



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



October 17, 2017

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 October 17, 2017

LORI GLASGOW
EXECUTIVE OFFICER

**APPROVE MODEL MASTER AGREEMENT FOR
PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement for Psychological and/or Psychiatric Services (Model Agreement) for the provision of psychological and/or psychiatric services (Services) by independent contractors, on an as-needed basis for the Department's Psychological Services Bureau (PSB).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Model Agreement for a term of three years from November 8, 2017, through November 7, 2020, with options to extend for two additional one-year option periods, plus one additional six-month option period, for a total term not to exceed five years and six months.
2. Delegate authority to the Sheriff, or his designee, to execute Master Agreements (Agreements) substantially similar to the attached Model Agreement with qualified contractors, commencing upon execution by the Sheriff through November 7, 2020, with options to extend for two additional one-year option periods, plus one additional six-month option period, to meet the needs of the Department.
3. Delegate authority to the Sheriff, or his designee, to execute Change Orders and Amendments to the Agreements as set forth throughout the Model Agreement, including Change Orders and Amendments to: (1) effectuate modifications which do not materially affect any term of the Agreements; (2) add new or revised standard County contract provisions adopted by the Board as required periodically; (3) execute option-term extensions of the Agreements; and (4) effectuate an assignment of rights or delegation of duties pursuant to the assignment and delegation provision.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to establish Agreements with various qualified contractors to provide the Department's PSB with Services on an as-needed basis.

PSB requires the Services of licensed psychologists to provide as-needed counseling and psychotherapy Services to sworn and professional staff employed by the Department, their family members, and significant others, utilizing solution-oriented psychological interventions. Children will also be seen in the context of family treatment with participation in the treatment plan by the affected Department employee.

PSB also requires the services of Board certified psychiatrists to provide as-needed psychiatric evaluation, including medication evaluation, and medication follow-up services to sworn and professional staff employed by the Department, their family members, and significant others.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by effectively maximizing the use of County assets in ways that are fiscally responsible and align with the County's highest priority service delivery needs.

FISCAL IMPACT/FINANCING

The annual expenditures of the Services are estimated to be approximately \$65,000. The billable hourly-rates are fixed and firm for the term of the Model Agreement. Over the term of the Agreements, appropriate allocations will be established in the Department's annual budget to meet the anticipated need each Fiscal Year. However, actual expenditures will only be incurred on an as-needed basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Model Agreement was approved by the Board on May 1, 2012. The Department has eight Master Agreements that will expire on November 7, 2017.

The Model Agreement was determined to be a Non-Proposition A Agreement due to the Services being highly specialized in nature and used intermittently on an as-needed basis. The Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

Services will be performed on a referral basis. Based upon the needs of the County, contractors will be selected to perform Services by geographical area and availability. The Department will refer clients to the contractor whose office location is the most convenient for the Department employee, family member, and/or significant other that will engage in the counseling or psychotherapy session.

The Model Agreement includes all County required provisions and requirements, including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Programs, and Zero Tolerance Human Trafficking Policy.

The Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On August 22, 2017, the Department issued a Request for Statement of Qualifications (RFSQ) for Services. The Department sent notification of the RFSQ to eight vendors and posted the solicitation on the County's and Department's websites, with an initial closing date of September 21, 2017.

The RFSQ will remain open until the needs of the Department are met.

Upon the Board's approval, the Sheriff will execute Agreements with qualified vendors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL
Sheriff

JM:AM:am

Enclosures

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

FOR

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

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

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ATTACHMENT 2 – STATEMENT OF WORK: PSYCHIATRIC SERVICES

ATTACHMENT 3 – GUIDELINES FOR THE DISTRIBUTION OF WORK

EXHIBITS

A - COUNTY’S ADMINISTRATION

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- OR -

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H - RATE OF COMPENSATION

I - INVOICE DETAIL

J - INVOICE

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

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

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

Attachments 1, 2, and 3 and Exhibits A, B, C, D, E, F, G, H, I, and J, which are attached hereto, form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Attachment/Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Master Agreement and then to the Attachment/Exhibits according to the following priority:

Standard Exhibits:

1.1 ATTACHMENT 1 – Statement of Work: Psychological Services

Appendix 1 – Worker's Compensation Benefits

- 1.2 ATTACHMENT 2 – Statement of Work: Psychiatric Services
- 1.3 ATTACHMENT 3 – Guidelines for the Distribution of Work
- 1.4 EXHIBIT H - Rate of Compensation
- 1.5 EXHIBIT A - County's Administration
- 1.6 EXHIBIT B - Contractor's Administration
- 1.7 EXHIBIT C - Contractor's EEO Certification
- 1.8 EXHIBIT D - Jury Service Ordinance
- 1.9 EXHIBIT E - Safely Surrendered Baby Law
- 1.10 EXHIBIT F - Contract Discrepancy Report
- 1.11 EXHIBIT G - Forms Required Before Work Begins

EXHIBIT G1 – Certification of Employee Status

EXHIBIT G2 - Contractor Acknowledgement
and Confidentiality Agreement

EXHIBIT G3 - Contractor Employee Acknowledgement
and Confidentiality Agreement

OR

EXHIBIT G4 - Contractor Non-Employee
Acknowledgement and Confidentiality
Agreement

1.12 EXHIBIT I - Invoice Detail

1.13 EXHIBIT J - Invoice

This Master Agreement, Attachments, and Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 – Change Orders and Amendments, and signed by both parties.

2.0 DEFINITIONS

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

2.1 Active Contractor: A Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are

valid and in effect at the time of a given referral. Active Contractor and Contractor may be used interchangeably throughout this document.

- 2.2 Amendment:** Has the meaning set forth in sub-paragraph 8.1 - Change Orders and Amendments.
- 2.3 Board:** Los Angeles County Board of Supervisors
- 2.4 Business Day:** Monday through Friday, excluding County observed holidays.
- 2.5 Change Order:** Has the meaning set forth in sub-paragraph 8.1 - Change Orders and Amendments.
- 2.6 Client:** Any Department sworn or professional staff and/or their family members/significant others that receive psychological and/or psychiatric services under the terms of this Master Agreement.
- 2.7 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after this Master Agreement is awarded.
- 2.8 County Project Director:** Person designated by Sheriff with authority to make and approve all Client referrals to Active Contractors. Person designated as chief contact person with respect to the day-to-day administration of this Master Agreement.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, work provided under the Master Agreement.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ) Number 614-SH; has met the minimum mandatory qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.
- 2.13 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of qualified Vendors to provide services through Master Agreements.
- 2.14 Sheriff:** The elected official who is the Sheriff of the County of Los Angeles.
- 2.15 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.16 Statement of Work (SOW):** A written description of the tasks, subtasks, deliverables, goods, services and other work required under this Master Agreement, as set forth in Attachment 1 - Statement of Work: Psychological

Services, Attachment 2 - Statement of Work: Psychiatric Services, including all Exhibits thereto, and all applicable fully-executed Change Orders and Amendments.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Master Agreement, including Attachment 1 – Statement of Work: Psychological Services and/or Attachment 2 – Statement of Work: Psychiatric Services.
- 3.2 All such work must be provided solely as specified under this Master Agreement and must receive the written approval of County Project Director or designee in order to qualify for payment. In no event shall County be liable or responsible for payment for any work prior to approval from County Project Director or designee of such work.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County (1) other than as specified in this Master Agreement, and/or (2) that goes beyond the scope of work, and/or (3) after the expiration of the term of this Master Agreement, then these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 Referrals shall be made to Active Contractors based on geographic location and availability in accordance with Attachment 3 – Guidelines for the Distribution of Work, of the Master Agreement. Payment for all work shall be on a fixed rate per session as set forth in Exhibit H, Rate of Compensation, of this Master Agreement.
- 3.5 County procedures for referrals for psychological services are as set forth in Paragraph 2.0, Referrals, of Attachment 1 - Statement of Work: Psychological Services, and Attachment 3 - Guidelines for Distribution of Work, of this Master Agreement.
- 3.6 County procedures for referrals for psychiatric services are as set forth in Paragraph 2.0, Referrals, of Attachment 2 - Statement of Work: Psychiatric Services, and Attachment 3 - Guidelines for Distribution of Work, of this Master Agreement.
- 3.7 Contractor acknowledges that, subject to this Paragraph 3.0 - Work, of this Master Agreement, all work performed under this Master Agreement is payable monthly in arrears in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 - Work, and Paragraph 5.0 - Contract Sum, of this Master Agreement.
- 3.8 During the term of this Master Agreement, Contractor and Contractor's staff, including psychologists and psychiatrists, shall at all times possess

and maintain all licenses and certifications required to perform Contractor's services under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor shall immediately notify the County Project Director or designee, and cease all services provided under this Master Agreement.

- 3.9 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant or guarantee that County will utilize any particular level of Contractor's services, or any services at all, during the term of the Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This term of this Master Agreement shall commence November 8, 2017, and shall terminate November 7, 2020, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year option periods and one (1) six month option period in any increment for a total term not to exceed five (5) years and six (6) months. Each such option term extension shall be exercised at the sole discretion of the Sheriff as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Master Agreement term extension option.
- 4.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County Project Director or designee, at the address herein provided in Exhibit A – County's Administration.

5.0 CONTRACT SUM

- 5.1 The rates and prices for this Master Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Master Agreement shall be as set forth on Exhibit H - Rate of Compensation, of this Master Agreement. Contractor shall not be entitled to any payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement.
- 5.2 Contractor shall be paid for work performed under this Master Agreement at the per-session rates set forth in Exhibit H - Rate of Compensation, of this Master Agreement. The per-session rates shall be firm and fixed for the term of the Master Agreement.

- 5.3 Contractor shall not be entitled to any payment by County under this Master Agreement 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 County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.
- 5.5 **No Payment for Services Provided Following Expiration/ Termination of Master Agreement**
- Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County’s right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.
- 5.6 **Invoices and Payments**
- 5.6.1 Contractor shall separately invoice County for each referral authorized pursuant to this Master Agreement.
- 5.6.2 Payment for all work shall be on fixed per-session rate in accordance with Exhibit H – Rate of Compensation, of this Master Agreement less any amounts assessed in accordance with subparagraph 8.25, Liquidated Damages.
- 5.6.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, cancelled and/or no-show appointments, or miscellaneous expenses, etc.

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

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

5.6.6 **Invoice Detail** (Page 1)

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

- Contractor Name and Address
- County Master Agreement Number
- Invoice Date
- Invoice Number
- Client Name
- Identification Number (identification number is the client date of birth and client initials). Spouses/significant others and children names must be listed if seen in family sessions. An entry must be made for each client for each date of attendance (i.e. both members of the couples session would have an entry if it is a couples' session). All parties to a family session should have an entry as well.
- Work Status (work status is employee [Emp] or spouse/significant other [S/O]).
- Type of Session (client is being seen for individual [I], couples [C], or family [F] sessions). A client may be seen for more than one type of counseling in one month, with prior approval by County Project Director or designee.
- Session Date (date client showed, canceled or no-show). This information will become a part of client permanent record. * **Note:** Contractor shall not invoice for cancelled and/or no-show appointments.
- Topic(s) (topic/issue of treatment using the numbering system on the list provided by County Project Director or designee, up to four treatment topics can be listed per client).

5.6.7 **Invoice** (Page 2)

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

- Contractor Name and Address

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

5.6.8 Approval of Invoices

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

5.6.9 Local Small Business Enterprises – Prompt Payment Program

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

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Project Director

The role of the County Project Director shall include:

- 6.1.1 The County Project Director, or designee, is the approving authority for the referral.
- 6.1.2 County will notify in writing of any change in the name or address of County Project Director or designee.
- 6.1.3 Except as set forth in sub-paragraph 8.1 - Change Orders and Amendments of this Master Agreement, County Project Director or designee is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

- 6.1.4 County Project Director or designee shall have the right at all times to inspect any and all work provided by or on behalf of Contractor.
- 6.1.5 Upon request of the Contractor, the County Project Director or designee will provide direction to Contractor, as appropriate, in the areas relating to County policy, information requirements, and procedural requirements.
- 6.1.6 Whenever this Master Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Director or designee, such notice, report, or other delivery shall be made to County Project Director or designee in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to sub-paragraph 6.1.2.
- 6.1.7 County Project Director or designee shall be a resource for addressing the technical standards and requirements of this Master Agreement, shall interface regularly with Contractor, and further shall have the duties from time to time given to such person by County.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with the County Project Director or designee on a regular basis with respect to all active work.
- 7.1.3 Contractor Project Manager shall be responsible for Contractor's performance of all of the work and ensuring Contractor's compliance with this Master Agreement.
- 7.1.4 During the term of this Master Agreement, Contractor Project Manager shall be available to meet and confer with County Project Director or designee, at least weekly, in person or by phone, to review work progress and discuss work coordination.

7.2 Contractor's Authorized Official(s)

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

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

7.3 Approval of Contractor's Staff

- 7.3.1 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager and Contractor's psychologists and/or psychiatrists. Contractor shall provide County with a resume or curriculum vitae for each proposed substitute; list of references which verify proposed substitute meets the minimum mandatory qualifications; and an opportunity to interview such person prior to any staff substitution, when requested by County.
- 7.3.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

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

support staff any information obtained through the County's background investigation

- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's psychological and/or psychiatric and support staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's psychological and/or psychiatric and support staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this subparagraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, psychologists and/or psychiatrists, agents and subcontractors providing services

hereunder of the confidentiality provisions of this Master Agreement.

- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G2 - Contractor Acknowledgement and Confidentiality Agreement.
- 7.6.5 Contractor shall cause each psychologist and/or psychiatrist and support staff performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit G3 - Contractor Employee Acknowledgment and Confidentiality Agreement.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit G4 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE ORDERS AND AMENDMENTS

- 8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement shall be prepared and executed by Contractor and Sheriff.
- 8.1.2 For any change which does not materially affect the scope of work, period of performance, amount of payments, or any other term or condition of this Master Agreement, a Change Order to this Master Agreement shall be executed by the County Project Director and Contractor Project Manager.
- 8.1.3 For any change which materially affects the scope of work, term, period of performance, amount of payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement shall be executed by Contractor and the County Board of Supervisors.
- 8.1.4 Notwithstanding sub-paragraphs 8.1.1 through 8.1.3 above, for (1) any option term extension of this Master Agreement, or (2) modifications pursuant to sub-paragraph 8.2 - Assignment and Delegation, an Amendment to this Master Agreement shall be executed by Contractor and Sheriff.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any

attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 COMPLAINTS

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

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

- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) Business Days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Director or designee of the status of the investigation within ten (10) Business Days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Director or designee within ten (10) Business Days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County

in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

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

worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.8 CONFLICT OF INTEREST

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

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

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

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

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that this Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Master Agreement. It

is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

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

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

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

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

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or

continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party,

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

8.18 FAIR LABOR STANDARDS

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

8.19 FORCE MAJEURE

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

- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

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

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability,

including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.23.1 Evidence of Coverage and Notice to County

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

or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 INSURANCE COVERAGE

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

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

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

8.24.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

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

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County Project Director or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director or designee, at his/her option, in addition to, or in lieu of, other

remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Project Director or designee, in a written notice describing the reasons for said action.

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

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

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.

- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.33 NOTICES

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

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subparagraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 PUBLICITY

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

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

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

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.37, shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's Project Director or designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the Contract Compliance Manager listed in Exhibit A – County Administration, before any subcontractor employee may perform any work hereunder.

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

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

8.41 TERMINATION FOR CONVENIENCE

8.41.1 County may terminate this Master Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

- Stop work under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Master Agreement;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any work issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under

the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

- 8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

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

8.49 WARRANTY AGAINST CONTINGENT FEES

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from this Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

8.52 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than

10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

8.53.1 Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy 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, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under this Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

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

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

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

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

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

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

9.3 CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA)

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

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

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

9.4 INTENTIONALLY OMITTED

9.5 INTENTIONALLY OMITTED

9.6 INTENTIONALLY OMITTED

9.7 INTENTIONALLY OMITTED

9.8 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

**FOR
PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES**

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

COUNTY OF LOS ANGELES

By _____
JIM McDONNELL, SHERIFF

Date _____

CONTRACTOR


By _____

Printed Name _____

Title _____

Date _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By 
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

PSYCHOLOGICAL SERVICES

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

2.0 REFERRALS

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

3.0 CONTRACTOR WORK REQUIREMENTS

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

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

4.0 CONTRACTOR STAFF RESPONSIBILITIES

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

5.0 CONTRACTOR'S OFFICE

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

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

6.0 HOURS/DAYS OF WORK

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

7.0 MATERIALS AND EQUIPMENT

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

8.0 WORKERS' COMPENSATION BENEFITS

- 8.1 For all Clients alleging a work-related injury, Contractor shall provide Clients with information regarding Workers' Compensation benefits, as attached hereto as Appendix 1, Workers' Compensation Benefits Packet, to this SOW.
- 8.2 Contractor shall properly document in writing the alleged work-related injury, as well as other pertinent information concerning the Client. Such documentation shall be provided to the County upon request.
- 8.3 Once a work-related injury is alleged by a Client, Contractor shall cease providing, and shall not provide any further, counseling or psychotherapy to the Client until the Client signs the Receipt of Claim Form and the Declination Statement, attached hereto as part of Appendix 1, Workers' Compensation Benefits Packet, of this SOW.
- 8.4 Clients who have a current work-related injury claim pending, and Clients indicating an intent or desire to file a workers' compensation claim, shall immediately be referred back to the County Project Director or designee, and shall not be treated by or receive services from Contractor under the Master Agreement.

9.0 CONTRACT DISCREPANCY REPORT

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

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

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

WORKERS' COMPENSATION BENEFITS PACKET

MEDICAL CARE.

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

PAYMENT FOR LOST WAGES.

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

PAYMENT FOR PERMANENT DISABILITY.

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

DEATH BENEFITS.

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

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

INJURY AND HEALTH SUPPORT UNIT (213) 229-3199

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

Concerned Personnel:

RE: WORKERS' COMPENSATION BENEFITS

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

Employee Injury Worksheet

Appendix 1

DATE: _____

EMPLOYEE INFORMATION

Employee Name: _____ Employee No. _____
Last Name First Name Middle Name
Job Title: _____ Unit of Assignment: _____
Home Address: _____ CA _____
Street City Zip Code
Home Phone # (____) ____ - ____
Date of Birth: _____ Date of Hire: _____ Sex: ☐ Male ☐ Female SSN: ____ - ____ - ____
(mm/dd/yyyy) (mm/dd/yyyy)

CASE INFORMATION

URN: ____ - ____ - ____ - ____
Date of injury or illness: _____ Time of event: _____ hrs. Time employee began work: _____ hrs.
If the employee died, when did death occur? Date of death: _____
Location Event Occurred: _____
Date Last Worked: _____ Date Returned to Work: _____
Date Employer had Knowledge of Injury: _____ Date Employee Provided Claim Form: _____
Date Employer Received Claim Form: _____

INFORMATION ABOUT THE PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL

Treatment Facility/Hospital: _____
Name of Physician: _____ Phone: (____) ____ - ____ x ____
Was employee treated in an emergency room? ☐ Yes ☐ No
Was employee hospitalized overnight as an in-patient? ☐ Yes ☐ No

CORVEL NOTIFICATION 1-888-419-0585

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

ADDITIONAL

SUPERVISOR

Completed by: _____ Title: _____
Phone: (____) ____ - ____ x ____ Date: _____

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

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

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



WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE 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 as the cover sheet of this form.

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

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 Division de Compensación al Trabajador al (800) 736-7401 para oír información gravada. En la hoja cubierta de esta forma esta la explicación de los beneficios de compensación al trabajador.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

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.* 4/26/17
2. Home Address. *Dirección Residencial* _____
3. City. *Ciudad* _____ State. *Estado* CA 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. Signature of employee. *Firma del empleado* _____

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix 1

Date of Injury: _____

URN #: _____ - _____ - _____

Is this a re-injury? ☐ Yes ☐ No

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

EMPLOYEE INFORMATION:

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

Job Title: _____ Division/Unit of Assignment: _____

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

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

What was the employee's statement?

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

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

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

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

Appendix 1
(page 2)

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

Notification made by: _____ Date: _____ Time: _____

Name of person notified: _____ District Office: _____

☐ Nature of injury did not require CAL-OSHA notification.

ADDITIONAL INFORMATION:

If an object, furniture, equipment, etc., was involved, was it faulty or broken?

☐ Yes ☐ No

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

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

Could this type of injury/illness be reduced or eliminated in the future through discussion, training, safety inspections, procedural changes, etc?

☐ Yes ☐ No

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

Did you take photographs, video, tape recordings, etc.?

☐ Yes ☐ No

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

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

Investigated by: _____ Title: _____ Date: _____

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

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

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MEDICAL SERVICE ORDER

Appendix 1

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

PATIENT STATUS INFORMATION: <i>(To be completed by Treating Physician)</i>
We are sending our employee to you for treatment in accordance with the terms of the Workers' Compensation Laws. This form authorizes you to administer initial treatment to the named employee who has reported an injury which may be work related. Please send your "Doctor's First Report" to York Risk Services Group, Inc. P.O. Box 7052 Pasadena, CA 91109.
In addition, the Sheriff's Department has an Early Return to Work Program and will modify the current position and place an injured worker into a Modified/Alternate Duty Assignment. Please complete the following Patient Status Information to outline the recovery limitations/work restrictions, if any, recommended at this time, as well as the treatment plan. Please complete this form and provide it to the injured worker prior to leaving your office.

WORK STATUS: <i>(Check appropriate box and enter date)</i>	DATE
<input checked="" type="checkbox"/> Released to Usual and Customary Position WITHOUT Limitations	
<input type="checkbox"/> Expected Release to Usual and Customary Position	
<input type="checkbox"/> Released to Modified/Alternate Duty Assignment with the Work Restrictions listed below	
Temporarily Totally Disabled until:	
<input type="checkbox"/> Released from Care on:	

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

TREATMENT PLAN			
PHYSICIAN'S NAME Appointment on:			
		PHYSICIAN'S SIGNATURE	
PHYSICIAN'S ADDRESS			PHONE NUMBER

Employee Name: _____ Employee No. _____

Last Name

First Name

Middle Name

Department: _____
SHERIFF

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

Supervisor's Signature _____

Employee's Signature _____

Date _____

COUNTY OF LOS ANGELES
INDUSTRIAL INJURY/ILLNESS PERSONAL PHYSICIAN DESIGNATION

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

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

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

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

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

2.0 REFERRALS

- 2.1 Upon determination by County to request psychiatric services, it is County's intent to refer Clients to Active Contractors, based upon the Active Contractors' geographic location and availability; however, based

upon the needs of the County, the Department has the sole discretion to make a referral to any of the Active Contractors.

2.2 Referral Process

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

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

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

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

3.0 CONTRACTOR WORK REQUIREMENTS

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

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

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

noted in the Client's treatment or case file. Ongoing treatment beyond the initial psychiatric evaluation shall be in consultation with the treating PSB psychologist, documented in the Client's treatment or case file and shall be approved by either the County Project Director or designee.

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

4.0 CONTRACTOR STAFF RESPONSIBILITIES

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

numbers shall be maintained and provided to County Project Director or designee during the term of the Master Agreement.

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

5.0 CONTRACTOR'S OFFICE

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

6.0 HOURS/DAYS OF WORK

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

7.0 MATERIALS AND EQUIPMENT

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

8.0 CONTRACT DISCREPANCY REPORT

- 8.1 County will notify Contractor in writing of any contract discrepancy as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.
- 8.2 County Project Director or designee will determine whether a formal Exhibit F - Contract Discrepancy Report, of the Master Agreement, shall be issued. Upon receipt of this document, Contractor is required to respond in writing to County Director or designee within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County Project Director or designee within ten (10) Business Days.

ATTACHMENT 3

GUIDELINES FOR THE DISTRIBUTION OF WORK

PSYCHOLOGICAL SERVICES AND/OR PSYCHIATRIC SERVICES

ATTACHMENT 3

GUIDELINES FOR THE DISTRIBUTION OF WORK

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

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

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY ACCOUNTS PAYABLE

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

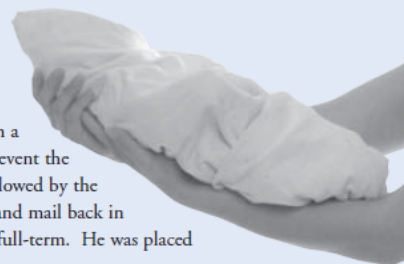
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CONTRACT DISCREPANCY REPORT**TO:****FROM:****DATES:** Prepared by County: _____ Received by Contractor: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** _____

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT G

FORMS REQUIRED BEFORE WORK BEGINS

G1 CERTIFICATION OF EMPLOYEE STATUS

G2 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

OR

G3 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

G4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

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

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

County Master Agreement No. _____

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

EMPLOYEES

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Employee Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ 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: _____

County of Los Angeles
Sheriff's Department

Psychological and/or Psychiatric Services
Exhibit G4-Contractor Non-Employee Acknowledge and Confidentiality
Model Master Agreement



RATE OF COMPENSATION

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

PSYCHOLOGICAL SESSION RATE:

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

PSYCHIATRIC SESSION RATES:

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

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

Contractor: _____

Master Agreement # _____

Invoice Date _____

Invoice # _____

[illegible]

INVOICE

Contractor: _____

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

Master Agreement # _____

Invoice Date _____

Invoice # _____

Please pay to: _____

Client Sessions

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

Total Amount Due \$ _____

 Contractor Signature

 County Project Director, or Designee Signature