requirements of the contract. It is County's policy to conduct business only with responsible Vendors.

- 5.6.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, County may determine whether Vendor is responsible based on a review of 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 Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which Vendor had no knowledge will not be the basis of a determination that Vendor is not responsible.
- 5.6.3 County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, in its discretion, finds that Vendor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Vendor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.
- 5.6.4 If there is evidence that Vendor may not be responsible, the Department will notify Vendor in writing of the evidence relating to Vendor's responsibility, and its intention to recommend to the Board that Vendor be found not responsible. The Department will provide Vendor and/or Vendor's representative with an opportunity to present evidence as to why Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.6.5 If Vendor presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of Vendor will reside with the Board.
- 5.6.6 These terms will also apply to proposed subcontractors of Vendors on County contracts.

5.7 Vendor Debarment

- 5.7.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, County may debar 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 years but may exceed five years or be permanent if warranted by the circumstances, and County may terminate any or all of Vendor's existing contracts with County, if the Board finds, in its discretion, that Vendor has done any of the following: (1) violated

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

5.7.2 These terms will also apply to proposed subcontractors of Vendors on County contracts.

5.7.3 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.8 Gratuities

5.8.1 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 Vendor's provision of the consideration may secure more favorable treatment for Vendor in the award of a Master Agreement or that Vendor's failure to provide such consideration may negatively affect County's consideration of Vendor's submission. Vendor must 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.

5.8.2 Notification to County

Vendor must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>. Failure to report such a solicitation may result in Vendor's submission being eliminated from consideration.

5.8.3 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.

5.9 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board 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 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.

5.10 Consideration of GAIN/GROW Participants for Employment

5.10.1 As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or must attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum mandatory qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.10.2 Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of this RFSQ along with their SOQ.

5.11 Jury Service Program

5.11.1 The prospective Master Agreement is subject to the requirements of County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully review subparagraph 8.7 (Compliance with County's Jury Service Program) of Appendix A (Model Master Agreement), which is 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.

5.11.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of this RFSQ. 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 Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of this RFSQ, 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 Contractor’s application, County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County’s decision will be final.

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

Vendor must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Vendor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers. This information must be provided by Vendor in Exhibit 1 (Vendor’s Organization Questionnaire/Affidavit) of Appendix B (Required Forms) of this RFSQ. Failure of Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor should have a continuing obligation to notify County and update any changes to its response in Exhibit 1 (Vendor’s Organization Questionnaire/Affidavit) of Appendix B (Required Forms) of this RFSQ during the solicitation.

5.13 Contractor’s Charitable Contributions Compliance (if applicable)

5.13.1 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 Appendix D (Background and Resources: California Charities Regulations) of this RFSQ. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

5.13.2 All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of

this RFSQ certifying: (1) they do not currently 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 (2) 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. A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of this RFSQ is a required part of any agreement with County.

- 5.13.3 Prospective County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of this RFSQ as part of the solicitation process may, in the County's sole discretion, be disqualified from a 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).

5.14 Defaulted Property Tax Reduction Program

- 5.14.1 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 reference the pertinent provisions of subparagraphs 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.51 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix A (Model Master Agreement) of this RFSQ, 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.
- 5.14.2 Vendors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of this RFSQ. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance Contractor (Los Angeles County Code, Chapter 2.202).
- 5.14.3 SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.15 Vendor's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

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

5.15.2 Vendors are required to complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of this RFSQ, certifying that they are in full compliance with County's Zero Tolerance Policy on Human Trafficking provision as defined in subparagraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Model Master Agreement) of this RFSQ. Further, Contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

5.16 Intentionally Omitted

5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.17.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a contract with County will be (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.17.2 Upon Master Agreement award or at the request of the A-C and/or the contracting department, Contractor must submit a direct deposit authorization request with banking and Vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.17.4 Upon Master Agreement award or at any time during the duration of the Master Agreement, Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.18 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

5.18.1 On May 29, 2018, the Board approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal

records. The policy requires businesses that contract with County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

5.18.2 Contractors are required to complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) of this RFSQ, certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, Contractors are required to comply with the requirements under Section 12952 for the term of any Master Agreement awarded pursuant to this solicitation.

5.19 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. (Los Angeles County Code, Chapter 2.202).

5.20 COVID-19 Vaccinations of County Contractor Personnel

Vendors are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded Master Agreement resulting from this solicitation. Vendors are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and Appendix A (Model Master Agreement) of this RFSQ prior to submitting a SOQ to this solicitation. A completed Exhibit E (COVID-19 Vaccination Certification of Compliance) is a required part of any contract with County.

5.21 Community Business Enterprise (CBE) Participation

5.21.1 County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The CBE Program has established a 25% annual participation goal, Countywide and for departmental and other County contracting authorities. This must be reflected in Exhibit 6 (Community Business Enterprise (CBE) Information) of Appendix B (Required Forms) of this RFSQ.

5.21.2 All Vendors must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Master

Agreement. Vendor must make documents related to these good faith efforts available to County upon request.

5.21.3 To obtain a list of firms that are certified by County in the CBE Program, send an e-mail request to County of Los Angeles Workforce Development Aging and Community Services (WDACS): CBESBE@wdacs.lacounty.gov with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@wdacs.lacounty.gov.

5.21.4 County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on Vendor's ability to provide the best service and value to County.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

6.1.1 County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

6.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in subparagraphs 6.2 (Local Small Business Enterprise (LSBE) Preference Program), 6.4 (Social Enterprise (SE) Preference Program), and 6.5 (Disabled Veteran Business Enterprise (DVBE) Preference Program) of this RFSQ. Additional information on County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.

6.1.3 In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed 15% in response to any County solicitation.

6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program.

6.2.1 County will give LSBE preference to businesses that meet the definition of an LSBE for solicitations not subject to the federal

restriction on geographical preferences, consistent with Chapter 2.204 of the Los Angeles County Code.

6.2.2 To apply for certification as a LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.

6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete Exhibit 3 (Request for Preference Consideration) of Appendix B (Required Forms) of this RFSQ and submit with their LSBE certification approval letter from the DCBA as part of their SOQ.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice consistent with Chapter 3.035 of the Los Angeles County Board of Supervisors Policy Manual.

6.4 Social Enterprise (SE) Preference Program

6.4.1 County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.205 of the Los Angeles County Code.

6.4.2 To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.4.3 Certified SEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete Exhibit 3 (Request for Preference Consideration) of Appendix B (Required Forms) of this RFSQ and submit with their SE certification approval letter from the DCBA as part of their SOQ.

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

6.5.1 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.

6.5.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete Exhibit 3 (Request for Preference Consideration) of Appendix B (Required Forms) of this RFSQ and submit with their DVBE certification approval letter from the DCBA as part of their SOQ.

7.0 STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS

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

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ will be sufficient cause for rejection of the SOQ. The evaluation and determination in this area will be at the Sheriff's, or designee's, sole judgment and his/her judgment will be final.

7.2 RFSQ Timetable

The timetable for this RFSQ is as follows:

EVENT	DATE/TIME
Release of RFSQ	December 21, 2022
Request for a Solicitation Requirements Review Due	December 29, 2022
Written Questions Due	January 5, 2023
Questions and Answers Released	January 12, 2023
SOQ Due	By 3:00 PM (Pacific Time) on January 19, 2023

The SOQ submittal due date above is an initial due date. SOQs 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 Minimum Mandatory Qualifications. The solicitation will remain open until the needs of the Department are met.

7.3 Vendors' Questions

7.3.1 Vendors may submit written questions regarding this RFSQ by E-mail to Gabriela Frierson at gfrierse@lasd.org. All questions must be received by January 5, 2023. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

7.3.2 When submitting questions, please specify the RFSQ Paragraph or subparagraph 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.

7.4 Intentionally Omitted

7.5 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)

7.5.1 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.

7.5.2 Vendor's Qualifications (Section A)

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

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

Vendor must complete and date Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix B (Required Forms) of this RFSQ and include in Section B (Required Forms) of the SOQ.

Vendor must provide a summary of relevant background information to demonstrate that Vendor meets the Minimum Mandatory Qualifications stated in Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this RFSQ and has the capability to perform the required Services as a corporation or other entity.

Psychologists:

- Vendor must have a doctorate in psychology or related field from an accredited institution if submitting an SOQ to provide psychological services.
 - Vendor must provide a copy of the diploma, including the name of the graduate school or professional school and year graduated.
 - Vendor must be licensed as a psychologist by the California Board of Psychology and provide a copy of

the license which must include the license number and date of issue/renewal.

Psychiatrists:

- Vendor must have graduated from an accredited medical school if submitting an SOQ to provide psychiatric services. Vendor must provide a copy of the diploma, including the name of the medical school and year graduated.
 - Vendor must have completed an accredited psychiatric residency program, and provide a copy of the diploma, including the name and location of medical school and year graduated.
 - Vendor must be board certified in psychiatry by the American Board of Psychiatry and Neurology. Vendor must provide a copy of the board certification, including the year of board certification.
- 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 Vendor.
- Vendor must demonstrate that each of its psychologists and psychiatrists seeking to perform Services under the Master Agreement has a minimum of one year of experience as required in subparagraph 3.1.3 and 3.2.4 of this RFSQ. For each psychologist and/or psychiatrist performing Services under the Master Agreement, Vendor must submit a resume or curriculum vitae, as well as references to verify the experience requirement, including complete start dates, complete end dates, name of public safety agency, if applicable, and services provided. Accumulated experience from one or more agencies is acceptable. County will disqualify Vendor and/or prohibit the psychologist or psychiatrist for 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 Appendix A (Model Master Agreement) of this RFSQ. Vendor is asked to respond only for those Service categories identified as Attachment 1 (Statement of Work: Psychological Services) and/or Attachment 2 (Statement of Work: Psychiatric Services) of Appendix A (Model Master Agreement) 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 Vendor's organization, Vendor must determine which of the below referenced supporting documents County requires. If Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, County may, in its discretion, request additional documentation regarding 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, Vendor 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):

Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization; and
- 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:

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.

7.5.2.2 Vendor's References (Section A.2)

It is 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 name of references must be listed on Exhibit 8 (Vendor's List of References) of

Appendix B (Required Forms) of this RFSQ and included in Section B (Required Forms) of the SOQ.

County may disqualify a Vendor if:

- 1) References fail to substantiate Vendor's description of the services provided; or
- 2) References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel; or
- 3) The Department is unable to reach the point of contact with reasonable effort. It is Vendor's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

Vendor must complete Exhibit 4 (Vendor's Debarment History and List of Terminated Contracts) and Exhibit 8 (Vendor's List of References) as set forth in Appendix B (Required Forms) of this RFSQ and include in Section B (Required Forms) of the SOQ.

- 1) Exhibit 4 (Vendor's Debarment History and List of Terminated Contracts)

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

- 2) Exhibit 8 (Vendor's List of References)

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

7.5.2.3 Vendor's Pending Litigation and Judgments (Section A.3)

County will conduct a review of Vendor's pending litigation and judgements. Vendor must identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatened litigation against Vendor or principals of Vendor.

7.5.3 Required Forms (Section B)

Include all forms identified in Appendix B (Required Forms).

Exhibit 1 Vendor's Organization Questionnaire/Affidavit

Exhibit 2 Certification of Compliance

Exhibit 3 Request for Preference Consideration

- Exhibit 4 Vendor's Debarment History and List of Terminated Contracts
- Exhibit 5 Community Business Enterprise (CBE) Information (Excel Worksheet)
- Exhibit 6 Declaration
- Exhibit 7 Minimum Mandatory Qualifications
- Exhibit 8 Vendor's List of References

7.5.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in subparagraphs 8.23 (General Provisions of all Insurance Coverage) and 8.24 (Insurance Coverage) of Appendix A (Model Master Agreement) of this RFSQ. 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.

7.5.5 Proof of Licenses (Section D)

Vendor providing Work under the Master Agreement must possess, comply with, and keep current all applicable licenses, training certificates and other relevant documentation required to perform Services under the Master Agreement.

7.6 SOQ Submission

SOQs must be submitted as follows:

The original SOQ and three numbered identical copies along with two separate identical electronic copies in PDF format on separate flash drives must be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Vendor and reference the solicitation as follows:

“SOQ FOR PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES (RFSQ 713-SH)”

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

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

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in subparagraph 7.2 (RFSQ Timetable) of this RFSQ. Submitting Vendors

will 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 SOQs received after the scheduled due date and time as stated in subparagraph 7.2 (RFSQ Timetable) of this RFSQ or any addendum amending the SOQ due date and time, will not be reviewed initially; however, may be reviewed at a later date.

7.7 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 Appendix A (Model Master Agreement) of this RFSQ.

7.8 SOQ Withdrawal

7.8.1 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:

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

7.8.2 Vendors that wish to re-submit a corrected SOQ must do so before the initial submission deadline stated in subparagraph 7.2 (RFSQ Timetable) of this RFSQ. Resubmitted SOQs delivered 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.

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.1 Review Process

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

8.1.1 Adherence to Minimum Mandatory Qualifications

County will review the SOQs submitted and determine if Vendor meets the Minimum Mandatory Qualifications as outlined in Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.

Failure of 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 and seek clarification if the sum and substance of the SOQ is present.

8.1.2 Vendor's Qualifications (Section A)

County's review will include the following:

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

8.1.3 Required Forms (Section B)

All forms listed in subparagraph 7.5.3 (Required Forms) of this RFSQ must be included in Section B of the SOQ.

8.1.4 Proof of Insurability (Section C)

County will review the proof of insurability provided in Section C of the SOQ.

8.1.5 Proof of Licenses (Section D)

County will review licenses provided in Section D of the SOQ.

8.2 Selection/Qualification Process

The Department will select Vendors that have experience in providing psychological and/or psychiatric services that meet the Minimum Mandatory Qualifications set forth in Paragraph 3 (Vendor's Minimum Mandatory Qualifications) of this RFSQ and are capable of providing the Services specified in Attachment 1 (Statement of Work: Psychological Services) and/or Attachment 2 (Statement of Work: Psychiatric Services) of Appendix A (Model Master Agreement) of this RFSQ.

8.3 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 Board-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

9.0 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

9.1.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) of this RFSQ, to the Department conducting the solicitation as described in this subparagraph. 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:

- a. The request for a Solicitation Requirements Review is made within five Business Days of issuance of the solicitation document;
- b. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
- c. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- d. The request asserts that either:
 - a. application of the Minimum Mandatory Qualifications, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; and/or
 - b. due to unclear instructions, the process may result in County not receiving the best possible responses from prospective Vendor.

9.1.2 The Solicitation Requirements Review will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

9.1.3 All requests for a Solicitation Requirements Review must be submitted to:

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

9.2 Disqualification Review

- 9.2.1 An 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 an SOQ is disqualified due to non-responsiveness, the Department will notify Vendor in writing.
- 9.2.2 Upon receipt of the written determination of non-responsiveness, Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.
- 9.2.3 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:
 - a. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
 - b. 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.
- 9.2.4 The Disqualification Review must be completed and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[]

FOR

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

**MASTER AGREEMENT
FOR
PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES
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Exhibit C Safely Surrendered Baby Law

Exhibit D Rate of Compensation

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Exhibit K Charitable Contributions Certification

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

**FOR
PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES**

This Master Agreement, Attachments, and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles (County), Sheriff's Department (Department) and _____ (Contractor) to provide Psychological and/or Psychiatric Services (Services).

RECITALS

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

WHEREAS, Contractor is a private firm specializing in providing Psychological and/or Psychiatric Services; and

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

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

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 Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and 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, Attachments, and the Exhibits, or between Attachments or Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Attachments and Exhibits according to the following priority:

Attachments:

- 1.1 Attachment 1: Statement of Work: Psychological Services
Appendix 1: Worker's Compensation Benefits Packet
- 1.2 Attachment 2: Statement of Work: Psychiatric Services

Exhibits:

- 1.3 Exhibit D Rate of Compensation
- 1.4 Exhibit A County's Administration
- 1.5 Exhibit B Contractor's Administration
- 1.6 Exhibit C Safely Surrendered Baby Law
- 1.7 Exhibit E1 COVID-19 Vaccination Certification of Compliance
- 1.8 Exhibit E2 Certification of Employee Status
- 1.9 Exhibit E3 Certification of No Conflict of Interest
- 1.10 Exhibit E4 Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.11 Exhibit E5 Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.12 Exhibit F1 Invoice Detail (Psychological Services)
- 1.13 Exhibit F2 Invoice Detail (Psychiatric Services)
- 1.14 Exhibit G Invoice
- 1.15 Exhibit H Invoice Discrepancy Report
- 1.16 Exhibit I Contract Discrepancy Report
- 1.17 Exhibit J Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- 1.18 Exhibit K Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004 (if applicable)

This Master Agreement, Attachments, and the 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 will be valid unless prepared pursuant to subparagraph 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 will 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 a referral is given. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Board:** Los Angeles County Board of Supervisors.
- 2.3 Business Day(s):** Monday through Friday, excluding County-observed holidays.
- 2.4 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.
- 2.5 Contract Discrepancy Report (CDR):** has the meaning set forth in subparagraph 11.1 (Contract Discrepancy) of Attachment 1 (Statement of Work: Psychological Services) and/or subparagraph 10.1 (Contract Discrepancy) of Attachment 2 (Statement of Work: Psychiatric Services) to this Master Agreement.
- 2.6 Contractor:** the sole proprietor, partnership, or corporation that has entered into this Master Agreement with County and provides the psychological and/or psychiatric services required under this RFSQ.
- 2.7 Contractor Project Manager:** the individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award and as further described in subparagraph 7.1 (Contractor Project Manager) of this Master Agreement.
- 2.8 County:** County of Los Angeles.
- 2.9 County Counsel:** County's Office of the County Counsel.
- 2.10 County Project Director:** the person designated by Sheriff with authority for the County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by County

Project Manager. All references here after to County Project Director will mean, "County Project Director or designee," unless otherwise specified.

- 2.11 County Project Manager:** the person designated by County Project Director to manage the operations of this Master Agreement. All references hereafter to County Project Manager will mean, "County Project Manager or designee," unless otherwise specified.
- 2.12 Day(s):** Calendar day(s) unless otherwise specified.
- 2.13 Fiscal Year:** the 12-month period beginning July 1st and ending the following June 30th.
- 2.14 Master Agreement:** the County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, all Services provided under this Master Agreement.
- 2.15 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 Department.
- 2.16 Request For Statement of Qualifications (RFSQ):** a solicitation based on establishing a pool of qualified Vendors to provide services through Master Agreements.
- 2.17 Sheriff:** the elected official who is the Sheriff of the County of Los Angeles.
- 2.18 Statement of Qualifications (SOQ):** a Contractor's response to an RFSQ.
- 2.19 Statement of Work:** a written description of tasks, subtasks, directions, deliverables, goods, services and other work required by the County under this Master Agreement, as set forth in Attachment 1 (Statement of Work: Psychological Services) and/or Attachment 2 (Statement of Work: Psychiatric Services) to this Master Agreement.
- 2.20 Work:** any and all tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully executed Change Orders and Amendments hereto.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Department will issue Work to Contractors by availability, specialty, and geographical area. In the Department's sole discretion, County

Project Director or County Project Manager will refer Clients to Contractor that is the best match for the potential Client based on availability, specialty and whose office location is the most convenient for the Department employee and/or family member/significant other that will engage in the counseling session. However, County Project Director, or County Project Manager, has the sole discretion to refer a Client to any Contractor.

- 3.3 Pursuant to the provisions of this Master Agreement, Contractor must fully and timely perform all Work, as specified in Attachment 1 (Statement of Work: Psychological Services) and/or Attachment 2 (Statement of Work: Psychiatric Services) and all other Work set forth herein.
- 3.4 All such Work must be provided solely as specified under this Master Agreement and must receive the written approval of County Project Director or County Project Manager in order to qualify for payment. In no event will County be liable or responsible for payment for any Work prior to approval from County Project Director or County Project Manager of such Work.
- 3.5 Referrals will be made to Contractors based on areas of specialty, availability, and geographic location in accordance with subparagraph 3.1 above. Payment for all Work will be on a fixed rate per session as set forth in Exhibit D (Rate of Compensation) of this Master Agreement.
- 3.6 County procedures for referrals for psychological services are set forth in Paragraph 3.0 (Referrals) of Attachment 1 (Statement of Work: Psychological Services) to this Master Agreement.
- 3.7 County procedures for referrals for psychiatric services are set forth in Paragraph 3.0 (Referrals) of Attachment 2 (Statement of Work: Psychiatric Services) to this Master Agreement.
- 3.8 Following a referral, Contractor must be available to provide Services to Client specified in the referral. Inability of Contractor to provide Services within two weeks of receiving the referral will be cause for cancellation of the referral.
- 3.9 In the event Contractor defaults three times under subparagraph 3.8 above, within a given 12-month period, then the County may terminate this Master Agreement pursuant to subparagraph 8.42 (Termination for Default).
- 3.10 Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement, including pursuant to any fully executed Change Order or Amendment, is payable in arrears on a monthly basis 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.

- 3.11 If Contractor provides any task, deliverable, service, or other work to County other than as specified in this Master Agreement, these will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against County.
- 3.12 During the term of this Master Agreement, Contractor and Contractor's staff, including psychologists and psychiatrists, must at all times possess and maintain all licenses and certifications required to perform Services under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor must immediately notify County Project Director or County Project Manager, and cease all Services provided under this Master Agreement.
- 3.13 The execution of this Master Agreement does not guarantee 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 this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement(s) will commence on May 8, 2023, or upon the date of its execution by the Sheriff or his designee as authorized by the Board, whichever is later, and will terminate on May 7, 2026, unless sooner extended or terminated, in whole or in part, as provided in this Master Agreement.
- 4.2 County will have the sole option to extend this Master Agreement term for up to four additional one-year periods for a maximum total Master Agreement term not to exceed seven years. Each such option term will be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board, and will be in the form of a written Amendment in accordance with subparagraph 8.1 (Change Orders and Amendments) of this Master Agreement.
- 4.3 County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.4 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address provided in Exhibit A (County's Administration) of this Master Agreement.

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 are set forth in

Exhibit D (Rate of Compensation) of this Master Agreement. Such rates and prices are firm and fixed for the term of this Master Agreement, unless a Cost of Living adjustment is granted as specified in subparagraph 5.7 (Cost of Living Adjustments (COLA)) and subparagraph 8.1 (Change Orders and Amendments).

- 5.2 Contractor is not entitled to any payment by County under this Master Agreement except pursuant to Department issued Client referrals 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 Board in their approved budgets. 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.
- 5.3 Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.4 Budget Reductions

In the event that the Board adopts, in any Fiscal Year, a County Budget which provides reductions in the salaries and benefits to the majority of County employees and imposes similar reductions with respect to County Master Agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Master Agreement (including any extensions), and the Services to be provided by Contractor under this Master Agreement will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligations will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all Services set forth in this Master Agreement.

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

- 5.5.1 Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by Contractor after the expiration or

other termination of this Master Agreement. Should Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by County for Services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from Contractor.

- 5.5.2 Notwithstanding the above, Contractor shall be entitled to payment for services that are satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such services are rendered pursuant to a **referral** that was validly issued during the term of this Master Agreement. This provision shall survive the expiration or other termination of this Master Agreement.

5.6 Invoices and Payments

- 5.6.1 Payment for all Work will be on a fixed per-session rate in accordance with Exhibit D (Rate of Compensation) of this Master Agreement, less any amounts assessed in accordance with subparagraph 8.25 (Liquidated Damages) of this Master Agreement.

- 5.6.2 Contractor must separately invoice the County for each referral authorized pursuant to this Master Agreement.

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

5.6.4 Invoice Detail (Page 1)

Contractor must submit an Exhibit F1 (Invoice Detail (Psychological Services)) and/or Exhibit F2 (Invoice Detail (Psychiatric Services)) of this Master Agreement with each Exhibit G (Invoice) and must include the following:

- Contractor Name and Address
- County Master Agreement Number
- Invoice Date
- Invoice Number
- Client Name
- Client Identification Number (identification number is digit assigned by the Contractor such as 1,2,3, etc.). 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 couple's session would have an entry if

it is a couple's session). All parties to a family session should have an entry as well.

- Work Status (work status is Department Member [Emp] or Spouse/Significant Other [S/O]).
- Type of Session (Client is being seen by psychologists for Individual [I], Couples [C], or Family [F] sessions), and by psychiatrists for Initial Evaluation [Initial], 25-30 min Re-evaluation [25 F/U], or 15 min Re-evaluation [15 F/U]). A Client may be seen for more than one type of counseling in one month, with prior approval by County Project Director or County Project Manager.
- Session Date (date Client showed, cancelled or no-show). This information will become a part of Client's permanent record. ***Note:** Contractor must not invoice for cancelled and/or no-show appointments.
- Attendance (Showed [S], Cancelled [CN], or No-Show [NS]).
- Topic(s) (County Project Manager will provide a list using a numbering system of topics/issues of treatment. Up to four treatment topics can be listed per Client).

5.6.5 **Invoice (Page 2)**

Contractor must invoice County using Exhibit G (Invoice) of the Master Agreement and each Exhibit G (Invoice) must include the following:

- Contractor Name and Address
- County Master Agreement Number
- Invoice Date
- Invoice Number
- Client Identification Number
- Session Date
- Session Length
- Session Rate
- Total Amount Due

5.6.6 **Submission of Invoices**

- a. Exhibit F1 (Invoice Detail (Psychological Services)) and/or Exhibit F2 (Invoice Detail (Psychiatric Service)) and Exhibit G (Invoice) to this Master Agreement must be submitted to the address or fax number listed in Exhibit G (Invoice).

- b. Contractor must submit invoices by the 15th calendar day of the month following the month in which Services were performed. Failure to submit invoices by the 15th calendar day of the month may result in deduction of liquidated damages from invoices as specified in subparagraph 8.25.5 of this Master Agreement. Contractor is responsible for the accuracy of invoices submitted to the Department. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

5.6.7 Approval of Invoices

All invoices submitted by Contractor must receive the written approval of County Project Director or County Project Manager. In no event will County be liable or responsible for any payment prior to such written approval. Contractor will not be entitled to any payment by County under this Master Agreement except for satisfactorily performed Work.

5.6.8 Invoice Discrepancy Report

County Project Manager will review all invoices for any discrepancies and issue Exhibit H (Invoice Discrepancy Report (IDR)) of this Master Agreement to Contractor within ten Business Days of receipt of invoice if payment amounts are disputed. Contractor must review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten Business Days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within ten Business Days of the County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing will preclude County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the term of this Master Agreement.

5.6.9 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

5.7 Cost of Living Adjustments (COLA)

If requested by Contractor, the Master Agreement (hourly, daily, etc.) amount may at the sole discretion of County, be increased annually

based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12 month period preceding the Master Agreement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12 month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this subparagraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing Services under this Master Agreement) from the base upon which a COLA is calculated, unless Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Master Agreement, it will require a written Amendment to this Master Agreement first, that has been formally approved and executed by the parties.

5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- 5.8.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.8.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.8.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.8.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and

an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A (County's Administration) of this Master Agreement. County will notify Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

The responsibilities of County Project Director may include:

- a. Ensuring that the objectives of this Master Agreement are met; and
- b. Providing direction to Contractor, in areas relating to the County policy, information requirements, and procedural requirements.

6.1.2 Except as set forth in subparagraph 8.1 (Change Orders and Amendments) of this Master Agreement, County Project Director is not authorized to make any changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.1.3 County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

6.2 County Project Manager

6.2.1 County Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement. County Project Manager generally be the first person for Contractor to contact with any questions.

The responsibilities of County Project Manager may include:

- a. Meeting with Contractor Project Manager on a regular basis; and
- b. Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor.

6.2.2 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement nor obligate the County in any respect whatsoever.

6.2.3 County Project Manager will advise County Project Director as to Contractor's performance in work requirements and

standards, County policy, information requirements, and procedural requirements.

- 6.2.4 County Project Manager will issue Contract Discrepancy Reports in accordance with subparagraph 11.1 (Contract Discrepancy Report) of Attachment 1 (Statement of Work: Psychological Services) and/or subparagraph 10.1 (Contract Discrepancy Report) of Attachment 2 (Statement of Work: Psychiatric Services) of this Master Agreement. A sample of the Contract Discrepancy Report is attached as Exhibit I (Contract Discrepancy Report) of this Master Agreement.
- 6.2.5 County Project Manager will approve all invoices and forward approved invoices to Department's Accounts Payable Unit, pursuant to subparagraph 5.6 (Invoices and Payments) of this Master Agreement.
 - 6.2.5.1 County Project Manager will issue Invoice Discrepancy Reports in accordance with subparagraph 5.6.8 (Invoice Discrepancy Report) of this Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor Project Manager

- 7.1.1 Contractor Project Manager is designated in Exhibit B (Contractor's Administration) of this Master Agreement. Contractor must notify County in writing of any change in the name or address of Contractor Project Manager.
- 7.1.2 Contractor Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County Project Manager on a regular basis with respect to all active Work.
- 7.1.3 Contractor Project Manager will be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Master Agreement.
- 7.1.4 During the term of this Master Agreement, Contractor Project Manager will be available to meet and confer with County Project Director at least monthly, 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) of this Master Agreement. Contractor must 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 Project Manager and Contractor's psychologists and/or psychiatrists. Contractor must provide County with a curriculum vitae for each proposed psychologist and/or psychiatrist, list of references which verify proposed psychologist and/or psychiatrist meets the Minimum Mandatory Qualifications; and an opportunity to interview such person prior to any staff substitution, when requested by County.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing Services under this Master Agreement must 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 not be limited to, criminal conviction information.
- 7.5.2 County Project Director or County Project Manager will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.4 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this subparagraph 7.5 (Background and Security Investigations) will 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 must 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 must 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 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor will cause each employee performing Services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.5 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Orders and Amendments

- 8.1.1 The Board 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. County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement must be prepared and executed by Contractor and Sheriff.
- 8.1.2 For any change which does not materially affect the scope of Work, period or performance, amount of payments, or any other term or condition of this Master Agreement, a Change Order to this Master Agreement will be executed by County Project Director 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 will be executed by Contractor and the Board.
- 8.1.4 Notwithstanding subparagraphs 8.1.1 through 8.1.3 above, for (1) any option term extension of this Master Agreement; (2) modifications pursuant to subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions); or (3) any cost-of-living adjustments in accordance with subparagraph 5.7 (Cost of Living Adjustment (COLA)), an Amendment to this Master Agreement will be executed by Contractor and Sheriff.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify County of any pending

acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.

8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this subparagraph, County consent will require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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, will 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 will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

8.4.1 Within ten Business Days after this Master Agreement effective date, Contractor must provide County with

Contractor's policy for receiving, investigating and responding to user complaints.

- 8.4.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within ten Business Days for County approval.
- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to County for approval before implementation.
- 8.4.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to County Project Manager within ten Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor must 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 must 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 subparagraph 8.5 (Compliance with Applicable Laws) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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

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 will, 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. Additionally, Contractor certifies to County:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.

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.

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

2. For purposes of this subparagraph, "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 Master Agreements 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 the Master Agreement, the subcontractor will also be subject to the provisions of this subparagraph. The provisions of this subparagraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Master Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to

remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph 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 Master Agreements 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 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, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will 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 Contractor must 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 subparagraph 8.8 (Conflict of Interest) will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the Services set forth herein, Contractor must 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 Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer 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 must 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 County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Master Agreement, debar 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 Contractor may have with County.

8.11.3 Non-responsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Master Agreement with County or a nonprofit corporation created by County, (2) committed an

act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise 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. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
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 will be presented to the Board. The Board will 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 years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will also apply to subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post Exhibit C (Safely Surrendered Baby Law) poster in a prominent position at Contractor's place of business. 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:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through a 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 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 Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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

County or its agent(s) will monitor Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing 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 this Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this 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 will 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 must be made immediately after Contractor has

become aware of such damage, but in no event later than 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 must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 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. Contractor must obtain from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 Contractor must indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

- 8.17.1 This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 8.17.2 County and Contractor hereby agree to regard electronic representations of original signatures of authorized officials of each party, when appearing in appropriate places on Change Orders and Amendments prepared pursuant to subparagraph 8.1 (Change Orders and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such

legally binding signatures have been affixed to Change Orders and Amendments to this Master Agreement.

8.18 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless 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 Contractor's employees for which County may be found jointly or solely liable.

8.19 Force Majeure

- 8.19.1 Neither party will 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, earthquakes, epidemics, pandemics, quarantine restrictions, and 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 subparagraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 subparagraph, 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 will be governed by, and construed in accordance with, the laws of the State of California. 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 will be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor will 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 Contractor pursuant to this Master Agreement.
- 8.21.4 Contractor must adhere to the provisions stated in subparagraph 7.6 (Confidentiality) of this Master Agreement.

8.22 Indemnification

Contractor must 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 Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must

provide and maintain at its own expense insurance coverage satisfying the requirements specified in subparagraph 8.24 (Insurance Coverage) 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. County in no way warrants that the Required Insurance is sufficient to protect 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 Contractor's General Liability policy, must be delivered to County as stated below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than ten Days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates must 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 must match the name of Contractor identified as the contracting party in this Master Agreement. Certificates must 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 \$50,000.00, and list any County required endorsement forms.
- Neither County's failure to obtain, nor 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 Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to the County Contract Compliance

Manager listed in Exhibit A (County's Administration) of this Master Agreement.

Contractor also must 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 must 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

County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must 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 must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed 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 must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 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 the Master Agreement, in the sole discretion of County, upon which 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 will constitute a material breach of the 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 must be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, 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. Contractor must 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 must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must 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 will not obligate County to pay any portion of any Contractor deductible or SIR. 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 must 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 will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Master Agreement 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 ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies must 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

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. County and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

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

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 \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must 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 must 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. The written notice must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.24.5 Professional 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 must maintain such coverage for a period of not less than three years following this Master Agreement's expiration, termination or cancellation.

8.24.6 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

8.25 Liquidated Damages

8.25.1 If, in the judgment of County Project Director or County Project Manager, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director or County Project Manager 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 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 Contractor from County, will be forwarded to Contractor by County Project Director or County Project Manager in a written notice describing the reasons for said action.

- 8.25.2 If County Project Director or County Project Manager determines that there are deficiencies in the performance of this Master Agreement that County Project Director or County Project Manager deems are correctable by Contractor over a certain time span, County Project Director or County Project Manager will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director or County Project Manager may:
- a. Deduct from 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 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 \$100 per day per infraction and that Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or
 - c. Upon giving five days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 Contractor from County, as determined by County.
- 8.25.3 The action noted in subparagraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This subparagraph will not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law or as specified in subparagraph 8.25.2 above, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.
- 8.25.5 The following liquidated damages may be deducted by County from Contractor's monthly invoices based upon Contractor's failure to submit invoices as specified in

subparagraph 5.6.6 (Submission of Invoices) of this Master Agreement:

- a. Exceeding the requirement of submitting invoices by the 15th calendar day of the month following the month in which Services were performed. The deduction will begin on the 16th calendar day of the month following the month in which Services were performed at an amount of \$20 per Business Day until the invoice is received.

8.25.6 County Project Director or County Project Manager reserves the right to waive any or all deductions specified above based on Contractor performance, extenuating circumstances, or for other reasons determined by the County Project Director or County Project Manager.

8.26 Most Favored Public Entity

If Contractor's prices decline or should 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 will be immediately extended to County.

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to County each of the following:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.27.3 Contractor must 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 must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by County.
- 8.27.7 If County finds that any provisions of this subparagraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While 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 Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement,

County will, at its sole option, be entitled to the sum of \$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 will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will 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 must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and will 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 must 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

Contractor must notify and provide to its employees, and will 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 C (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will 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) of this Master Agreement. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director or County Project Manager will have the authority to issue all notices or demands required or permitted by County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will 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 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 Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County will 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 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," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

8.36.1 Contractor must 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 Contractor's need to identify its services and related clients to sustain itself, County will not inhibit Contractor from publishing its role under this Master Agreement within the following conditions:

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

8.36.2 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 subparagraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that County, or its authorized representatives, will 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, will be kept and maintained by Contractor and will be made available to County during the term of this Master Agreement and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor will pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.37 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Master Agreement upon which 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 years after the expiration or termination of this Master Agreement, representatives of County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference will be either: (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Master Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Master Agreement exceed the funds appropriated by County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

Consistent with the Boards' policy to reduce the amount of solid waste deposited at County landfills, 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 Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Master Agreement.

- 8.39.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by County.
- 8.39.3 Contractor must indemnify and hold 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 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.39.5 County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 County Project Director or County Project Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor must forward a fully executed subcontract to County for their files.
- 8.39.7 Contractor will 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 County's consent to subcontract.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor must ensure delivery of all such documents to the Contract Compliance Manager listed in Exhibit A (County's Administration) of this Master Agreement before any subcontractor may perform any Work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in subparagraph 8.13 (Contractor's Warranty of Adherence to

County's Child Support Compliance Program), will constitute a 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 90 Days of written notice will be grounds upon which County may terminate this Master Agreement pursuant to subparagraph 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, and any Work issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder will 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 will be no less than ten Days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor must immediately:

- Stop Work or any Work issued 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 would 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 Contractor under this Master Agreement or Work must be maintained by Contractor in accordance with subparagraph 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director or County Project Manager:

- 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 of any Work issued 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 Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in subparagraph 8.42.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this subparagraph.

8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in subparagraph 8.42.2 if its failure to perform this Master Agreement, including any Work issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will 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 Contractor to meet the required performance schedule. As used in this subparagraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after County has given notice of termination under the provisions of this subparagraph 8.42 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this subparagraph 8.42 (Termination for Default), or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to subparagraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this subparagraph 8.42 (Termination for Default) will 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 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by 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 Contractor's performance pursuant to this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.43.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.
- 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 County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of County provided in this subparagraph 8.44 (Termination for Insolvency) will 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

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160.010. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which 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, County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future Fiscal Years unless and until the Board 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 will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County will notify 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 will not be affected thereby.

8.48 Waiver

No waiver by County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such

provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 (Waiver) will 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 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 Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the 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

8.50.1 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.

8.50.2 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 subparagraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will 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 will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

Contractor must notify its employees, and must 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 ten Days before every statewide election, every Contractor and subcontractor must 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 Policy on Human Trafficking

8.53.1 Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

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

8.53.3 Disqualification of any member of Contractor's staff pursuant to this subparagraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Contractor's violation of this subparagraph 8.55 (Compliance with Fair Chance Employment Practices) of this Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a

protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 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.

8.59 COVID-19 Vaccinations of County Contractor Personnel

8.59.1 At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing Services under this Master Agreement, and/or (3) coming into contact with the public while performing Services under this Master Agreement (collectively, "In-Person Services").

- 8.59.2 Contractor Personnel are considered “fully vaccinated” against COVID-19 two weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).
- 8.59.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (“Vaccination Record Card”); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (“QR”) code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of Work under this Master Agreement that its Contractor Personnel are in compliance with the requirements of this subparagraph. Contractor must retain such proof of vaccination for the document retention period set forth in this Master Agreement, and must provide such records to County for audit purposes, when required by County.
- 8.59.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel’s testing results. Contractor must provide such records to County for audit purposes, when required by County.
- 8.59.5 In addition to complying with the requirements of this subparagraph, Contractor must also comply with all other applicable local, departmental, State, and Federal laws,

regulations and requirements for COVID-19. A completed Exhibit E1 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”). Under this Master Agreement, Contractor provides services to County and Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit J (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)) in order to provide those services. County and Contractor therefore agree to the terms of Exhibit J (Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA)) of this Master Agreement.

9.2 Contractor’s Charitable Activities Compliance (if applicable)

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 Exhibit K (Charitable Contributions Certification), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect 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)

9.3 Local Small Business Enterprise (LSBE) Preference Program

- 9.3.1 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.
- 9.3.2 Contractor must 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.

- 9.3.3 Contractor must 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.
- 9.3.4 If 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, will:
1. Pay to County any difference between this 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), be assessed a penalty in an amount of not more than ten 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 will 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.

9.4 Social Enterprise (SE) Preference Program

- 9.4.1 This Master Agreement is subject to the provisions of County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.4.2 Contractor must 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.
- 9.4.3 Contractor must 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.

9.4.4 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 Master Agreement to which it would not otherwise have been entitled, Contractor will:

1. Pay to the County any difference between this 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, Contractor will be assessed a penalty in an amount of not more than ten 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 will 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.

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.5.1 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.
- 9.5.2 Contractor must 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.
- 9.5.3 Contractor must 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.
- 9.5.4 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 Master Agreement to which it would not otherwise have been entitled, Contractor will:

1. Pay to the County any difference between this 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, Contractor will be assessed a penalty in an amount of not more than ten 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).

Notwithstanding any other remedies in this Master Agreement, the above penalties will 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.

10.0 Survival

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions will survive the expiration or termination of this Master Agreement for any reason:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

subparagraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

subparagraph 7.6 (Confidentiality)

subparagraph 8.1 (Change Orders and Amendments)

subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

subparagraph 8.5.2

subparagraph 8.18 (Fair Labor Standards)

subparagraph 8.19 (Force Majeure)

subparagraph 8.20 (Governing Law, Jurisdiction, and Venue)
subparagraph 8.22 (Indemnification)
subparagraph 8.23 (General Provisions for all Insurance Coverage)
subparagraph 8.24 (Insurance Coverage)
subparagraph 8.25 (Liquidated Damages)
subparagraph 8.33 (Notices)
subparagraph 8.37 (Record Retention and Inspection/Audit Settlement)
subparagraph 8.41 (Termination for Convenience)
subparagraph 8.42 (Termination for Default)
subparagraph 8.47 (Validity)
subparagraph 8.48 (Waiver)
subparagraph 8.57 (Prohibition from Participation in Future Solicitation(s))
Paragraph 10.0 (Survival)

**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 or designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized representative on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

CONTRACTOR

By: _____

Signed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

PSYCHOLOGICAL SERVICES

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APPENDIX 1 - WORKERS' COMPENSATION BENEFITS PACKET

STATEMENT OF WORK PSYCHOLOGICAL SERVICES

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) Psychological Services Bureau (PSB) requires the services of psychologists to provide as-needed counseling and/or psychotherapy services to sworn and professional staff employed by the Department, and to the family members/significant others of Department members, utilizing brief solution-oriented psychological interventions.
- 1.2 At Contractor's office, Contractor will provide (1) individual counseling and/or psychotherapy; (2) relationship/marital counseling and/or psychotherapy; and/or (3) family counseling and/or psychotherapy.
 - 1.2.1 County Project Director or County Project Manager has the sole discretion to allow and/or disallow remote counseling and/or psychotherapy services as described in subparagraph 1.2 above.
- 1.3 Significant others may be seen individually or in the context of relationship and/or family counseling with the Department member. Children will 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 will provide psychological services under the Master Agreement only upon referral of a Client by a PSB psychologist. Work will be distributed to Contractor as specified in Paragraph 2.0 (Guidelines for the Distribution of Work) of this Attachment 1 (Statement of Work: Psychological Services).
- 1.5 Contractor will not provide psychological services to Department members or the family members/significant others under the Master Agreement, except as approved and authorized by a PSB psychologist pursuant to the Master Agreement. County will not be responsible for payment for counseling and/or psychotherapy services performed by Contractor that were not previously authorized by a PSB psychologist.
- 1.6 Once all approved and authorized counseling and/or psychotherapy sessions for a particular Department member and/or the member's family members/significant others have been completed by Contractor, the Department member and/or the family members/significant others may continue treatment with Contractor at their own expense and at Contractor's discretion. County will not be responsible for payment for

counseling and psychotherapy services performed by Contractor outside the terms of the Master Agreement.

2.0 GUIDELINES FOR THE DISTRIBUTION OF WORK

- 2.1 There is no guarantee of Work under this Master Agreement. Contractor will be utilized on an intermittent, as-needed basis to assist the Department during periods of heavy Client load.
- 2.2 Work will be distributed to Contractor based on availability, specialty, and geographical area. In the Department's sole discretion, PSB psychologists, will refer Clients to Contractor whose areas of specialty and office location is the most appropriate for the Department member and/or family member/significant other that will engage in the counseling or psychotherapy session.
- 2.3 County Project Director or County Project Manager has the sole discretion to make a referral to any Contractor, based on the needs of the Department.

3.0 REFERRALS

- 3.1 Upon determination by County to request psychological services, it is County's intent to refer Clients to Contractor, based upon Contractor's availability, areas of specialty, and geographic location; however, based upon the needs of County, the Department has the sole discretion to make a referral to any Contractor.
- 3.2 Referral Process
 - 3.2.1 Work will be distributed to Contractor as specified in Paragraph 2.0 (Guidelines for the Distribution of Work) of this Attachment 1 (Statement of Work: Psychological Services).
 - 3.2.2 Referrals will be made by PSB Psychologists to Contractor by telephone. Such telephonic referrals will include, but not be limited to, the following information:
 - 1) Reason for Referral
 - 2) Client Name
 - 3) Work Status (Department member/Significant Other)
 - 4) Type of Session (Individual, Couples, or Family)
- 3.3 Contractor will schedule the intake session within two weeks of receiving the referral. Should Contractor not be able to schedule the intake within

two weeks of receiving the referral, Contractor must notify County Project Director or County Project Manager, at which time the Department will proceed to the next appropriate Contractor available.

4.0 CONTRACTOR WORK REQUIREMENTS

- 4.1 Upon referral of a Client to Contractor by a PSB Psychologist, Contractor will provide to Client four initial counseling or psychotherapy sessions.
- 4.2 If, after the initial four sessions, Contractor believes that additional counseling or psychotherapy sessions are required for a Client, Contractor will deliver an oral or electronic report to County Project Director or County Project Manager outlining the number of sessions Client has received, Client's current treatment goals, and progress made toward identified goals. Contractor cannot provide additional services or sessions to Client beyond the initially authorized four sessions under the terms of the Master Agreement without prior authorization from County Project Director or County Project Manager.
- 4.3 Contractor will provide counseling and/or psychotherapy services to Clients in 45–50-minute sessions, not to exceed a total of ten sessions within a 12-month period, unless additional sessions are pre-authorized by County Project Director or County Project Manager.
- 4.4 If Client does not receive Services for a period of 60 Days, any previously approved sessions remaining are forfeited back to the County. Clients must obtain a new referral by a PSB Psychologist should they wish to resume services.
- 4.5 When Contractor, during the course of evaluation and/or treatment, determines that a Client may require a psychiatric medicine consultation, Contractor can refer Client to PSB psychologist for a referral to a psychiatrist currently contracted with PSB. PSB psychologist will assist Client in obtaining an initial comprehensive psychiatric evaluation. If psychiatric medicine is prescribed, the psychiatric consultant and Contractor must communicate with each other at least once per month regarding the psychiatric medicine needs and the progress of the Client.
- 4.6 Contractor must maintain accurate, legible, and appropriate medical records for each Client receiving Services, consistent with current professional standards.
- 4.7 Contractor must utilize the Counseling Information Form supplied by County Project Director or County Project Manager. A copy of this form must be submitted to County Project Manager within one week of the intake session.

- 4.8 Contractor must complete all necessary documentation required for record-keeping and billing purposes in a timely manner as specified in subparagraph 5.6 (Invoices and Payments) of the Master Agreement. Failure to do so may result in delay of payment or an assessment of liquidated damages as specified in subparagraph 8.25.5 of the Master Agreement.
- 4.9 Contractor must not conduct an Independent Medical Opinion (IMO) on a law enforcement applicant who has been deemed “Not Suitable” by a psychologist performing pre-employment psychological evaluations, nor conduct a Fitness for Duty Evaluation (FFDE) on any Department member.
- 4.10 Monthly Report
- 4.10.1 Contractor must provide a monthly report to County Project Manager by the 15th Day of the following month. The monthly report must list all Services provided for the month. The list must include, but not be limited to the following:
- a. Client Name
 - b. Session Date
 - c. Work Status (Department member/Significant Other)
 - d. Type of Session (Individual, Couples, or Family)
- 4.10.2 For months in which no Services were provided, Contractor is still required to provide a monthly report and must indicate no Services were provided.

5.0 WORKERS’ COMPENSATION BENEFITS

- 5.1 For all Clients alleging a work-related injury, Contractor must provide Clients with a Workers’ Compensation Benefits Packet, attached to this SOW as Appendix 1 (Workers’ Compensation Benefits Packet).
- 5.2 Contractor must thoroughly document in writing the alleged work-related injury, as well as other pertinent information concerning the Client. Such documentation must be provided to the County upon request.
- 5.3 Once a work-related injury is alleged by a Client, Contractor must cease providing counseling or psychotherapy to Client until Client signs the Receipt of Claim Form and the Declination Statement, attached to this SOW as part of Appendix 1 (Workers’ Compensation Benefits Packet).
- 5.4 Clients who have a current work-related injury claim pending, and Clients indicating an intent or desire to file a workers’ compensation claim, must immediately be referred to County Project Director or County Project

Manager, and must not be treated by or receive services from Contractor under the Master Agreement.

6.0 CONTRACTOR RESPONSIBILITIES

- 6.1 Psychologists performing Work under this Master Agreement must have a doctorate in psychology or related field from an accredited institution.
- 6.2 Psychologists performing Work under this Master Agreement must be licensed by, and in good standing with, the California Board of Psychology.
- 6.3 Psychologists performing Work under this Master Agreement must possess and maintain in good operating order a cellular telephone on which they can be reached directly 24 hours a day. The telephone numbers must be provided to County Project Director and County Project Manager upon execution of the Master Agreement.
- 6.4 Psychologists performing Work under this Master Agreement must be able to effectively communicate in English, both orally and in writing.

7.0 CONTRACTOR'S OFFICE

Contractor must maintain an office in which Contractor conducts business and where Services will be provided within Los Angeles County or immediately adjoining counties with a telephone in Contractor's name. Contractor must provide an answering service to receive and forward calls to Contractor whenever Contractor's office is closed. Contractor must make a reasonable attempt to answer calls placed to Contractor's cellular phone and/or after-hours answering services within two hours of receipt of the call from a Client, and no more than a 24-hour period.

8.0 HOURS AND DAYS OF SERVICE

Contractor's workdays and hours will vary, depending on the needs of the Department and the Clients. Any change to availability must be communicated to County Project Director and County Project Manager in writing, at least one week prior to the change going into effect.

9.0 MATERIALS AND EQUIPMENT

- 9.1 Contractor must utilize the Counseling Information Form supplied by County Project Director. A copy of this form must be submitted to County Project Manager within one week of the intake session.
- 9.2 Contractor is solely responsible for the cost of purchasing all equipment required to provide Services.

- 9.3 Contractor must use materials and equipment that are safe for the environment.

10.0 QUALITY ASSURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as defined in subparagraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

10.1 As-Needed Meetings

During the term of the Master Agreement, Contractor Project Manager will be available to meet and confer with County Project Director or County Project Manager, as necessary, in person or by phone. Contractor will be notified by County Project Director or County Project Manager, three calendar days prior to the meeting, as to the date, time, and location (if applicable), of the meeting.

11.0 CONTRACT DISCREPANCY

- 11.1 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.

11.2 Contract Discrepancy Report

County Project Manager will determine whether Exhibit I (Contract Discrepancy Report (CDR)) of the Master Agreement, will be issued. Upon receipt of the CDR, Contractor must respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to County Project Director within ten Business Days of receipt of the CDR.

WORKERS' COMPENSATION BENEFITS PACKET

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.

INJURY AND HEALTH SUPPORT UNIT

211 West Temple Street, 4th floor, Los Angeles, CA 90012

(213) 229-3199



Los Angeles County Sheriff's Department Psychological Services Bureau

WORKERS' COMPENSATION BENEFITS

Concerned Personnel:

If you think your emotional/stress problems are related to your job, the **Injury and Health Support Unit** would be happy to discuss your situation with you and answer questions you may have regarding your rights and benefits under Workers' Compensation. We can be reached at **(213) 229-3199**.

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 tax-free income until your doctor says you are able to return to work. Temporary disability payments are two-thirds of your average weekly pay, up to a maximum set by state law. (Some employees are entitled to receive full salary in lieu of temporary disability payments.) Payments are not made for the first three days you are disabled unless you are hospitalized as an inpatient or unable to work for more than 14 days.

REHABILITATION.

If the injury or illness prevents you from returning to the same job, you may qualify for vocational rehabilitation benefits, with all costs paid by your employer's insurance.

PAYMENT FOR PERMANENT DISABILITY.

If the injury or illness results in a permanent disability, 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.



Los Angeles County Sheriff's Department Psychological Services Bureau

DECLINATION STATEMENT

I do not wish to make a claim for Workers' Compensation Benefits at this time. I do not waive my Workers' Compensation Benefits.

Client's Signature

Date

Client's Name - Printed

Psychologist's Signature

Psychologist's Name – Printed



Los Angeles County Sheriff's Department Psychological Services Bureau

RECEIPT OF CLAIM FORM

I have been given a copy of the Claim Form – Employee's Claim for Workers' Compensation Benefits.

Client's Signature

Date

Client's Name - Printed

Psychologist's Signature

Psychologist's Name – Printed



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. Use the attached form to file 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 you file a claim, the claims administrator, who is responsible for handling your claim, must notify you within 14 days whether your claim is accepted or whether additional investigation is needed.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Do this right away to avoid problems with your claim. In some cases, benefits will not start until you inform your employer about your injury by filing a claim form. Describe your injury completely. Include every part of your body affected by the injury. If you mail the form to your employer, use first-class or certified mail. If you buy a return receipt, you will be able to prove that the claim form was mailed and when it was delivered. Within one working day after you file the claim form, your employer must complete the "Employer" section, give you a dated copy, keep one copy, and send one to the claims administrator.

Medical Care: Your claims administrator will pay for all reasonable and necessary medical care for your work injury or illness. Medical benefits are subject to approval and may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, medicines, equipment and travel costs. Your claims administrator will pay the costs of approved medical services directly so you should never see a bill. There are limits on chiropractic, physical therapy, and other occupational therapy visits.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness.

- If you previously designated your personal physician or a medical group, you may see your personal physician or the medical group after you are injured.
- If your employer is using a medical provider network (MPN) or Health Care Organization (HCO), in most cases, you will be treated in the MPN or HCO unless you predesignated your personal physician or a medical group. An MPN is a group of health care providers who 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 is not using an MPN or HCO, in most cases, the claims administrator can choose the doctor who first treats you unless you predesignated your personal physician or a medical group.
- If your employer has not put up a poster describing your rights to workers' compensation, you may be able to be treated by your personal physician right after you are injured.

Within one working day after you file a claim form, your employer or the claims administrator must authorize up to \$10,000 in treatment for your injury, consistent with the applicable treating guidelines until the claim is accepted or rejected. If the employer or claims administrator does not authorize treatment right away, talk to your supervisor, someone else in management, or the claims administrator. Ask for treatment to be authorized right now, while waiting for a decision on your claim. If the employer or claims administrator will not authorize treatment, use your own health insurance to get medical care. Your health insurer will seek reimbursement from the claims administrator. If you do not have health insurance, there are doctors, clinics or hospitals that will treat you without immediate payment. They will seek reimbursement from the claims administrator.

Switching to a Different Doctor as Your PTP:

- If you are being treated in a Medical Provider Network (MPN), you may switch to other doctors within the MPN after the first visit.
- If you are being treated in a Health Care Organization (HCO), you may switch at least one time to another doctor within the HCO. You may switch to a doctor outside the HCO 90 or 180 days after your injury is reported to your employer (depending on whether you are covered by employer-provided health insurance).
- If you are not being treated in an MPN or HCO and did not predesignate, you may switch to a new doctor one time during the first 30 days after your injury is reported to your employer. Contact the claims administrator to switch doctors. After 30 days, you may switch to a doctor of your choice if

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. Utilice el formulario adjunto 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 usted presenta un reclamo, el administrador de reclamos, quien es responsable por el manejo de su reclamo, debe notificarle dentro de 14 días si se acepta su reclamo o si se necesita investigación adicional.

Para presentar un reclamo, llene la sección del formulario designada para el "Empleado," guarde una copia, y déle el resto a su empleador. Haga esto de inmediato para evitar problemas con su reclamo. En algunos casos, los beneficios no se iniciarán hasta que usted le informe a su empleador acerca de su lesión mediante la presentación de un formulario de reclamo. Describa su lesión por completo. Incluya cada parte de su cuerpo afectada por la lesión. Si usted le envía por correo el formulario a su empleador, utilice primera clase o correo certificado. Si usted compra un acuse de recibo, usted podrá demostrar que el formulario de reclamo fue enviado por correo y cuando fue entregado. Dentro de un día laboral después de presentar el formulario de reclamo, su empleador debe completar la sección designada para el "Empleador," le dará a Ud. una copia fechada, guardará una copia, y enviará una al administrador de reclamos.

Atención Médica: Su administrador de reclamos pagará por toda la atención médica razonable y necesaria para su lesión o enfermedad relacionada con el trabajo. Los beneficios médicos están sujetos a la aprobación y pueden incluir tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio, las medicinas, equipos y gastos de viaje. Su administrador de reclamos pagará directamente los costos de los servicios médicos aprobados de manera que usted nunca verá una factura. Hay límites en terapia quiropráctica, física y otras visitas de terapia ocupacional.

El Médico Primario que le Atiende (Primary Treating Physician- PTP) es el médico con la responsabilidad total para tratar su lesión o enfermedad.

- Si usted designó previamente a su médico personal o a un grupo médico, usted podrá ver a su médico personal o grupo médico después de lesionarse.
- Si su empleador está utilizando una red de proveedores médicos (*Medical Provider Network- MPN*) o una Organización de Cuidado Médico (*Health Care Organization- HCO*), en la mayoría de los casos, usted será tratado en la *MPN* o *HCO* a menos que usted hizo una designación previa de su médico personal o grupo médico. Una *MPN* es un grupo de proveedores de asistencia médica quien da 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 está utilizando una *MPN* o *HCO*, en la mayoría de los casos, el administrador de reclamos puede elegir el médico que lo atiende primero a menos de que usted hizo una designación previa de su médico personal o grupo médico.
- Si su empleador no ha colocado un cartel describiendo sus derechos para la compensación de trabajadores, Ud. puede ser tratado por su médico personal inmediatamente después de lesionarse.

Dentro de un día laboral después de que Ud. Presente un formulario de reclamo, su empleador o el administrador de reclamos debe autorizar hasta \$10000 en tratamiento para su lesión, de acuerdo con las pautas de tratamiento aplicables, hasta que el reclamo sea aceptado o rechazado. Si el empleador o administrador de reclamos no autoriza el tratamiento de inmediato, hable con su supervisor, alguien más en la gerencia, o con el administrador de reclamos. Pida que el tratamiento sea autorizado ya mismo, mientras espera una decisión sobre su reclamo. Si el empleador o administrador de reclamos no autoriza el tratamiento, utilice su propio seguro médico para recibir atención médica. Su compañía de seguro médico buscará reembolso del administrador de reclamos. Si usted no tiene seguro médico, hay médicos, clínicas u hospitales que lo tratarán sin pago inmediato. Ellos buscarán reembolso del administrador de reclamos.

Cambiando a otro Médico Primario o PTP:

- Si usted está recibiendo tratamiento en una Red de Proveedores Médicos

your employer or the claims administrator has not created or selected an MPN.

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.

Problems with Medical Care and Medical Reports: At some point during your claim, you might disagree with your PTP about what treatment is necessary. If this happens, you can switch to other doctors as described above. If you cannot reach agreement with another doctor, the steps to take depend on whether you are receiving care in an MPN, HCO, or neither. For more information, see "Learn More About Workers' Compensation," below.

If the claims administrator denies treatment recommended by your PTP, you may request independent medical review (IMR) using the request form included with the claims administrator's written decision to deny treatment. The IMR process is similar to the group health IMR process, and takes approximately 40 (or fewer) days to arrive at a determination so that appropriate treatment can be given. Your attorney or your physician may assist you in the IMR process. IMR is not available to resolve disputes over matters other than the medical necessity of a particular treatment requested by your physician.

If you disagree with your PTP on matters other than treatment, such as the cause of your injury or how severe the injury is, you can switch to other doctors as described above. If you cannot reach agreement with another doctor, notify the claims administrator in writing as soon as possible. In some cases, you risk losing the right to challenge your PTP's opinion unless you do this promptly. If you do not have an attorney, the claims administrator must send you instructions on how to be seen by a doctor called a qualified medical evaluator (QME) to help resolve the dispute. If you have an attorney, the claims administrator may try to reach agreement with your attorney on a doctor called an agreed medical evaluator (AME). If the claims administrator disagrees with your PTP on matters other than treatment, the claims administrator can require you to be seen by a QME or AME.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you may receive temporary disability payments for a limited period. 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.

Stay at Work or Return to Work: Being injured does not mean you must stop working. If you can continue working, you should. If not, it is important to go back to work with your current employer as soon as you are medically able. Studies show that the longer you are off work, the harder it is to get back to your original job and wages. While you are recovering, your PTP, your employer (supervisors or others in management), the claims administrator, and your attorney (if you have one) will work with you to decide how you will stay at work or return to work and what work you will do. Actively communicate with your PTP, your employer, and the claims administrator about the work you did before you were injured, your medical condition and the kinds of work you can do now, and the kinds of work that your employer could make available to you.

Payment for Permanent Disability: If a doctor says you have not recovered completely from your injury and you will always be limited in the work you can do, you may receive additional payments. The amount will depend on the type of injury, extent of impairment, your age, occupation, date of injury, and your wages before you were injured.

Supplemental Job Displacement Benefit (SJDB): If you were injured on or after 1/1/04, and your injury results in a permanent disability and your employer does not offer regular, modified, or alternative work, you may qualify for a nontransferable voucher payable for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law.

Death Benefits: If the injury or illness causes death, payments may be made to a

(Medical Provider Network- MPN), usted puede cambiar a otros médicos dentro de la MPN después de la primera visita.

- Si usted está recibiendo tratamiento en un Organización de Cuidado Médico (Healthcare Organization- HCO), es posible cambiar al menos una vez a otro médico dentro de la HCO. Usted puede cambiar a un médico fuera de la HCO 90 o 180 días después de que su lesión es reportada a su empleador (dependiendo de si usted está cubierto por un seguro médico proporcionado por su empleador).
- Si usted no está recibiendo tratamiento en una MPN o HCO y no hizo una designación previa, usted puede cambiar a un nuevo médico una vez durante los primeros 30 días después de que su lesión es reportada a su empleador. Póngase en contacto con el administrador de reclamos para cambiar de médico. Después de 30 días, puede cambiar a un médico de su elección si su empleador o el administrador de reclamos no ha creado o seleccionado una MPN.

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 serán revelados. Si usted solicita privacidad, es posible que el juez "selle" (mantenga privados) ciertos expedientes médicos.

Problemas con la Atención Médica y los Informes Médicos: En algún momento durante su reclamo, podría estar en desacuerdo con su PTP sobre qué tratamiento es necesario. Si esto sucede, usted puede cambiar a otros médicos como se describe anteriormente. Si no puede llegar a un acuerdo con otro médico, los pasos a seguir dependen de si usted está recibiendo atención en una MPN, HCO o ninguna de las dos. Para más información, consulte la sección "Aprenda Más Sobre la Compensación de Trabajadores," a continuación.

Si el administrador de reclamos niega el tratamiento recomendado por su PTP, puede solicitar una revisión médica independiente (*Independent Medical Review-IMR*), utilizando el formulario de solicitud que se incluye con la decisión por escrito del administrador de reclamos negando el tratamiento. El proceso de la IMR es parecido al proceso de la IMR de un seguro médico colectivo, y tarda aproximadamente 40 (o menos) días para llegar a una determinación de manera que se pueda dar un tratamiento apropiado. Su abogado o su médico le pueden ayudar en el proceso de la IMR. La IMR no está disponible para resolver disputas sobre cuestiones aparte de la necesidad médica de un tratamiento particular solicitado por su médico.

Si no está de acuerdo con su PTP en cuestiones aparte del tratamiento, como la causa de su lesión o la gravedad de la lesión, usted puede cambiar a otros médicos como se describe anteriormente. Si no puede llegar a un acuerdo con otro médico, notifique al administrador de reclamos por escrito tan pronto como sea posible. En algunos casos, usted arriesga perder el derecho a objetar a la opinión de su PTP a menos que hace esto de inmediato. Si usted no tiene un abogado, el administrador de reclamos debe enviarle instrucciones para ser evaluado por un médico llamado un evaluador médico calificado (*Qualified Medical Evaluator-QME*) para ayudar a resolver la disputa. Si usted tiene un abogado, el administrador de reclamos puede tratar de llegar a un acuerdo con su abogado sobre un médico llamado un evaluador médico acordado (*Agreed Medical Evaluator- AME*). Si el administrador de reclamos no está de acuerdo con su PTP sobre asuntos aparte del tratamiento, el administrador de reclamos puede exigirle que sea atendido por un QME o AME.

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. puede recibir pagos por incapacidad temporal por un periodo limitado. Estos pagos pueden cambiar o parar cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos 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 puede trabajar durante más de 14 días.

Permanezca en el Trabajo o Regreso al Trabajo: Estar lesionado no significa que usted debe dejar de trabajar. Si usted puede seguir trabajando, usted debe hacerlo. Si no es así, es importante regresar a trabajar con su empleador actual tan

spouse and other 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.

Resolving Problems or Disputes: You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your employer or 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) or unemployment insurance (UI) benefits. Call the state Employment Development Department at (800) 480-3287 or (866) 333-4606, or go to their website at www.edd.ca.gov.

You Can Contact an Information & Assistance (I&A) Officer: State I&A officers answer questions, help injured workers, provide forms, and help resolve problems. Some I&A officers hold workshops for injured workers. To obtain important information about the workers' compensation claims process and your rights and obligations, go to www.dwc.ca.gov or contact an I&A officer of the state Division of Workers' Compensation. You can also hear recorded information and a list of local I&A offices by calling (800) 736-7401.

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 website at www.californiaspecialist.org.

Learn More About Workers' Compensation: For more information about the workers' compensation claims process, go to www.dwc.ca.gov. At the website, you can access a useful booklet, "Workers' Compensation in California: A Guidebook for Injured Workers." You can also contact an Information & Assistance Officer (above), or hear recorded information by calling 1-800-736-7401.

pronto como usted pueda medicamente hacerlo. Los estudios demuestran que entre más tiempo esté fuera del trabajo, más difícil es regresar a su trabajo original y a sus salarios. Mientras se está recuperando, su *PTP*, su empleador (supervisores u otras personas en la gerencia), el administrador de reclamos, y su abogado (si tiene uno) trabajarán con usted para decidir cómo va a permanecer en el trabajo o regresar al trabajo y qué trabajo hará. Comuníquese de manera activa con su *PTP*, su empleador y el administrador de reclamos sobre el trabajo que hizo antes de lesionarse, su condición médica y los tipos de trabajo que usted puede hacer ahora y los tipos de trabajo que su empleador podría poner a su disposición.

Pago por Incapacidad Permanente: Si un médico dice que no se ha recuperado completamente de su lesión y siempre será limitado en el trabajo que puede hacer, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, grado de deterioro, su edad, ocupación, fecha de la lesión y sus salarios antes de lesionarse.

Beneficio Suplementario por Desplazamiento de Trabajo (Supplemental Job Displacement Benefit- SJDB): Si Ud. se lesionó en o después del 1/1/04, y su lesión resulta en una incapacidad permanente y su empleador no ofrece un trabajo regular, modificado, o alternativo, usted podría cumplir los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo un curso de reentrenamiento y/o mejorar su habilidad. Si Ud. cumple los requisitos, el administrador de reclamos pagará los gastos hasta un máximo establecido por las leyes estatales.

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

Es ilegal que su empleador le castigue o despidan por sufrir una lesión o enfermedad laboral, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. (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.

Resolviendo problemas o disputas: Ud. tiene derecho a no estar de acuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su empleador o 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 (*State Disability Insurance- SDI*) o beneficios del desempleo (*Unemployment Insurance- UI*). Llame al Departamento del Desarrollo del Empleo estatal al (800) 480-3287 o (866) 333-4606, o visite su página Web en www.edd.ca.gov.

Puede Contactar a un Oficial de Información y Asistencia (Information & Assistance- I&A): Los Oficiales de Información y Asistencia (*I&A*) estatal contestan preguntas, ayudan a los trabajadores lesionados, proporcionan formularios y ayudan a resolver problemas. Algunos oficiales de *I&A* tienen talleres para trabajadores lesionados. Para obtener información importante sobre el proceso de la compensación de trabajadores y sus derechos y obligaciones, vaya a www.dwc.ca.gov o comuníquese con un oficial de información y asistencia de la División Estatal de Compensación de Trabajadores. También puede escuchar información grabada y una lista de las oficinas de *I&A* locales llamando al (800) 736-7401.

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, o consulte su página Web en www.californiaspecialist.org.

Aprenda Más Sobre la Compensación de Trabajadores: Para obtener más información sobre el proceso de reclamos del programa de compensación de trabajadores, vaya a www.dwc.ca.gov. En la página Web, podrá acceder a un folleto útil, "Compensación del Trabajador de California: Una Guía para Trabajadores Lesionados." También puede contactar a un oficial de Información y Asistencia (arriba), o escuchar información grabada llamando al 1-800-736-7401.



WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN 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. You may call the Division of Workers' Compensation and hear recorded information at **(800) 736-7401**. An explanation of workers' compensation benefits is included in the Notice of Potential Eligibility, which is the cover sheet of this form. Detach and save this notice for future reference.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them. You may receive written notices from your employer or its claims administrator about your claim. If your claims administrator offers to send you notices electronically, and you agree to receive these notices only by email, please provide your email address below and check the appropriate box. If you later decide you want to receive the notices by mail, you must inform your employer in writing.

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.

Empleado: Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al **(800) 736-7401** para oír información gravada. Una explicación de los beneficios de compensación de trabajadores está incluido en la Notificación de Posible Elegibilidad, que es la hoja de portada de esta forma. Separe y guarde esta notificación como referencia para el futuro.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos. Es posible que reciba notificaciones escritas de su empleador o de su administrador de reclamos sobre su reclamo. Si su administrador de reclamos ofrece enviarle notificaciones electrónicamente, y usted acepta recibir estas notificaciones solo por correo electrónico, por favor proporcione su dirección de correo electrónico abajo y marque la caja apropiada. Si usted decide después que quiere recibir las notificaciones por correo, usted debe de informar a su empleador por escrito.

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

Employee—complete this section and see note above

Empleado—complete esta sección y note la notación arriba.

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
2. Home Address. *Dirección Residencial.* _____
3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde ocurrió el accidente.* _____
6. Describe injury and part of body affected. *Describe la lesión y parte del cuerpo afectada.* _____
7. Social Security Number. *Número de Seguro Social del Empleado.* _____
8. ☐ Check if you agree to receive notices about your claim by email only. ☐ Marque si usted acepta recibir notificaciones sobre su reclamo solo por correo electrónico. Employee's e-mail. _____ Correo electrónico del empleado. _____
You will receive benefit notices by regular mail if you do not choose, or your claims administrator does not offer, an electronic service option. *Usted recibirá notificaciones de beneficios por correo ordinario si usted no escoge, o su administrador de reclamos no le ofrece, una opción de servicio electrónico.*
9. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. Empleador—complete esta sección y note la notación abajo.

10. Name of employer. *Nombre del empleador.* _____
11. Address. *Dirección.* _____
12. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
13. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
14. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
15. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros.* _____
16. Insurance Policy Number. *El número de la póliza de Seguro.* _____
17. Signature of employer representative. *Firma del representante del empleador.* _____
18. Title. *Título.* _____ 19. Telephone. *Teléfono.* _____

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.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

Empleador: Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de **un día hábil** desde el momento de haber sido recibida la forma del empleado.

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

Rev. 1/1/2016

County of Los Angeles
Sheriff's Department

Psychological and/or Psychiatric Services
Appendix 1 - Workers' Compensation Benefits Packet

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 (County) Sheriff's Department (Department) Psychological Services Bureau (PSB) requires the services of psychiatrists to provide as-needed psychiatric evaluation, including medication evaluation, and medication re-evaluation services to Department members and to the significant others of Department members.
- 1.2 At Contractor's office, Contractor will provide psychiatric services under the Master Agreement only upon referral of a Client by a PSB psychologist. Work will be distributed to Contractor as specified in Paragraph 2.0 (Guidelines for the Distribution of Work) of this Statement of Work.
 - 1.2.1 County Project Director or County Project Manager has the sole discretion to allow and/or disallow remote counseling and/or psychotherapy services as described in subparagraph 1.2 above.
- 1.3 Contractor will provide (1) initial face-to-face comprehensive psychiatric evaluation; (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 will not provide psychiatric services to Department members or their family members/significant others under the Master Agreement, except as approved and authorized by a PSB psychologist pursuant to the Master Agreement. County will not be responsible for payment for psychiatric services performed by Contractor that were not previously authorized.
- 1.5 Once all approved and authorized psychiatric services for a particular Department member and/or the member's family members/significant others have been completed by Contractor, the Department member or significant others may continue treatment with Contractor at their own expense and at Contractor's discretion. County will not be responsible for payment for psychiatric services performed by Contractor outside the terms of the Master Agreement.

2.0 GUIDELINES FOR THE DISTRIBUTION OF WORK

- 2.1 There is no guarantee of Work under this Master Agreement. Contractor will be utilized on an intermittent, as-needed basis to assist the Department during periods of heavy Client load.

- 2.2 Work will be distributed to Contractor based on availability, specialty, and geographical area. In the Department's sole discretion, PSB psychologists will refer Clients to Contractor whose areas of specialty and office location is the most appropriate for the Department member and/or significant other that will engage in the counseling or psychotherapy session.
- 2.3 County Project Director or County Project Manager has the sole discretion to make a referral to any Contractor, based on the needs of the Department.

3.0 REFERRALS

- 3.1 Upon determination by County to request psychiatric services, it is County's intent to refer Clients to Contractor, based upon Contractor's availability, areas of specialty, and geographic location; however, based upon the needs of County, the Department has the sole discretion to make a referral to any Contractor.
- 3.2 Referral Process
 - 3.2.1 Work will be distributed to Contractor as specified in Paragraph 2.0 (Guidelines for the Distribution of Work) of this Attachment 2 (Statement of Work: Psychiatric Services).
 - 3.2.2 Referrals for an initial comprehensive psychiatric evaluation will be made by a PSB psychologists to Contractor by telephone. Such telephonic referrals will include, but not be limited to, the following information:
 - 1) Reason for Referral
 - 2) Client Name
 - 3) Work Status (Department member/Significant Other)
- 3.3 Contractor will schedule the initial comprehensive psychiatric evaluation within two weeks of receiving referral. Should Contractor not be able to schedule the initial comprehensive psychiatric evaluation within two weeks of receiving the referral, Contractor must notify County Project Director or County Project Manager, at which time the Department will proceed to the appropriate Contractor available.

4.0 CONTRACTOR WORK REQUIREMENTS

- 4.1 Upon referral of a Client to Contractor by a PSB psychologist, Contractor will provide an initial face-to-face comprehensive psychiatric evaluation session and up to three medication re-evaluation sessions if a prescription

for psychiatric medicine is appropriate, as indicated by the findings of the comprehensive psychiatric evaluation.

- 4.2 If, after the initial comprehensive psychiatric evaluation and three medication re-evaluation sessions, Contractor believes that additional follow-up is required for a Client, Contractor will request additional sessions from County Project Director or County Project Manager for Client. Contractor will not provide additional Services to Client beyond the initially authorized four sessions without prior authorization from County Project Director.
- 4.3 When prescribing psychiatric medication following the initial comprehensive psychiatric evaluation, Contractor will 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, 10-15 minutes, for medication re-evaluations may be conducted telephonically, if appropriate and Client prefers. Intermediate length sessions, to 25-30 minutes, for medication re-evaluations should be conducted on a face-to-face basis, unless extenuating circumstances clearly require the re-evaluation to be done telephonically.
- 4.4 Following an initial comprehensive psychiatric evaluation, Contractor will provide a verbal or written consultation report as soon as possible, but no later than one week after the evaluation, to the treating psychologist outlining Client's recommended treatment plan. Contractor must provide the verbal or written consultation report to the treating psychologist outlining Client's recommended treatment plan before any other treatment is rendered. The verbal or written consultation report will be noted in Client's treatment or case file. Any change in medication (including type, dosage, or frequency) beyond the initial comprehensive psychiatric evaluation will be in consultation with the treating psychologist, and shall be documented in Client's treatment or case file.
- 4.5 If a Client is not seen for a period of four months, any previously approved sessions will be forfeited back to the County. Client will be required to obtain a new referral from a PSB psychologist should they wish to resume services.
- 4.6 Contractor acknowledges and agrees that the treating psychologist is Client's primary care provider. Contractor serves as a consultant to the primary care provider for the purpose of prescribing and monitoring Client's use of psychiatric medicine pursuant to their treatment plan.
- 4.7 Contractor will provide psychiatric services as specified in the Master Agreement to a Client only if such Client is concurrently in counseling or psychotherapy with a psychologist, whom is either employed by or under contract with PSB.

- 4.8 Contractor must maintain accurate, legible, and appropriate medical records for each Client receiving Services, consistent with current professional standards, including the Client's initial comprehensive psychiatric evaluation and progress relative to the prescribed psychiatric medicine regimen. Upon request by County, these records shall be made available and shall be provided via consultation between Contractor and the PSB psychologist.
- 4.9 Contractor must utilize the Counseling Information Form supplied by County Project Director. A copy of this form must be submitted to County Project Manager within one week of the initial comprehensive psychiatric evaluation session.
- 4.10 Contractor must complete all necessary documentation required for record-keeping and billing purposes in a timely manner as specified in subparagraph 5.6 (Invoices and Payments) of the Master Agreement. Failure to do so may result in delay of payment or an assessment of liquidated damages as specified in subparagraph 8.25.5 of the Master Agreement.
- 4.11 Contractor must not conduct an Independent Medical Opinion (IMO) on a law enforcement applicant that has been deemed "Not Suitable" by a psychologist performing pre-employment psychological evaluations, nor conduct a Fitness For Duty Evaluation (FFDE) on any Department member.
- 4.12 Monthly Report
- 4.12.1 Contractor must provide a monthly report to County Project Manager by the 15th Day of the following month. The monthly report must list all Services provided for the month. The list must include, but not be limited to the following:
- a. Client Name
 - b. Session Date
 - c. Work Status (Department Member/Significant Other)
 - d. Type of Session (Initial Comprehensive Psychiatric Evaluation, 25-30 min Re-evaluation, or 10-15 min Re-evaluation)
- 4.12.2 For months in which no Services were provided, Contractor is still required to provide a monthly report and must indicate no Services were provided.

5.0 CONTRACTOR RESPONSIBILITIES

- 5.1 Psychiatrists performing Work under this Master Agreement must have graduated from an accredited medical school.

- 5.2 Psychiatrists performing Work under this Master Agreement must have completed an accredited psychiatric residency program.
- 5.3 Psychiatrists performing Work under this Master Agreement must be board certified in psychiatry by the American Board of Psychiatry and Neurology and be in good standing with said Board.
- 5.4 Psychiatrists performing Work under this Master Agreement must possess and maintain in good operating order a cellular telephone on which they can be reached directly 24 hours a day. The telephone numbers must be provided to County Project Director and County Project Manager upon execution of the Master Agreement.
- 5.5 Psychiatrists performing Work under this Master Agreement must be able to effectively communicate in English, both orally and in writing.

6.0 CONTRACTOR'S OFFICE

Contractor must maintain an office in which Contractor conducts business and where Services will be provided within Los Angeles County or immediately adjoining counties with a telephone in Contractor's name. Contractor must provide an answering service to receive and forward calls to Contractor whenever Contractor's office is closed. Contractor must make a reasonable attempt to answer calls placed to Contractor's cellular phone and/or after-hours answering services within two hours of receipt of the call from a Client, and no more than a 24-hour period.

7.0 HOURS AND DAYS OF SERVICE

Contractor's work days and hours will vary depending on the needs of the Department and the Clients. Any change in availability must be communicated to County Project Director and County Project Manager in writing, at least one week prior to the change going into effect.

8.0 MATERIALS AND EQUIPMENT

- 8.1 Contractor must utilize Counseling Information Form supplied by County Project Director. A copy of this form must be submitted to County Project Manager within one week of the initial comprehensive psychiatric evaluation.
- 8.2 Contractor is solely responsible for the cost of purchasing all materials and equipment required to provide Services.
- 8.3 Contractor must use materials and equipment that are safe for the environment.

9.0 QUALITY ASSURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as defined in subparagraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

9.1 As-Needed Meetings

During the term of the Master Agreement, Contractor Project Manager will be available to meet and confer with County Project Director or County Project Manager, as necessary, in person or by phone. Contractor will be notified by County Project Director or County Project Manager, three calendar days prior to the meeting, as to the date, time, and location (if applicable), of the meeting.

10.0 CONTRACT DISCREPANCY

10.1 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.

10.2 Contract Discrepancy Report (CDR)

County Project Manager will determine whether Exhibit I (Contract Discrepancy Report (CDR)) of the Master Agreement, will be issued. Upon receipt of the CDR, Contractor must respond in writing to County Project Director within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to County Project Director within ten Business Days of receipt of the CDR.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY ACCOUNTS PAYABLE REPRESENTATIVE:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR 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: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



RATE OF COMPENSATION

Contractor will be paid for Work performed at the Sessions Rates listed below. The Session Rates will remain firm and fixed for the term of the Master Agreement, unless a Cost of Living is granted as specified in subparagraph 5.7 (Cost of Living Adjustments (COLA)) and subparagraph 8.1 (Change Orders and Amendments) of the Master Agreement. Contractor will invoice County monthly in accordance with subparagraph 5.6 (Invoices and Payments) of the Master Agreement.

PSYCHOLOGICAL SESSION RATE:

Psychological Counseling (45-50 minute sessions) \$180 per session

PSYCHIATRIC SESSION RATES:

Psychiatric Evaluation, Comprehensive	\$450 per session
Medication Re-Evaluation (25-30 minute sessions)	\$165 per session
Medication Re-Evaluation (10-15 minute sessions)	\$115 per session

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

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____,
 (the "Contractor"), certify that on County Master Agreement Number 713__ for Psychological
 and/or Psychiatric Services:

_____ All Contractor Personnel* on this Master Agreement are fully vaccinated as
 required by the Ordinance.

_____ Most Contractor Personnel* on this Master Agreement are fully vaccinated as
 required by the Ordinance. The Contractor or its employer of record, has granted a valid
 medical or religious exemption to the below identified Contractor Personnel. Contractor will
 certify weekly that the following unvaccinated Contractor Personnel have tested negative
 within 72 hours of starting their work week under the County Master Agreement, unless the
 contracting County department requires otherwise. The Contractor Personnel who have been
 granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor and have reviewed the requirements above and
 further certify that I will comply with said requirements.

 Signature

 Date

 Title

 Company/Contractor Name

**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. Work cannot begin until County receives this executed document.)

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 below.

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. Work cannot begin until County receives this executed document.)

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 for the Work specified above, 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 EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County before Work begins. Work cannot begin until County receives this executed document.)

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: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County before Work begins. Work cannot begin until County receives this executed document.)

Contractor Name _____ Non-Employee 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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above 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 the above-referenced Contractor 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 the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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 the above-referenced Contractor 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, I shall keep such information confidential.

I agree to report to the above-referenced Contractor 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 the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
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 # _____

Encumbrance # _____
(Completed by PSB)

Invoice Date _____

Invoice # _____

Client Sessions

Client Name	Client ID # (1,2,3,4, etc.)	Work Status (Emp or S/O)	Type of Session (I, C, or F)	Session Date	Attend (S, CN, or NS)	Topic(s)

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
PSYCHIATRIC 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 # _____

Encumbrance # _____
(Completed by PSB)

Invoice Date _____

Invoice # _____

Client Sessions

Client Name	Client ID # (1,2,3,4, etc.)	Work Status (Emp or S/O)	Type of Session (Initial, 30 min F/U, 15 min F/U)	Session Date	Attend (S, CN, or NS)	Topic(s)

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES**

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 # _____

Encumbrance # _____
 (Completed by PSB)

Invoice Date _____

Invoice # _____

Please pay to: _____

Client Sessions

Client ID# (1,2,3,4, etc.)	Session Date	Session Length	Session Rate

Total Amount Due \$ _____

 Contractor Signature

 County Project Director, or Designee Signature

Page 2

INVOICE DISCREPANCY REPORT**1. INVOICE DISCREPANCY** to be completed by County Project Manager

Today's Date: _____

Contractor: _____

Master Agreement No: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____

County Project Manager

Date: _____

2. REVIEWED:

Signed: _____

County Project Director

Date: _____

3. CONTRACTOR RESPONSE (to be completed by Contractor Project Manager)

Date received from County Project Manager: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____

Contractor Project Manager

Date: _____

4. COUNTY EVALUATION of Contractor's Response and Action taken.

5. Approved by COUNTY:

Date: _____

Date: _____

6. Contractor Notified on _____

Date: _____

INSTRUCTIONS

County Project Manager: Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to County Project Manager in writing within ten days of receipt of IDR.

County Project Manager: Forward completed IDR to Contracts Unit

County of Los Angeles
Sheriff's DepartmentPsychological and/or Psychiatric Services
Exhibit H – Invoice Discrepancy Report
Model Master Agreement

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

MASTER AGREEMENT NO: _____

DATES: Prepared by County: _____

Received by Contractor: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Project Manager

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Project Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Project Director

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Project Director Signature and Date _____

Contractor Project Manager Signature and Date _____

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information

and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent

available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;

- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its

employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business

Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to

Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not

be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form.

Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records,

agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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 Master Agreement, 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)

APPENDIX B

REQUIRED FORMS

Exhibits

- 1) Vendor's Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Vendor's Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Declaration
- 7) Minimum Mandatory Qualifications
- 8) Vendor's List of References

REQUIRED FORMS – EXHIBIT 1**VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

VENDOR NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	Select the option that best defines your firm's business structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State of Incorporation: _____ Year of Incorporation: _____ If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____ If other: Specify business structure name: _____								
2	Is your firm doing business under one or more DBA's? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name: _____ Country of Registration: _____ Year became DBA: _____								
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____								
4	Has your firm done business under other names within last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change. <table border="0"> <tr> <td>Name(s):</td> <td>Year(s) of Name Change:</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Name(s):	Year(s) of Name Change:	_____	_____	_____	_____	_____	_____
Name(s):	Year(s) of Name Change:									
_____	_____									
_____	_____									
_____	_____									

REQUIRED FORMS – EXHIBIT 1**VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	<hr/> <hr/> <hr/> <hr/>
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger. <hr/> <hr/> <hr/> <hr/>
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	Name: <hr/> Title: <hr/> Phone: <hr/> Email: <hr/> Name: <hr/> Title: <hr/> Phone: <hr/> Email: <hr/> Name: <hr/> Title: <hr/> Phone: <hr/> Email: <hr/>

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Vendor certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable) _____	<u>Board Policy 5.065</u>	Check the Certification below that is applicable to your company. <input type="checkbox"/> 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 <input type="checkbox"/> Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: _____

REQUIRED FORMS – EXHIBIT 2a
CERTIFICATION OF COMPLIANCE - PEPRA

INSTRUCTIONS: Vendors must complete and include this form in their SOQ.

Vendor certifies compliance with California Public Employees' Pension Reform Act of 2013, section 75.22.56(b).

(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.

PLEASE ANSWER THE FOLLOWING QUESTIONS	YES	NO
1. Are you or were you ever an employee of the County of Los Angeles?		
2. Are you still employed with the County of Los Angeles?		
3. Have you retired or separated from the County of Los Angeles?		
4. Are you drawing a pension from the Los Angeles County Retirement Association (LACERA)?		

Should Contractor begin to draw a pension at any time during the term of the Master Agreement, Contractor must notify County Project Manager or County Project Director.

Vendor acknowledges that once the Vendor begins to receive benefits from LACERA, the Master Agreement will be terminated for convenience.

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS – EXHIBIT 3

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Vendors must complete and include this form in their SOQ. Vendors may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed 15% in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 4

VENDOR'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name: _____

1. DEBARMENT HISTORY (Check one)	YES	NO
Vendor is currently debarred by a public entity		
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Vendor has contracts that have been terminated in the past three years.		

If yes, please list all contracts that have been terminated prior to expiration within the last three years.

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

Instructions for Completing Required Form Exhibit 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Business Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Vendor acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements are made in connection with this Statement of Qualifications, the Statement of Qualifications 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.

REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 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.
Total Number of Employees in California:	
Total Number of Employees (including owners):	
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	
Race/Ethnic Composition	Owners/Partners/ Associate Partners
	Percentage of how ownership of the firm is distributed
	Male Female Male Female
Black/African American	% %
Hispanic/Latino	% %
Asian or Pacific Islander	% %
Native American	% %
Subcontinent Asian	% %
White	% %

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	<p>If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.</p> <div style="text-align: right; margin-top: 100px;"> <input style="width: 20px; height: 20px; border: 1px solid black;" type="checkbox"/> Check if not applicable </div>
Agency Name	Minority
Women	Disadvantaged
Disabled Veteran	LGBTQQ

REQUIRED FORMS – EXHIBIT 6

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-5 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REQUIRED FORMS – EXHIBIT 7
MINIMUM MANDATORY QUALIFICATIONS

Page 1 of 2

Vendor acknowledges and certifies that it meets and will comply with the Vendor's Minimum Mandatory Qualifications indicated below and as stated in Paragraph 3.0 (Vendor's Minimum Mandatory Qualifications) of this Request Statement of Qualifications (RFSQ).

No.	Minimum Mandatory Qualification(s) (MMQ)	Complies with MMQ	
		Yes	No
	Psychological Services		
1	<p>Vendor (psychologist(s)) 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.</p> <p>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.</p> <p>Vendor (psychologist(s)) must provide a copy of the diploma, including the name of the graduate school or professional school and year graduated.</p>		
2	<p>Vendor (psychologist(s)) must be licensed as a psychologist by the California Board of Psychology. Vendor must provide a copy of the license which must include the license number and date of issue/renewal.</p>		
3	<p>Vendor (psychologist(s)) must have one year of experience providing psychological services to employees of a public safety agency or to military personnel. 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 must submit references to verify experience.</p>		

REQUIRED FORMS – EXHIBIT 7
MINIMUM MANDATORY QUALIFICATIONS

Page 2 of 2

No.	Minimum Mandatory Qualification(s) (MMQ)	Complies with MMQ	
		Yes	No
	Psychiatric Services		
4	Vendor (psychiatrist(s)) must have graduated from an accredited medical school. Vendor must provide a copy of the diploma, including the name of the medical school and year graduated.		
5	Vendor (psychiatrist(s)) must have completed an accredited psychiatric residency program. Vendor must provide a copy of the diploma, including the name and location of medical school and year graduated.		
6	Vendor (psychiatrist(s)) must be board certified in psychiatry by the American Board of Psychiatry and Neurology. Vendor must provide a copy of the board certification, including the year of board certification.		
7	Vendor (psychiatrist(s)) must have one year of experience providing psychiatric services. Vendor must submit references to verify experience.		
8	Vendor must not be an agency or firm that specializes in providing temporary personnel or job placement services.		
9	Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of County		

REQUIRED FORMS – EXHIBIT 8
VENDOR’S LIST OF REFERENCES

Vendor's Name:

Vendor must provide three references where the same or similar scope of Services were provided. It is the Vendor's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

1. REFERENCES	
<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>START DATE: _____</div> <div>END DATE: _____</div> <div>CONTRACT AMT: _____</div> <div>COMPANY/ AGENCY/DEPT: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>	<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>START DATE: _____</div> <div>END DATE: _____</div> <div>CONTRACT AMT: _____</div> <div>COMPANY/ AGENCY/DEPT: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>

<div>SERVICE TYPE: _____</div> <div>CONTRACT TERM: _____</div> <div>START DATE: _____</div> <div>END DATE: _____</div> <div>CONTRACT AMT: _____</div> <div>COMPANY/ AGENCY/DEPT: _____</div> <div>ADDRESS: _____</div> <div>CONTACT: _____</div> <div>TELEPHONE: _____</div> <div>E-MAIL: _____</div>

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Vendor requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Vendor Name:	Date of Request:
Solicitation Title: Psychological and/or Psychiatric Services	Solicitation No.: 713-SH

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 Mandatory Qualifications**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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 Vendor 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 Vendors who engage in charitable contributions activities. Each Vendor, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A (Model Master Agreement)

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 D 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.