



**MASTER AGREEMENT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF MENTAL HEALTH**

**AND**

**CONTRACTOR [Public University]**

**FOR**

**THE STUDENT PROFESSIONAL DEVELOPMENT PROGRAM**

**MH**  
**Contractor Number**

\_\_\_\_\_

**Vendor Number**

\_\_\_\_\_  
**Contractor Headquarters Address**

**n/a**  
**Reference Number**

**Contractor Headquarters' Supervisorial District** \_\_\_\_\_

**Contractor Headquarters' Service Area** \_\_\_\_

**Contractor Service Provision Supervisorial District(s)** \_\_\_\_\_

**Contractor Service Provision Service Area(s)** \_\_\_\_\_

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## **STANDARD EXHIBITS**

- A County's Administration
- B Contractor's Administration
- C Contractor's EEO Certification
- D Jury Service Ordinance
- E Safely Surrendered Baby Law
- F Statement of Work
- G Required Forms

## **UNIQUE EXHIBITS**

- H Department/School Site Information
- I Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- J Intentionally Omitted
- K Charitable Contributions Certification

**MASTER AGREEMENT BETWEEN  
THE COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
AND  
CONTRACTOR  
FOR**

**STUDENT PROFESSIONAL DEVELOPMENT PROGRAM (SPDP)**

This Master Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_, 2021 by and between the County of Los Angeles, Department of Mental Health hereinafter referred to as County and [Name of School/University], hereinafter referred to as Contractor, to provide Student Professional Development Program services.

**RECITALS**

WHEREAS, pursuant to California Health and Safety Code Section 1441, County has established and operates, through its Department of Mental Health (hereafter “DMH”), a network of County mental health facilities (hereafter “Facility”),

WHEREAS, the County may contract with public educational institutions for the Student Professional Development Program (SPDP) when certain requirements are met; and

WHEREAS, the Contractor is a public educational institution with the capacity to provide student interns for the SPDP; and

WHEREAS, the County educates and trains students through placement experiences which are required and an integral part of professional academic curriculums; and

WHEREAS, the Contractor desires an affiliation with County to provide training experiences through student placements at County Facilities; and

WHEREAS, the Contractor and the County have found it to be in their mutual interest and in the public's interest, to provide an affiliation for the training of students from various academic institutions/professional schools in the core disciplines of nursing, occupational therapy, psychiatric technician, psychology, social work, marriage and family therapy, clinical counseling, vocational rehabilitation, and gerontology; and

WHEREAS, the purpose of this Master Agreement is to facilitate student placement at County Facilities to receive specialized training in working with dually diagnosed, severely and persistently mentally ill and acutely ill populations, and CalWORKs participants, to provide mental health services, including individual/group therapy, case management, and rehabilitation to consumers and families affected by mental illness; and

WHEREAS, County's DMH will provide all students with the required number of hours per week of on-site training at specified program sites; and

WHEREAS, this Master Agreement is authorized under California Government Code Sections 26227 and 31000 which authorize the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized DMH Director or designee to execute and administer this Master Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

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

### **Master Agreement Exhibits:**

- |     |           |  |
|-----|-----------|--|
| 1.1 | Exhibit F | Statement of Work  |
| 1.2 | Exhibit I | Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") |
| 1.3 | Exhibit C | Contractor's EEO Certification   |
| 1.4 | Exhibit G | Required Forms   |
| 1.5 | Exhibit D | Jury Service Ordinance   |
| 1.6 | Exhibit E | Safely Surrendered Baby Law  |

- 1.7 Exhibit K Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004
- 1.8 Exhibit A County's Administration
- 1.9 Exhibit B Contractor's Administration
- 1.10 Exhibit H Department/School Site Information

This Master Agreement and the Exhibits hereto constitutes 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 Paragraph 8.1 (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 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.
- 2.2 **Contractor's Director of Field Education:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 **Director of Mental Health:** The director of the County's Department of Mental Health, designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Training Unit Program Manager.
- 2.4 **County's Contract Monitoring Manager:** Person designated by the Training Unit Program Manager to oversee this Master Agreement.
- 2.5 **County's Contract Lead:** Person designated as the contact person with respect to the day-to-day administration of this Master Agreement.
- 2.6 **County's Training Unit Program Manager:** Person designated to manage the Training Unit Division and supervises the Contract Monitoring Manager.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.



- 2.8 **Fiscal Year:** The 12-month period beginning July 1 and ending the following June 30.
- 2.9 **Master Agreement:** This Agreement and all of its attachments, exhibits and any subsequent amendments.
- 2.10 **Statement of Work:** A written description of tasks and/or deliverables desired by County contained in Exhibit F - SOW.
- 2.11 **Request For Statement of Qualifications (RFSQ):** A solicitation intended to establish a pool of Qualified Vendors to provide services through Master Agreements.
- 2.12 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein and in Exhibit F (SOW).
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work to County other than as specified in this Master Agreement, the same shall be deemed a gratuitous effort on the part of the Contractor for which the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 The term of this Master Agreement shall be effective upon execution and shall continue in full force and effect through June 30, 2028, 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 additional one-year periods, through June 30, 2030, for a maximum total Master Agreement term of up to 10 years. Such extension option may be exercised at the sole discretion of the DMH Director or designee as authorized by the Board of Supervisors.
- 4.2.1 The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 The Contractor shall notify DMH when this Master Agreement is within six months of the expiration of the term as provided for above. Upon occurrence of this event, the Contractor shall send written notification to DMH at the address provided in Exhibit A - County Administration.

## **5.0 CONTRACT SUM**

- 5.1 There shall be no monetary obligation between the Contractor or County, to each other, or by County to any student, or to any instructor participating in the training program hereunder.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY**

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit A. The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 Director of Mental Health**

- 6.1.1 The Director shall have the authority to administer this Master Agreement on behalf of the County. All references to the actions or decisions to be made by the County in this Master Agreement shall be made by the Director unless otherwise expressly provided.
- 6.1.2 The Director may designate one or more persons to act as his designee for the purposes of administering this Master Agreement. Therefore “Director” shall mean “Director and/or designee.”
- 6.1.3 Coordinating with Contractor and ensuring Contractor’s performance of the Master Agreement; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.
- 6.1.4 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor’s obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

### **6.2 County’s Training Unit Program Manager**

- 6.2.1 Meeting with the Director on an as needed basis; and
- 6.2.2 Inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.
- 6.2.3 The County’s Training Unit Program Manager 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.

### **6.3 County's Contract Monitoring Manager**

- 6.3.1 Meeting with the Contractor's Director of Field Education on an as needed basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.
- 6.3.3 The County's Contract Monitoring Manager is not authorized to make any changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.
- 6.3.4 The County's Contract Monitoring Manager reports to the Training Unit Program Manager.

### **6.4 County's Contract Lead**

The role of the County's Contract Lead is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby. The County's Contract Lead reports to the County's Contract Monitoring Manager.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Director of Field Education**

- 7.1.1 Contractor's Director of Field Education 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 Director of Field Education.
- 7.1.2 Contractor's Director of Field Education shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Contract Lead on a regular basis.

### **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) and such changes shall not require a formal amendment to this Master Agreement.

- 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 Students and Staff**

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

### **7.4 Student Identification**

- 7.4.1 All of Contractor's students assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.
- 7.4.2 Contractor is responsible to ensure that students have obtained a County ID badge before they are assigned to work in a County facility. A County representative may ask Contractor's students to leave a County facility if students do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify the County within one business day when students or staff are terminated from working under this Master Agreement. Contractor shall retrieve and return a student's ID badge to the County on the next business day after the student has dis-enrolled and is no longer receiving graduate training from Contractor.
- 7.4.4 If County requests the removal of a student, Contractor shall retrieve and return a student's ID badge to the County on the next business day after the student has been removed from performing services under this Master Agreement.

### **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's students performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, 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.

- 7.5.2 If a student does not pass the background investigation, County may request that the students will 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 students or 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 students that do not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

## **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, students, or agents, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this 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 shall be entitled to 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, students, and agents providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G-3.

- 7.6.5 Contractor shall require all Contractor employees and non-employees, including students performing services under this Master Agreement to sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibits G-4 and G-5. Such Acknowledgments shall be executed by each such employee and non-employee, including students on or immediately after the commencement date of this Master Agreement, but in no event later than the date such individual first performs services under this Master Agreement.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, or any term or condition included under this Master Agreement, an amendment to the Master Agreement shall be prepared and executed by the Contractor and by DMH.
- 8.1.2 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 the 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 the Master Agreement shall be prepared by DMH and executed by the Contractor and by the Director.
- 8.1.3 The Director may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared by DMH and executed by the Contractor and by the Director.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 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 paragraph, County consent shall require a written amendment to the 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.

- 8.2.3 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.
- 8.2.4 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 Intentionally Omitted**

### **8.5 Compliance with Applicable Laws**

- 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 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, students, and agents to comply with any such federal, State, or local laws, rules, regulations, ordinances, directives, guidelines, manuals, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this 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 shall be entitled to 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, language, age, physical disability, 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 paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. If Contractor is not required to comply with the Jury Service Program when the 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: 1) comes within the Jury Service Program's definition of "Contractor;" or, 2) 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 the 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 paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any

competing contract, 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 paragraph shall be a material breach of this Master Agreement.

## **8.9 Consideration of Hiring County Employees Targeted for Layoffs or On a County Re-Employment List**

- 8.9.1 If applicable, 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 If applicable, 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 the 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](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.11 Contractor Responsibility and Debarment**

The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

### **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 the 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 Contractor's performance on this Master Agreement 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 the 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 Master Agreement 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 Master Agreement 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 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 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 years, that contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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 years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.

#### **8.12 Contractor's Acknowledgement of County's Commitment to 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 located within California. Information and posters for printing are available at [www.babysafela.org](http://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, contract, 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 If applicable and 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, students, or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 8.15.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County for repairs, as determined by County, 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 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 Counterparts and Electronic Signatures and Representations**

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

## **8.18 Fair Labor Standards**

- 8.18.1 To the extent permitted by applicable law, the Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and any applicable State law 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, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act and any applicable State law, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.19 Intentionally Omitted**

## **8.20 Governing Law, Jurisdiction, and Venue**

- 8.20.1 This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California and with all laws, regulations, and contractual obligations of County under its Agreement with the State. 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, students, and

agents of one Party shall not be, or be construed to be, the employees, students, 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 persons 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 Paragraph 7.6 (Confidentiality).

## **8.22 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to: demands, claims, actions, fees, costs and expenses, (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

The County shall indemnify, defend and hold harmless the Contractor, its employees, agents and volunteers ("Contractor 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 Contractor Indemnities.

## **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 Section and Section 8.23 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 shown 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 Sub-Contractor 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:

County of Los Angeles  
Department of Mental Health  
Contracts Development and Administration Division  
550 S. Vermont Ave., 5<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Pei Liu, ASM I

Contractor also shall promptly report to County any injury or property damage, accident, or incident, including any injury to a Contractor employee or student 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 Sub-Contractors 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, provided 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 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of 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 the Master Agreement, upon which County immediately may 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, 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 Student Insurance Coverage Requirements**

Contractor shall include all students as insureds under Contractor's own policies, or shall provide County with each student's separate evidence of insurance coverage. Contractor shall be responsible for verifying each student complies with the Required Insurance provisions herein, and shall require that each student name the County and Contractor as additional insureds on the student's General Liability policy. Contractor shall obtain County's prior review and approval of any student 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 years following Master Agreement expiration, termination, or cancellation.

#### **8.23.11 Application of Excess Liability Coverage**

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.23.12 Separation of Insureds**

All liability policies 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's 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 \$1 million 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 not receive less than 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.

8.24.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

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

- **Professional Liability/Errors and Omissions**

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

**8.25 Intentionally Omitted**

**8.26 Intentionally Omitted**

**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, language, gender, sexual orientation, age (over 40), marital

status, physical disability (including HIV and AIDS), or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era 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, gender, sexual orientation, language, age (over 40), marital status, physical disability (including HIV and AIDS), or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era 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, and granting or denying family care leave.

8.27.4 The Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations.

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, language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability, or veteran of the Vietnam era 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 Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this 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**

8.28.1 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 services from other entities or sources.

## **8.29 Notice of Delays**

8.29.1 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 business day, give written notice thereof, including all relevant information with respect thereto, to the other Party.

## **8.30 Notice of Disputes**

8.30.1 The Contractor shall bring to the attention of the County's Contract Lead and/or County's Contract Monitoring Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County's Contract Lead or County's Contract Monitoring Manager is not able to resolve the dispute, the Director shall resolve it.

## **8.31 Notice to Employees and Students Regarding the Federal Earned Income Credit**

8.31.1 The Contractor shall notify its employees and students 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 and Students Regarding the Safely Surrendered Baby Law**

- 8.32.1 If applicable, the Contractor shall notify and provide to its employees and students a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement and is available on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **8.33 Notices**

- 8.33.1 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 Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either Party giving 10 days' prior written notice thereof to the other Party. The Director shall have the authority to execute all notices or demands required or permitted by the County under this Master Agreement.

### **8.34 Prohibition Against Inducement or Persuasion**

- 8.34.1 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 Contractor acknowledges that the County is a public "local entity" subject to the California Public Records Act, Government Code section 6250 et seq. Any documents submitted by the Contractor and all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of 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. Upon receipt of a Public Records Act request, County will use reasonable efforts to notify Contractor prior to disclosing any sensitive Contractor information provided to County in connection with this Master Agreement. To the extent reasonably practicable, County will give Contractor the opportunity to identify exemptions from disclosure for any



Contractor documents included in records responsive to a Public Records Act request. Notwithstanding anything to the contrary contained in this Master Agreement, nothing in this Master Agreement is intended to supersede, modify or diminish in any respect whosoever any of the County's rights, obligations, and defenses under the Public Records Act, nor will the County be held liability for any disclosure of records, including information that the County determines in its sole discretion is a public records subject to disclosures under the Public Records Act.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the Contractor's documents, information, books, records, and/or contents of a proposal, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' 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 Contract Monitoring Manager. 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 Paragraph 8.36 (Publicity) shall apply.

### **8.37 Record Retention and Inspection-Audit Settlement**

- 8.37.1 The Contractor shall maintain accurate and complete records relating to its performance of this Master Agreement. 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.

8.37.2 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 Department of Mental Health Contracts Development and Administration Division within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.37 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend 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. Any attempt by the Contractor to subcontract may be deemed a material breach of this Master Agreement.

#### **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 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 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 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:
- Stop work under this Master Agreement on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 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 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 the Director:
- Contractor has materially breached this Master Agreement; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement 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 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 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 continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.42.3 The Contractor shall not be liable for any such excess costs of the type identified in 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, 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.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default), 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 Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) 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 immediately terminate this Master Agreement 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 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 Paragraph 8.44 (Termination for Insolvency) 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**

8.45.1 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 Intentionally Omitted**

#### **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 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.

**8.50 Intentionally Omitted**

**8.51 Intentionally Omitted**

**8.52 Time off For Voting**

8.52.1 The Contractor shall 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, Contractor 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 Elections Code Section 14000.

**8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

**8.54 Intentionally Omitted**

**8.55 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

**8.56 Compliance with the County Policy of Equity**

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

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

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

Contractors or subcontractors are prohibited from submitting a bid or proposal in a County solicitation if they have provided advice or consultation for the solicitation. A contractor or subcontractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor or subcontractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor or subcontractor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. This provision shall survive the expiration, or other termination of this Master Agreement.

8.57.1 Board of Supervisors Policy 5.090 - Contractor Independence, establishes procedures precluding firms or persons that assisted the County in developing a solicitation document, from subsequently being involved in the bidding process on that solicitation.

8.57.2 The policy states that "The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm [collectively "firm"] from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s)" and can be found at the following link:

[https://library.municode.com/ca/la\\_county\\_bos/codes/board\\_policy](https://library.municode.com/ca/la_county_bos/codes/board_policy)

8.57.3 No Contractor or subcontractor that assisted in the development of solicitation document(s) shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor or subcontractor under this Master Agreement. As this prohibition applies to subcontractors of the Contractor, the Contractor shall notify any subcontractors providing services under this Master Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor, or subcontractor to the Contractor in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Master Agreement.

8.57.4 The policy is not applicable to a contractor or subcontractor that has participated in a County released Request for Information process.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Business Associate:**

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

### **9.2 Intentionally Omitted**

### **9.3 Intentionally Omitted**

### **9.4 Intentionally Omitted**

### **9.5 Contractor's Charitable Activities Compliance**

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

### **9.6 Intentionally Omitted**

### **9.7 Intentionally Omitted**

### **9.8 Intentionally Omitted**



IN WITNESS WHEREOF, Contractor has executed this Master Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the County's Director of Mental Health or designee thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Sherin, M.D. Ph.D.  
DIRECTOR OF MENTAL HEALTH

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By: Emily D. Issa  
Deputy County Counsel