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BOARD OF SUPERVISORS

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ADOPTED

**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

December 02, 2025

33 December 2, 2025

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

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE MASTER AGREEMENTS FOR AS-NEEDED SUBSTANCE USE
DISORDER TREATMENT SERVICES AT COUNTY BEHAVIORAL HEALTH FACILITIES
EFFECTIVE UPON DATE OF EXECUTION THROUGH JUNE 30, 2030
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute Master Agreements with qualified vendors for the provision of as-needed substance use disorder treatment services at County Behavioral Health Facilities, effective upon date of execution through June 30, 2030, and delegated authority to execute Master Agreement Work Orders.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health) or designee, to execute Master Agreements for as-needed substance use disorder treatment services (SUDTS) at County Behavioral Health Facilities (CBHF), substantially similar to Exhibit I, with qualified vendors identified in Attachment A selected under a competitive solicitation process, effective upon execution through June 30, 2030.
2. Delegate authority to the Director of Public Health, or designee, to execute replacement SUDTS at CBHF Master Agreements for contractors that were previously awarded Master Agreements under the Mark Ridley-Thomas (MRT) Behavioral Health Center (BHC) Request for Statement of Qualifications (RFSQ) Number 2020-003 to replace the Master Agreement name to SUDTS at CBHF, update the terms and conditions, and add additional qualified categories. Such replacements will be substantially similar to Exhibit I, and will apply to contractors identified in Attachment A.

3. Delegate authority to the Director of Public Health, or designee, to execute additional SUDTS at CBHF Master Agreements during the ensuing period with additional qualified vendors that submit a Statement of Qualifications (SOQ) which meets the requirements as outlined in RFSQ Number 2025-001 for SUDTS at CBHF released on March 19, 2025, subject to review and approval by County Counsel.
4. Delegate authority to the Director of Public Health, or designee, to execute amendments to the SUDTS at CBHF Master Agreements that: a) extend the term up to an additional five years, through June 30, 2035; b) extend the term if a Master Agreement Work Order (MAWO) executed prior to the expiration of the SUDTS at CBHF Master Agreement has an expiration date later than the SUDTS at CBHF Master Agreement's expiration date; c) add additional service categories as a result of a contractor submitting an additional SOQ as outlined in the RFSQ; and d) update the terms and conditions, subject to review and approval by County Counsel.
5. Delegate authority to the Director of Public Health, or designee, to execute replacement MAWOs for existing contractors that were previously qualified under Work Order Solicitation (WOS) MRT BHC-WOS-001 to extend the term through June 30, 2027, and update the terms and conditions. Such replacements will be substantially similar to the sample MAWO included in Exhibit I, and will apply to the contractors identified in Attachment A.
6. Delegate authority to the Director of Public Health, or designee, to execute competitively solicited MAWOs for services performed under the SUDTS at CBHF Master Agreements, at amounts to be determined by Public Health, subject to review and approval by County Counsel. Annually, Public Health will provide your Board and the Chief Executive Office (CEO), a report listing all executed MAWOs by contractor, including the award amount for each MAWO and the cumulative amount awarded to each contractor.
7. Delegate authority to the Director of Public Health, or designee, to execute administrative amendments to the MAWOs that: a) extend the term at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; b) allow the rollover of unspent MAWO funds, if allowable by the grantor; c) provide an increase or decrease in funding above or below the annual base maximum obligation; and d) allow revisions to the statement of work, scope of work, and/or work plans, effective upon date of execution, subject to review and approval by County Counsel.
8. Delegate authority to the Director of Public Health, or designee, to execute change notices to the MAWOs for: a) modifications to the budget with corresponding modifications to the statement of work, scope of work, and/or work plan, as necessary; b) modifications to the Contractor's or County's administration; and c) changes in hours of operation and/or service locations.
9. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any SUDTS at CBHF Master Agreement or MAWO upon issuing a written notice to the contractor(s) if the contractor(s) fail to fully comply with contractual requirements, and to terminate SUDTS at CBHF Master Agreement(s) or MAWO(s) for convenience by providing 30-calendar day advance written notice to contractor(s), subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles (County) is committed to providing comprehensive and high-quality behavioral health services to all residents of Los Angeles County (LAC), including offering a

continuum of care that supports integrated and coordinated substance use disorder (SUD), mental health, physical health, and other services to LAC residents. While these services are available to all, specifically targeted populations include vulnerable populations such as those with co-occurring disorders, those experiencing or at risk for homelessness, and those who are criminal justice involved.

Public Health's Bureau of Substance Abuse Prevention and Control (SAPC) leads and facilitates the delivery of a full spectrum of SUD prevention, treatment, and recovery services. In July 2017, Public Health's SAPC program expanded the available treatment services with the launch of the County's SUD specialty managed care plan through the State's Drug Medi-Cal (DMC) Organized Delivery System (ODS).

Under the County's DMC ODS, individuals who are eligible or enrolled in Medi-Cal or other County programs, have greater choice and improved access to SUD treatment. Further, studies have shown that when a Medi-Cal member has both a SUD and a mental health disorder (co-occurring conditions), ensuring coordinated care that addresses the often-complex needs of the whole individual leads to better health outcomes. For this reason and in support of the Board of Supervisors' priority to increase access to integrated service facilities, Public Health's collaborations between different County departments such as Mental Health, Health Services, Aging and Disabilities, and Probation, have seen improvements in connections to care.

On October 31, 2017, the Board approved the transformation of the former Martin Luther King Multi-Service Ambulatory Care Center into a state-of-the-art, 505,000-square-foot Behavioral Health Center (BHC) on the MLK Medical Campus to address critical gaps in the continuum of care in South Los Angeles and throughout the County.

Through the SUDTS at CBHF Master Agreements, contractors will be eligible to deliver culturally and linguistically competent, community-focused, and evidence-based services at CBHF locations, including the BHC on the MLK Medical Campus, a new CBHF with service operations anticipated to commence in February 2026, and other similar facilities that open operations for these services in the future.

Approval of Recommendation 1 will allow Public Health to execute SUDTS at CBHF Master Agreements with qualified vendors that meet the minimum mandatory requirements (MMR) of the RFSQ in one or more of the following categories: Recovery and Respite Center; Outpatient Services; Residential Services; Case Management; and Recovery Services. These SUDTS at CBHF Master Agreements will enable Public Health to have a pool of pre-qualified vendors to provide SUDTS at CBHF.

Approval of Recommendation 2 will allow Public Health to execute replacement SUDTS at CBHF Master Agreements, update the terms and conditions, and add additional qualified categories, for existing contractors that were previously qualified under the MRT BHC RFSQ Number 2020-003.

Approval of Recommendation 3 will allow Public Health to execute additional SUDTS at CBHF Master Agreements with qualified vendors selected through a solicitation process, effective upon execution, through the initial term of the SUDTS at CBHF Master Agreement and any subsequent extension periods, subject to review and approval by County Counsel.

Approval of Recommendation 4 will allow Public Health to execute amendments to the SUDTS at CBHF Master Agreements to extend the term, add additional service categories as a result of a contractor submitting an additional SOQ, and update the terms and conditions, subject to be

reviewed and approval by County Counsel.

Approval of Recommendation 5 will allow Public Health to execute replacement MAWOs to extend the term through June 30, 2027, and update the terms and conditions for existing MAWOs that were previously qualified under MRT BHC-WOS-001, subject to review and approval by County Counsel.

Approval of Recommendation 6 will allow Public Health to execute competitively solicited MAWOs with SUDTS at CBHF Master Agreement contractors, subject to review and approval by County Counsel.

Approval of Recommendations 7 and 8 will allow Public Health to execute administrative amendments to the MAWOs to extend the term; allow the rollover of unspent funds; provide an increase or decrease in funding; and allow revisions to the statement of work, scope of work, and/or work plans; execute change notices for modifications to the budget and corresponding modifications to the statement of work, scope of work, and/or work plans; modify administration and/or changes to hours of operation and/or service locations. This authority is being requested to enhance County's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 9 will allow Public Health to immediately suspend or terminate any SUDTS at CBHF Master Agreement or MAWO if a contractor fails to perform and/or fully comply with contractual requirements and to terminate any SUDTS at CBHF Master Agreement or MAWO for convenience by providing a 30-calendar days' advance written notice to contractor(s).

Public Health will work with County Counsel and the Chief Executive Office (CEO) Real Estate Division (RED) to develop and negotiate future lease agreements with contractor(s) awarded a MAWO to provide SUDTS at CBHF. CEO RED will request authority to execute the lease agreements from your Board in a separate Board Letter. Any lease agreement would be dependent on the contractor having an executed MAWO for the identified CBHF.

Implementation of Strategic Plan Goals

The recommended actions support Priority 2, Alliance for Health Integration; North Star 2, Foster Vibrant and Resilient Communities; Focus Area Goal, Public Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Utilizing the SUDTS at CBHF Master Agreements, Public Health will be able to release WOS to the pool of qualified vendors to provide SUDTS at CBHF on an as-needed basis. Funding, as well as funding sources, will vary depending upon the services to be provided, the term of the MAWO, and the availability of funding.

Funds from the lease agreements will help offset Public Health costs to maintain and operate CBHF premises, including expenses for utilities and repair. Under DMC ODS, the County is restricted from receiving federal or State reimbursement for facility lease and operation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Exhibit I is the SUDTS at CBHF Master Agreement template approved by County Counsel. Any changes to the template will be reviewed for approval by County Counsel. Attachment A is the list of the recommended contracts, including the list of current contractors with Master Agreements and

MAWOs that will be replaced. Attachment B is the contracting opportunity announcement posted on the County of Los Angeles website and Public Health's Contracts and Grants website. Attachment C is the Community Business Enterprise Information Summary for the recommended contractors.

CONTRACTING PROCESS

On March 19, 2025, Public Health released RFSQ 2025-001 for SUDTS at CBHF to solicit SOQs from qualified agencies to provide SUDTS at CBHF in Los Angeles County. Responses to the RFSQ were due to Public Health on April 24, 2025.

The contracting opportunity announcement (Attachment B) was posted on the County of Los Angeles Internal Services Department (ISD) website and on Public Health's Contracts and Grants website, and a notification of the release of the RFSQ was also distributed by ISD to vendors with the commodity codes confirmed by SAPC.

Public Health received 13 SOQs by the submission deadline. The SOQs were reviewed by Public Health for completion, and by an evaluation committee made up of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the RFSQ solicitation process. As a result of this process, Public Health is recommending SUDTS at CBHF Master Agreements with the vendors identified on Attachment A.

Of the 13 SOQs submitted in response to the RFSQ:

- One SOQ was not reviewed because the vendor is a current Master Agreement contractor for the same services and service categories they applied for;
- One SOQ received was deemed incomplete after the initial review process. Missing information was requested from this vendor, and the requested information was not received by the deadline provided, thus this SOQ was rejected and not further evaluated;
- One SOQ received was disqualified due to failure to demonstrate meeting the MMRs for the categories they applied for;
- The remaining 10 SOQs met all MMRs for the categories they applied for.

On September 11, 2025, notifications of RFSQ results were sent to the recommended vendors identified in Attachment A, and Public Health has obtained the Letter of Intent from each. Master Agreements will be executed upon Board approval.

In accordance with the solicitation process, the RFSQ will remain open throughout the duration of the SUDTS at CBHF Master Agreement term, allowing new SOQs to be submitted. Additional qualified vendors will be offered a SUDTS at CBHF Master Agreement when it serves the best interest of the County.

Community Business Enterprise Program information as reported by the recommended vendors is identified in Attachment C. The vendors were selected for award of a SUDTS at CBHF Master Agreement without regard to gender, race, creed, color, or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

12/2/2025

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Establishment of SUDTS at CBHS Master Agreements with prequalified vendors will simplify the solicitation and contracting process for Public Health. Approval of the recommended actions will allow Public Health to continue to administer the County's continuum of SUD prevention, harm reduction, treatment, and recovery programs at CBHFs in order to reduce the impact of SUD on individuals, families, and communities in LAC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Barbara Ferrer".

Barbara Ferrer, PhD, MPH, MEd

Director

BF:jt
#08339

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

**List of Qualified Vendors Recommended for Master Agreements for As-Needed
Substance Use Disorder Treatment Services at County Behavioral Health Facilities**

			SERVICE CATEGORIES				
No.	Contractors	Contract No.	Category 1 - Recovery and Respite Center	Category 2 - Outpatient Services	Category 3 - Residential Treatment Services	Category 4 - Case Management	Category 5 - Recovery Services
New Master Agreement Contractors (RFSQ 2025-001)							
1	Didi Hirsch Psychiatric Service	PH-005905		X	X	X	X
2	Helpline Youth Counseling, Inc.	PH-005907				X	X
3	Homeless Health Care Los Angeles	PH-005906		X		X	X
4	Rancho San Antonio Boys Home, Inc.	PH-005908		X		X	X
5	Social Model Recovery Systems, Inc.	PH-005909			X	X	
6	SPIRITT Family Services	PH-005910		X		X	X
Current Master Agreement Contractors qualified for additional categories (RFSQ Number 2020-003 and RFSQ Number 2025-001)							
7	Phoenix Houses of Los Angeles	PH-005911	*	X	*	*	*
8	Southern California Alcohol and Drug Programs, Inc.	PH-005912		X	*	X	
9	Tarzana Treatment Centers, Inc.	PH-005913	X	*	*	*	*
10	Volunteers of America of Los Angeles	PH-005914			*	*	X
Current Master Agreement Contractors receiving replacement Master Agreement contracts (RFSQ Number 2020-003)							
11	Behavioral Health Services, Inc.	PH-005886	*	*	*	*	*
12	Clare I Matrix	PH-005887	*	*	*	*	*
13	Cri-Help, Inc.	PH-005888	*		*	*	
14	HealthRight 360	PH-005889			*	*	*
15	I-ADARP, Inc.	PH-005810				*	*
16	Los Angeles Centers for Alcohol and Drug Abuse	PH-005891	*	*	*	*	*
17	Shields for Families	PH-005892				*	*
18	Tessie Cleveland Community Services Corporation	PH-005893				*	
Total Per Category			6	10	11	18	14

* - Previously pre-qualified to provide services in this category; X - New/additional category

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

**List of Qualified Vendors Recommended for Master Agreements for As-Needed
Substance Use Disorder Treatment Services at County Behavioral Health Facilities**

			SERVICE CATEGORIES				
No.	Contractors	MAWO No.	Category 1 - Recovery and Respite Center	Category 2 - Outpatient Services	Category 3 - Residential Treatment Services	Category 4 - Case Management	Category 5 - Recovery Services
Master Agreement Work Order (MAWO) Contractors receiving a replacement MAWO (RFSQ 2020-003 and MRT BHC-WOS-001)							
1	Behavioral Health Services, Inc.	PH-005886-W1	*				
2	HealthRight 360	PH-005889-W1			*		
3	Tarzana Treatment Centers, Inc.	PH-005913-W1		*			

* - Previously pre-qualified to provide services in this category

#07849:jt



CONTRACTING OPPORTUNITY *

BID NUMBER: 2025-001

BID TITLE: Request for Statement of Qualifications for As-Needed Substance Use Disorder Treatment Services at County Behavioral Health Facilities

RELEASE/OPEN DATE: March 19, 2025

CLOSING/DUE DATE: April 24, 2025, 3:00 pm Pacific Time

*Visit websites indicated below for additional information and updates.

The County of Los Angeles (County) Department of Public Health is pleased to announce the release of a Request for Statement of Qualifications (RFSQ) to secure a pool of qualified vendors to enter into Master Agreements with the County to provide **As-Needed Substance Use Disorder Treatment Services at Behavioral Health Facilities**.

Vendors are encouraged to apply for one or more of the following service categories:

- ❖ Category 1 – Recovery and Respite Center
- ❖ Category 2 – Outpatient Services
- ❖ Category 3 – Residential Treatment Services
- ❖ Category 4 – Case Management
- ❖ Category 5 – Recovery Services

Minimum Mandatory Qualifications

Interested vendors must meet the following Minimum Mandatory Qualifications to apply:

1. Must have three years of experience within the last five years providing substance use disorder (SUD) treatment services in each category for which they are attempting to qualify;
2. Must be a tax-exempt, registered non-profit organization qualified under Internal Revenue Service's Code (IRS) – Section 501(c)(3) and must submit a copy of its IRS 501(c)(3) Determination Letter;
3. Must not be a County Contractor with Unresolved Disallowed costs. (County will verify that Vendor does not have Unresolved Disallowed costs).

The following additional requirements apply to the service categories as listed below:

Category 1: Recovery and Respite Center

- Must have an active contract in good-standing with Public Health for the provision of

residential withdrawal management.

Category 2: Outpatient Services

- Must have an active contract in good standing with Public Health for the provision of outpatient services.
- Must have an Alcohol and Other Drug certification issued by the California Department of Health Care Services to provide outpatient services with a detoxification designation and provide a copy of the certification issued by the California Department of Health Care Services to meet this qualification.

Category 3: Residential Services

- Must have an active contract in good standing with Public Health for the provision of residential withdrawal management services.

Category 4: Case Management

- Must have an active contract in good standing with Public Health for the provision of any SUD treatment level of care.

Category 5: Recovery Services

- Must have an active contract in good-standing with Public Health for the provision of any SUD treatment level of care that includes Recovery Services.

Next Steps for Interested Vendors

- ✓ Register at <https://camisvr.co.la.ca.us/webven>
- ✓ Review contracting opportunity solicitation document for additional information, requirements, submission information, and updates at:
 - <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>
 - <http://publichealth.lacounty.gov/cg/index.htm>

**AS-NEEDED SUBSTANCE USE DISORDER TREATMENT SERVICES AT COUNTY BEHAVIORAL HEALTH FACILITIES
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

FIRM / ORGANIZATION INFORMATION	Didi Hirsch Psychiatric Service	Helpline Youth Counseling, Inc.	Homeless Health Care Los Angeles	Phoenix Houses of Los Angeles, Inc.	Rancho San Antonio Boys Home, Inc.	Social Model Recovery Systems, Inc.	Southern California Alcohol & Drug Programs, Inc.	SPIRITT Family Services	Tarzana Treatment Centers, Inc.	Volunteers of America of Los Angeles
Total Number of Employees in California	698	173	180	137		284	136	76	1081	2813
Total Number of Employees (including owners)	798	175	0	137		284	136	76	1081	2813
Owners/Partner/Associate Partners										
Black/African American						1			1	
Hispanic/Latin American				1		2			3	2
Asian or Pacific Islander				1						1
Native Americans										
Subcontinent Asian				2						1
White				9		4	6			15
Total				13		7	6		4	19
Female (should be included in counts above and also reported here separately).										
Percentage of how ownership of the firm is distributed										
Black/African American									6%	
Hispanic/Latin American				8%					32%	10%
Asian or Pacific Islander				8%						5%
Native Americans										
Subcontinent Asian				16%						5%
White				70%			100%		63%	80%
Total				102%			100%		101%	100%
Female (should be included in counts above and also reported here separately).										
Current Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned (LBGTQQ) Business Enterprise										
Minority										
Women										
Disadvantaged										
Disabled Veteran										
LBGTQQ										

Note: Figures are based on information provided by Applicants in their applications.

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**AS-NEEDED SUBSTANCE USE DISORDER TREATMENT
SERVICES AT COUNTY BEHAVIORAL HEALTH FACILITIES**

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EXHIBITS:

- A County’s Administration
- B Contractor’s Administration
- C Safely Surrendered Baby Law
- D Sample Master Agreement Work Order
- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement
- F Charitable Contributions Certification
- G Subsequent Executed MAWOs (Not Attached)
- H Information Security and Privacy Requirements

MASTER AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH
AND
[CONTRACTOR]
FOR
AS-NEEDED SUBSTANCE USE DISORDER TREATMENT
SERVICES AT COUNTY BEHAVIORAL HEALTH FACILITIES

This Master Agreement and its Exhibits is made and entered into on **Enter Date** by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" or "Department" or "Public Health" and **Contractor Name**, hereinafter referred to as "Contractor". **Contractor Name** is located at **Contractor Address**. Under this Master Agreement, Contractor will provide as-needed substance use disorder (SUD) treatment services at County Behavioral Health Facilities in following categories:

- ☐ Category 1: Recovery and Respite Center
- ☐ Category 2: Outpatient Services
- ☐ Category 3: Residential Services
- ☐ Category 4: Case Management
- ☐ Category 5: Recovery Services

RECITALS

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on December 2, 2025, the Board authorized the Director of Public Health, or designee to execute and administer this Master Agreement to protect the public's health; and

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

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

WHEREAS, Contractor possesses the competence, expertise, experience, and personnel to provide specialized as-needed SUD treatment services at County Behavioral Health Facilities.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to this Master Agreement and then to the following Exhibits:

Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Sample Master Agreement Work Order
- Exhibit E1 Certification of Employee Status
- Exhibit E2 Certification of No Conflict of Interest
- Exhibit E3 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F Charitable Contributions Certification
- Exhibit G Subsequent Executed MAWOs (Not Attached)
- Exhibit H Information Security and Privacy Requirements

Provider Network Bulletins (as they currently exist, or may be updated from time to time throughout the term of this Master Agreement) provide additional guidance and can be found at:

<http://publichealth.lacounty.gov/sapc/providers/manuals-bulletins-and-forms.htm#bulletins>

This Master Agreement and the 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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County, acting as governing body.
- 2.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Master Agreement with the County to perform or execute the work covered by this Master Agreement.
- 2.1.3 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found here: <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.4 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.5 Department:** The County of Los Angeles Department of Public Health, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.6 Director:** Director of Public Health Department, or designee.
- 2.1.7 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.8 Master Agreement:** This standard agreement executed between the County and individual contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequently issued MAWOs.
- 2.1.9 Master Agreement Work Order (MAWO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each MAWO will be competitively solicited, and unless otherwise specified in the MAWO solicitation, the County will select the lowest cost, qualified bid responding to the requirements of the proposed MAWO.
- 2.1.10 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County,

including special provisions pertaining to the method, frequency, manner, and place of performing services.

- 2.1.11 Substance Abuse Prevention and Control (SAPC):** Bureau within Public Health responsible for administering the County's substance use related services network.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work will be assigned pursuant to solicited MAWOs, which will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. The payment methodology will vary according to the services to be performed, subject to the Total Maximum Amount specified for each individual MAWO. MAWOs will conform to Exhibit D, Sample MAWO.
- 3.3 If Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor personnel, and/or that goes beyond the MAWO expiration date, and/or that exceeds the Total Maximum Amount as specified in the MAWO as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.
- 3.4 Upon determination of need by the County, it will issue a Work Order solicitation (WOS) containing a Statement of Work to all Master Agreement contractors. Each interested contractor so contacted may submit a bid to the County at the address and within the timeframe specified in the solicitation. Failure to provide a bid within the specified timeframe will disqualify Contractor for that particular MAWO.
- 3.5 Upon completion of evaluations, the County will execute MAWOs with the lowest cost qualified contractor unless the Work Order Solicitation specifies bid evaluation criteria other than lowest cost. The County's competitive bidding procedure may have the effect that no MAWOs are awarded to some Master Agreement qualified contractors.
- 3.6 The County estimates that selection of any contractor will occur within 30 business days of completion of the evaluations of the particular MAWO bids. Following selection, all contractors selected must be available to meet with the County on the starting date specified in the MAWO. Inability of any contractor to comply with such commencement date may be cause for disqualification of that contractor from the particular MAWO as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, after being selected for a MAWO, then the County

may terminate this Master Agreement pursuant to Paragraph 8.52 (Termination for Default).

- 3.8 Contractor is not guaranteed a minimum or maximum amount of utilization of its services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.
- 3.9 Contractor is responsible for monitoring and controlling the number of hours worked, and more particularly, the resulting dollar value of chargeable services performed by Contractor personnel for any resultant MAWO.
- 3.10 Contractor must adhere to any and all Provider Network Bulletins as may be issued by SAPC from time to time throughout the term of this Master Agreement. Provider Network Bulletins are available at the following link:

<http://publichealth.lacounty.gov/sapc/providers/manuals-bulletins-and-forms.htm?tm#bulletins>

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon execution through and including June 30, 2030, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend this Master Agreement for up to five additional years, through June 30, 2035.

The County maintains a database to 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 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement, except pursuant to validly executed and satisfactorily performed MAWOs.

5.2 Written Approval for Reimbursement

Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur only with the County's express prior written approval. Any assumption or takeover of any of Contractor's duties, responsibilities, or obligations without the prior written approval of the County will be a material breach of this Master Agreement.

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

Contractor will have no claim against the 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 or any MAWO issued pursuant to this Master Agreement. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement or any resultant MAWO will not constitute a waiver of the County's right to recover such payment from Contractor.

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to a MAWO executed under this Master Agreement, Contractor must separately invoice the County as specified in the approved MAWO budget(s).

5.4.2 Payment for all work will be on either a Cost Reimbursement, Time and Materials basis, or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each MAWO, less any amounts assessed in accordance with Paragraph 8.29 of this Master Agreement (Liquidated Damages).

5.4.3 All work performed by, and all invoices submitted by Contractor pursuant to services requests issued hereunder, must receive the written approval of County's MAWO Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.4 Invoices under any MAWO issued under this Master Agreement must be submitted to the applicable County MAWO Director, as designated in Exhibit A (County's Administration).

5.4.5 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable MAWO.

Cost Reimbursement

Each invoice submitted by Contractor must specify:

- County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

OR

Time and Materials

Each invoice submitted by Contractor must specify:

- County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the MAWO; and
- The total amount of the invoice.

OR

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify:

- County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.6 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035

(Preference Program Payment Liaison and Prompt Payment Program).

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local Small Business Enterprise, Disabled Veteran Business Enterprise, or Social Enterprise when not qualified.

5.5 Budget Reduction

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

5.6 Contractor Budget and Expenditures Reduction Flexibility

In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that the Director may cancel this Master Agreement and any resultant MAWO(s), without cause, upon the giving of 10 Days' written notice to Contractor. In the alternative to cancellation, the Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/statement of work, maximum obligation, and budget of a MAWO via a written amendment to the MAWO.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

5.7.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

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

5.7.4 At any time during the duration of this Master Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced herein is designated in Exhibit A (County's Administration). The County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Master Agreement Project Director

The County's Master Agreement Project Director (MAPD) has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.3 County's Project Director

The County's Project Director, or designee, is the approving authority for individual MAWO solicitations and executions.

6.4 County's MAWO Director

A County MAWO Director will be assigned for each MAWO by the County's Project Director.

6.4.1 The responsibilities of the County's MAWO Director include:

- ensuring that the technical standards and task requirements articulated in the individual MAWOs are satisfactorily complied with, and will provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the MAWO;
- monitoring, evaluating and reporting Contractor performance and progress on MAWOs;
- coordinating with Contractor's Project Director on a regular basis, regarding the performance of Contractor's personnel on each particular project;

- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 County's MAWO Directors are not authorized to make any changes in MAWO labor rates, dollar totals, periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared amendments executed pursuant to Paragraph 8.1 of this Master Agreement.

6.5 County's Project Manager

The County's Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project Manager will prepare and issue MAWOs and any amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.6 County's Contract Analyst

The County's Contract Analyst manages and facilitates the administrative functions of this Master Agreement. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Director

7.1.1 Contractor's Project Director is designated in Exhibit B (Contractor's Administration). Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Director.

7.1.2 Contractor's Project Director is responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with the County's Master Agreement Work Order Directors on a regular basis with respect to all active MAWOs issued pursuant to this Master Agreement.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify the 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

The County has the absolute right to approve or disapprove all of Contractor's staff performing work under any resultant MAWO and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director. Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement and any resultant MAWO with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under any MAWO issued under this Master Agreement who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under any MAWO issued under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include local, State, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing services under any MAWO issued under this Master Agreement at any time during the term of this Master Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to

complete all work in accordance with the terms and conditions of this Master Agreement and any resultant MAWO.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless the 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 Paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an amendment to this Master Agreement will be prepared as authorized by the County's Board, and executed by Contractor and the Director.
- 8.1.2 The Director or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). Contractor agrees that such extensions of time will 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 this Master Agreement will be prepared and executed by Contractor and the Director.
- 8.1.3 Notwithstanding Paragraph 8.1.1, the Director, or designee, may amend this Master Agreement to extend the term through June 30, 2035; extend the term if a MAWO executed prior to the expiration of the Master Agreement has an expiration date later than this Master Agreement's expiration date; and add additional service categories if Contractor qualifies for additional service categories; and update this Masters Agreement's terms and conditions.
- 8.1.4 Notwithstanding Paragraph 8.1.1, the Director, or designee, may execute administrative amendments to MAWO(s) issued under this Master Agreement to extend the term, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and Contractor performance; allow the rollover of unspent funds, if allowable by the grantor; provide an increase or decrease in funding above or below the annual base maximum obligation; and allow revisions to the statement of work, scope of work, and/or work plans, effective upon execution or beginning of applicable period, subject to review and approval by County Counsel.
- 8.1.5 Notwithstanding Paragraph 8.1.1, the Director, or designee, may execute change notices to MAWO(s) issued under this Master Agreement for modifications to the budgets with corresponding modifications to the statement of work, scope of work, and/or work plan; modifications to administration; and changes to hours of operation and/or service locations.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is legally restricted from 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 Contractor may not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement or any MAWO issued under this Master Agreement, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent requires written amendments to this Master Agreement and/or MAWOs issued under this Master Agreement, which are 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 will be deductible, at County's sole discretion, against the claims which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints in accordance with the California Department of Health Care Services Mental Health and Substance Use

Disorder Services (MHSUDS) Information Notice (IN) 18-010E or [most current version](#) available, and the most current version of the Provider Manual.

- 8.4.1 Within 30 business days after execution of this Master Agreement, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.4.2 The policy must include, but not be limited to, when and how new clients, as well as current and recurring clients, are to be informed of the procedures for filing a complaint.
- 8.4.3 All clients and/or their authorized representatives must receive a copy of the procedure.
- 8.4.4 The County will review Contractor's policy and provide Contractor with approval or with requested changes.
- 8.4.5 If the County requests changes to Contractor's policy, Contractor must make such changes and resubmit the policy within 30 business days for County approval.
- 8.4.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.7 Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.4.8 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.9 Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

8.5 Compliance with Applicable Law

- 8.5.1 In the performance of this Master Agreement and any resultant MAWO, Contractor must comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless the 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 the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor does 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 the County without the County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

- 8.6.1 Has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 Periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 Has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 Has a system for taking reasonable corrective action, to include establishment of goals or timetables when problem areas are identified in employment practices.

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.](#)

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five business days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee’s regular pay the fees received for jury service.
- For purposes of this 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 fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County Master Agreements, MAWOs, 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 any MAWO issued under this Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences,

Contractor has a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify the County if Contractor, at any time, either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. 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.

- Contractor’s violation of this Paragraph may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and/or any MAWO issued under 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 Compliance with County’s Zero Tolerance Policy on Human Trafficking

- 8.8.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.8.2 If Contractor or a member of Contractor’s staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor’s staff be removed immediately from performing services under any MAWO issued under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.8.3 Disqualification of any member of Contractor’s staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of any MAWO issued under this Master Agreement.

8.9 Compliance with Fair Chance Employment Hiring Practices

Contractor and its subcontractor(s) must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor’s violation of this Paragraph may constitute a

material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement.

8.10 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that 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. Contractor, its employees, and subcontractor(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its subcontractor(s) to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.11 Conflict of Interest

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

8.11.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes, 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 8.11 will be a material breach of this Master Agreement.

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

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

8.13 Consideration of Hiring GAIN/START Participants

8.13.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.14 Contractor Responsibility and Debarment

8.14.1 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.

8.14.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning Contractor's performance this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by

the circumstances, and terminate any or all existing contracts Contractor may have with the County.

8.14.3 Non-responsible Contractor

The County may debar Contractor if the Board finds, in its discretion, that 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 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.

8.14.4 Contractor Hearing Board

- If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.

- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.14.5 Subcontractors of Contractors

These terms will also apply to subcontractors of County contractors.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. 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, Exhibit C, in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

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

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

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

8.17 County's Quality Assurance Plan

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

8.18 Damage to County Facilities, Buildings or Grounds

- 8.18.1 If awarded a MAWO under this Master Agreement to provide services at any County Behavioral Health Facility under a separate lease agreement, Contractor must repair the damage and restore the property in accordance with the terms of the lease.
- 8.18.2 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, its employees, or agents. Such repairs must be

made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

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

8.19 Employment Eligibility Verification

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

8.20 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (fax or email), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Master Agreement.

8.21 Fair Labor Standards

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

8.22 Fiscal Disclosure

Contractor must prepare and submit to Director, within 10 Days following execution of this Master Agreement, a statement executed by Contractor's duly constituted officers containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If, during the term of this Master Agreement, the source(s) of Contractor's funding changes, Contractor must promptly notify the Director in writing, detailing such changes.

8.23 Force Majeure

8.23.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, 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 Paragraph as "force majeure events").

8.23.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.23.3 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.

8.24 Governing Law, Jurisdiction, and Venue

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

8.25 Independent Contractor Status

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

8.26 Indemnification

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

8.27 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 and any resultant MAWO have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in Paragraph 8.28 of this Master Agreement. These minimum insurance coverage terms, types, and limits (the "Required Insurance") 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 Contractor for liabilities which may arise from or relate to this Master Agreement.

8.27.1 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 the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively County and its Agents) have been given insured status under Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must 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 must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match Contractor's name identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding 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 Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, CA 90022
Attention: Manager Contract Monitoring Section
Email: CMD-Monitoring@ph.lacounty.gov

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

8.27.2 Additional Insured Status and Scope of Coverage

The County and its Agents must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must 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.

8.27.3 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the 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 this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.27.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. The 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.

8.27.5 Insurer Financial Ratings

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

8.27.6 Contractor's Insurance Must Be Primary

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

8.27.7 Waivers of Subrogation

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

8.27.8 Subcontractor Insurance Coverage Requirements

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

and approval of any subcontractor request for modification of the Required Insurance.

8.27.9 Deductibles and Self-Insured Retentions (SIR)

Contractor's policies may 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.27.10 Claims Made Coverage

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

8.27.11 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.

8.27.12 Separation of Insureds

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

8.27.13 Alternative Risk Financing Programs

The County reserves the right to review for approval, 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 must be designated as an Additional Covered Party under any approved program.

8.27.14 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.

8.28 Insurance Coverage

- 8.28.1 Contractor must maintain Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) naming the 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

- 8.28.2 Contractor must maintain Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement and any MAWO issued under this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.28.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Contractor must maintain insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 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.

- Professional Liability/Errors and Omissions/Medical Malpractice

Contractor must maintain insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Master Agreement's expiration, termination, or cancellation.

- Property Coverage

If Contractor is given exclusive use of County owned or leased property, Contractor must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for full replacement value.

8.29 Liquidated Damages

8.29.1 If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations of any MAWO issued under this Master Agreement, the Director, or designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from the County will be forwarded to Contractor by the Director, or designee, in a written notice describing the reasons for said action.

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

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the monthly MAWO 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 Contractor's failure 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 Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or

(c) Upon giving five Days' notice to Contractor for failure to correct the deficiencies, 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 Contractor from the County, as determined by the County.

8.29.3 The action noted above will not be construed as a penalty, but as adjustment of payment to Contractor to recover any County cost due to Contractor's failure to complete or comply with the provisions of this Master Agreement or any MAWO issued under this Master Agreement.

8.29.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement or any MAWO issued under this Master Agreement provided by law or as specified above, and may not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.30 Nondiscrimination and Affirmative Action

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

8.30.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.30.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, 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.
- 8.30.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, and/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.
- 8.30.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any MAWO issued under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.30.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.30 when so requested by the County.
- 8.30.7 If the County finds that any provisions of this Paragraph 8.30 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement and/or any MAWO issued under 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 Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.30.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, 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.

8.31 Non-Exclusivity

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

8.32 Notice of Delays

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

8.33 Notice of Disputes

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

8.34 Notice to Employees Regarding the Federal Earned Income Credit

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

8.35 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.36 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid,

addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving 10 business days' prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.37 Prohibition Against Inducement or Persuasion

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

8.38 Prohibition Against Performance of Services While Under the Influence

Contractor will ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

8.39 Public Records Act

8.39.1 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 Paragraph 8.47 (Record Retention and Audits) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions include those listed in [California Government Code Section 7921.000](#) et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.39.2 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", 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.

8.40 Publicity

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Master

Agreement and any MAWO issued under this Master Agreement, must have written approval from the Director prior to publication, printing, duplication, and/or implementation. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, and any other applicable funding sources.

For the purposes of this Master Agreement and any MAWO issued under this Master Agreement, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

In addition, all such materials that are patient informing (e.g., Patient Handbook, confidentiality forms, admission agreements, complaints/grievance forms, etc.), must have language taglines informing patients that materials will be provided in other languages, upon request, and at no cost.

8.41 Purchases

8.41.1 Purchase Practices:

Contractor must fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring any furniture, fixtures, equipment, materials, and supplies, if funding is provided for such purposes hereunder. Such items must be acquired at the lowest possible price or cost.

8.41.2 Proprietary Interest of County

In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, the County retains all proprietary interest, except for use during the term of any MAWO, in all furniture, fixtures, equipment, materials, and supplies purchased or obtained by Contractor using any MAWO funds designated for such purpose. Upon the expiration or earlier termination of the MAWO, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of a MAWO, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 Days of filing, the County has the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor.

Contractor will attach identifying labels on all such property indicating the proprietary interest of the County.

A. If Contractor is awarded a MAWO for SUDTS at a CBHF with a corresponding lease for use of the CBHF, the terms of said lease supersede.

8.41.3 Inventory Records, Controls, and Reports

Contractor must maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any MAWO funds designated for such purpose. Annually, Contractor must provide the County with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

8.41.4 Protection of Property in Contractor's Custody

Contractor must maintain vigilance and take all reasonable precautions to protect all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any MAWO funds designated for such purpose against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse, and must immediately notify the County of any such damage or loss. Contractor must contact the County for instructions for disposition of any such property which is worn out or unusable.

8.41.5 Disposition of Property in Contractor's Custody:

Upon termination of the funding of any program covered by any MAWO, or upon the expiration or earlier termination of this Master Agreement and any resultant MAWO, or at any other time that the County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by the County or County's authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at the County's option, deliver any or all items of such property to a location designated by the County. Any disposition, settlement, or adjustment connected with such property must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

8.42 Real Property and Business Ownership Disclosure

8.42.1 Real Property Disclosure

If Contractor is renting, leasing, or subleasing, or planning to rent, lease, or sublease, any real property where persons are to receive

services under any MAWO issued under this Master Agreement (other than a lease with the County for use of a CBHF), Contractor must prepare and submit to the County 10 Days following execution of this Master Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; and, if the lessor or sublessor is a private corporation and its shares are not publicly traded, (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.
- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph 3 immediately above or, who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor must also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by the Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor may only charge the program for costs of ownership. Costs of ownership must include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property must be appended to such affidavit and made a part thereof.

8.42.2 Business Ownership Disclosure

Contractor must prepare and submit to the Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Master Agreement or any MAWO issued under this Master Agreement. If, during the term of this Master Agreement, Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor must notify the County in writing of such changes within 30 Days prior to the effective date thereof.

8.43 Reports

Contractor must make reports as required by the County concerning Contractor's activities and operations as they relate to this Master Agreement, any MAWO issued under this Master Agreement, and the provision of services hereunder. The Director will provide Contractor with at least 30 Days' prior written notification thereof with a written explanation of the procedures for reporting the information required.

Subject to the reporting requirements of the REPORTS Paragraph of this Master Agreement, Contractor must do the following:

- 8.43.1 Contractor must submit patient wait list information into the State's Drug and Alcohol Treatment Access Report ("DATAR"), the State Department of Health Care Services' system used to collect data on alcohol and other drug treatment capacity. Information must be submitted for each contracted site on a monthly basis, directly to DHCS using the web-based "DATARWEB" Reporting System at <https://adpapps.dhcs.ca.gov/datar/>.

By the 10th day of each month following the month for which the data is collected, Contractor must record and submit data to the

DATAR using the DATARWEB, as required by DHCS. Contractor's failure to submit the required monthly report to the State of California will result in all monthly payments under MAWO(s) issued under this Master Agreement being withheld. Payments will resume upon report submission by Contractor that is confirmed by the State.

- 8.43.2 Contractor must electronically enter data/reports into Sage, SAPC's database, by the 7th and 30th day of each month. Further instruction is provided in the most current version of the *Provider Manual*, which includes, but is not limited to, the California Outcome Measurement Systems (CalOMS), also known locally as the Los Angeles County Participant Reporting System (LACPRS), admission and discharge questions, financial eligibility, and benefits acquisition and/or enrollment confirmation, for each individual admitted to or departing from Contractor's services under this Master Agreement and any MAWO issued under this Master Agreement.

Contractor's failure to submit the required data/reports completely and on time to SAPC will result in all monthly payments being withheld for late submission of reports.

- 8.43.3 Contractor must submit other reports as required by the Director or by the State of California concerning Contractor's activities related to this Master Agreement and any MAWO issued under this Master Agreement.

- 8.43.4 Incident Reporting: Contractor must comply with incident and/or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor must furnish reports of incidents and/or sentinel events during its operation, specified as follows, to SAPC upon occurrence:

1. A written report must be made to the appropriate licensing authority and to SAPC within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events include the following:
 - a. Any unusual incident and/or event which threatens the physical or emotional health or safety of any person, including, but not limited to, suicide or death, medication error, overdose, delay in treatment, or serious injury.
 - b. Any suspected physical or psychological abuse of any person, client, or participant.

2. The written report must include the following:

- a. Client/participant's name, age, and sex;

- b. Date and nature of event;
- c. Disposition of the case; and
- d. Staffing pattern at the time of the incident.

8.44 Recycled Content Bond Paper

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

8.45 Prohibition from Participation in Future Solicitation(s)

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

8.46 Staffing

Contractor must operate continuously throughout the term of any MAWO issued under this Master Agreement with at least the minimum number of staff required by County. Such personnel must be qualified in accordance with standards established by the County. In addition, Contractor must comply with any additional staffing requirements which may be included in a MAWO or the Exhibits attached hereto.

During the term of this Master Agreement, Contractor must have available and must provide upon request to authorized representatives of the County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also must indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Master Agreement, Contractor must, prior to filling said vacancy, notify the County's Director. Contractor must provide the above set forth required information to the County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to any MAWO issued under this Master Agreement.

Contractor must institute and maintain a training/staff development program pertaining to those services provided under any MAWO issued under this Master Agreement. Appropriate training/staff development must be

provided for treatment, administrative, and support personnel. Training activities must be planned and scheduled in advance, and must be conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

8.47 Record Retention and Audits

8.47.1 Service Records: Contractor must maintain all service records related to any MAWO issued under this Master Agreement for a minimum period of seven years following the expiration or prior termination of this Master Agreement. Contractor must provide, upon request by the County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

8.47.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by the Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at: [AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](https://lacounty.gov/AC-CAAH)

If any MAWO issued under this Master Agreement is federally funded, Contractor must adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records must clearly reflect the actual cost of the type of service for which payment is claimed and include, but not be limited to:

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

- (4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Contract budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under any MAWO issued under this Master Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Master Agreement and for a minimum of seven years following expiration or earlier termination of this Master Agreement, or until federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 10 Days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay the County for all travel, per diem, and other costs incurred by the County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to the County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon the Director's request. The Director's request will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to the County. In any event, Contractor agrees to make available the original documents of such fax and e-

mail records when requested by the Director for review as described hereinabove.

- 8.47.3 Preservation of Records: If, following termination of this Master Agreement, Contractor ceases doing business or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.
- 8.47.4 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement or any MAWO issued under this Master Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).
- 8.47.5 Independent Audit: Contractor's financial records must be audited by an independent auditor in compliance with 2 CFR 200.501, for every year that this Contract is in effect. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is/are not delivered by Contractor to the County within the specified time, the Director may withhold all payments to Contractor under all service agreements between the County and Contractor until such report(s) is/are delivered to the County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by the County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

8.47.6 **Federal Access to Record**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven years following the furnishing of services under any MAWO issued under this Master Agreement, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorize representatives, the agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents and records of the subcontractor.

- 8.47.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with the County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Master Agreement and any MAWO issued under this Master Agreement and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which the County will reimburse Contractor its customary charge for record copying services, if requested. The Director will provide Contractor with at least 10 business days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

The County may conduct a statistical sample audit/compliance review of all claims paid by the County during a specified period. The sample will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review the County's findings on Contractor, and Contractor will have 30 Days after receipt of the County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit, or sample, will be applied to the total County payment made

to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to the County. The County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

8.47.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by the County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to the County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.
- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, Contractor must repay the County the difference immediately upon request, or the County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Master Agreement, such audit finds that the units of service, allowable costs of services, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by the County, then the difference may be paid to Contractor, not to exceed any applicable County maximum MAWO obligation.
- (4) In no event will the County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor's actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

- 8.47.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph will constitute a material breach of this Master Agreement upon which Director may suspend or County may immediately terminate this Master Agreement and any MAWO issued under this Master Agreement.

8.48 Service Delivery Site – Maintenance Standards

Contractor must ensure that the locations where services are provided under provisions of any MAWO issued under this Master Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, and landscaping, and remain in full compliance with all applicable local laws, ordinances, and regulations related to the property. The County's periodic monitoring visits to facilities where services are provided will include a review of compliance with the provisions of this Paragraph.

8.49 Subcontracting

- 8.49.1 The requirements of this Master Agreement may not be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.49.2 If Contractor desires to subcontract, Contractor must 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.
- 8.49.3 Contractor must 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.
- 8.49.4 Contractor remains fully responsible for all performances required of it under this Master Agreement and any MAWO issued under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.49.5 The County's consent to subcontract does 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 and any resultant MAWO issued under this Master Agreement. Contractor must notify its subcontractors of this County right.

- 8.49.6 The County's MAPD 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 must forward a fully executed subcontract to the County for its files.
- 8.49.7 Contractor is solely liable and responsible for all payments or other compensation to any subcontractor(s) and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.49.8 Contractor must obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents before any subcontractor employee may perform any work hereunder.

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

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.16 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement or any MAWO issued under this Master Agreement, pursuant to Paragraph 8.52 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.51 Termination for Convenience

- 8.51.1 The County may terminate this Master Agreement and any MAWO issued hereunder, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.
- 8.51.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must immediately:
- Stop work under this Master Agreement and any MAWO issued under this Master Agreement, as identified in such

notice;

- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.51.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or any MAWO issued under this Master Agreement must be maintained by Contractor in accordance with Paragraph 8.47 (Record Retention and Audits).

8.52 Termination for Default

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

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

8.52.2 In the event that the County terminates this Master Agreement, in whole or in part, as provided in Paragraph 8.52.1, 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. Contractor will be liable to the County for the costs of such similar goods and services. Contractor will continue the performance under any MAWO issued under this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.52.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.52.2 if its failure to perform this Master Agreement, including any MAWO issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts

of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign or contractual 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.52.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.52.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.52, it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.52, or that the default was excusable under the provisions of Paragraph 8.52.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.51 (Termination for Convenience).
- 8.52.5 The rights and remedies of the County provided in this Paragraph 8.52 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.53 Termination for Improper Consideration

- 8.53.1 The County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Master Agreement and any resultant MAWO issued under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement or any resultant MAWO. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.53.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud

Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.54 Termination for Insolvency

- 8.54.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

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

- 8.54.2 The rights and remedies of the County provided in this Paragraph 8.54 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.55 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement or any MAWO issued under this Master Agreement.

8.56 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement or any MAWO issued under this Master Agreement during any of the County's future fiscal years, unless and until the Board appropriates funds for this Master Agreement or any resultant MAWO in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for any MAWO issued under this Master Agreement, then any such MAWO will terminate as of June 30th of the last fiscal year for which funds were appropriated. The County will notify

Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.57 Validity

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

8.58 Waiver

No waiver by the County of any breach of any provision of this Master Agreement or any MAWO issued under this Master Agreement will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.58 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.59 Warranty Against Contingent Fees

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

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

8.60 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#), the County's Defaulted Property Tax Reduction Program.

8.61 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.60 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, Contractor's failure to cure such default within 10 Days of notice will be grounds upon which the County may terminate this Master Agreement or any MAWO issued under this Master Agreement, and/or pursue Contractor debarment pursuant to [Los Angeles County Code Chapter 2.202](#).

8.62 Time off For Voting

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

8.63 Injury and Illness Prevention Program

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

8.64 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

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

9.1.1 The parties acknowledge the existence of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity"

under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 9.1.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to Contractor's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.1.3 Contractor and the County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it will indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

9.2 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 Exhibit F (Charitable Contributions Certification), the County seeks to ensure that if Contractor receives or raises charitable contributions, it is in compliance with California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either Master Agreement or MAWO termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 The County is the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through

Contractor's work pursuant to this Master Agreement and any resultant MAWO. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement and any MAWO issued under this Master Agreement.

- 9.3.2 During the term of this Master Agreement and for five years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement and any resultant MAWO. The County will have the right to inspect, copy, and use, at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, the County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.4 Contractor Performance During Civil Unrest or Disaster

Contractor recognizes that the County provides essential services to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement is considered a material breach by Contractor for which the

County may immediately suspend or terminate this Master Agreement or any MAWO issued under this Master Agreement.

9.5 Licenses, Permits, Registrations, Accreditations, and Certificates

Contractor must obtain and maintain during the term of this Master Agreement, all appropriate licenses, permits, registrations, accreditations, degrees, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor must ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor must provide a copy of each license, permit, registration, accreditation, and certificate upon request of Public Health at any time during the term of this Master Agreement.

9.6 No Intent to Create a Third-Party Beneficiary Contract

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person acquires any rights as a third-party beneficiary under this Master Agreement or any MAWO issued under this Master Agreement.

9.7 Contractor's Exclusion from Participating in Federally Funded Program

9.7.1 Contractor hereby warrants that neither it nor any of its staff members is/are restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify the Director within 30 Days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

9.7.2 Contractor must indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

9.7.3 Contractor's failure to meet the requirements of this Paragraph constitutes a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement or any MAWO issued under this Master Agreement.

9.8 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 D.F.R.

Part 76)

Contractor hereby acknowledges that the County is prohibited from contracting with, and making sub-awards to, parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor's failure to comply with this provision constitutes a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement or any MAWO issued under this Master Agreement.

9.9 Whistleblower Protections

- 9.9.1 Per federal statute 41 U.S.C. Section 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.
- 9.9.2 Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the

contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

- 9.9.3 The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce; and contractors and grantees must include such requirements in any agreement made with a subcontractor or subgrantee.

9.10 Most Favored Public Entity

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

9.11 Compliance with County's Child Wellness Policy

This Master Agreement and any resultant MAWO is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy. As required by the Child Wellness policy, Contractor must make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

9.12 Board of Directors, Advisory Board and Organizational Chart

9.12.1 Board of Directors:

Contractor's Board of Directors must serve as Contractor's governing body. Contractor's Board of Directors must be comprised of a minimum of not less than five members, who are all at least 18 years of age, and should include representatives of the population group(s) being served under any MAWO issued under this Master Agreement; must meet at least four times each calendar or fiscal year, or not less than quarterly; and must record minutes or statements of proceedings which include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which must be available for review by federal, State, or County representatives. The Board of Directors must have a quorum

present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors must review all Contractor contract related activities. Specific areas of responsibility include executive management, personnel management, fiscal management, fundraising, public education and advocacy, Board recruitment and Board member development (i.e., training and orientation of new Board members), and ongoing in-service education for existing members.

9.12.2 Advisory Board or Group:

Contractor must establish and maintain an advisory board or group consisting of five or more persons. The advisory board or group will advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board or group will consist of people who reside in, or represent the interests of, the community being served. In establishing an advisory board or group, Contractor must demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. Contractor's own Board of Directors may function as the advisory board with the prior written approval of the County's Director. When Contractor's Board of Directors is allowed to function as an advisory board, it must meet at least four times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

9.12.3 Organizational Chart:

During the term of this Master Agreement, Contractor must maintain and have available an organizational chart detailing lines of authority and incumbents for the organization. Contractor must make the most current version of the organizational chart available upon request by any federal, State, or County representative.

9.13 Staffing and Training

- A. Recruitment and Hiring of Staff: Contractor must fill any vacant budgeted position within 60 Days after the vacancy occurs. (Approval of any exceptions to this requirement must be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor must comply with any additional staffing requirements which may be included in any MAWO(s) issued under this Master Agreement.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

- B. Training: Contractor must ensure each administrative (i.e., management) and service (i.e., treatment and support personnel) staff member receives mandated trainings, based on role, during each fiscal year while this Master Agreement is in effect. Mandated trainings for all staff include, but are not limited to: HIV/AIDS/STI/other communicable diseases, Cultural Competence, CPR/First Aid, confidentiality, and other trainings as described in the most current version of the *Provider Manual* and as may be required by the State.

Additional trainings for clinical staff include, but are not limited to: Motivational Interviewing, Cognitive Behavioral Therapy, American Society of Addiction Medicine (“ASAM”) Criteria, overdose reversal, and other trainings as described in the most current version of the *Provider Manual*, as required by SAPC Bulletins, and as additional trainings as required by the State.

All training received during the term of this Master Agreement must be included in the personnel file of all administrative and service staff employed by Contractor. Contractor must have available and provide upon request by authorized representatives, a copy of all certificates, sign-in sheets, or other related documented confirmation of training. Contractor must ensure that all staff receive the necessary training to possess the requisite qualifications, knowledge, and skills to perform their duties competently according to best practices. Contractor must ensure that relevant staff attend all County-mandated trainings as outlined at the beginning of each fiscal year.

- C. Staff certification and licensing: Contractor must ensure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration must be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor must ensure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4, Chapter 8, Section 13005, CCR) comply with the code of conduct, pursuant to Section 9 CCR Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

- D. Residential and Detoxification Services: If residential and/or detoxification services are provided hereunder, all staff providing direct services to program participants must receive cardiopulmonary resuscitation ("CPR") training. Within six months after beginning employment with Contractor, such staff must complete the Standard Red Cross First Aid Class ("First Aid") or equivalent training. Contractor must ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Master Agreement, all CPR and First Aid certificates which are applicable to their performance hereunder.

Additionally, such staff must be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions, shock, pain, bleeding, and coma.

Contractor must keep records of training and continuing education in the personnel files of all administrative and direct service staff.

- E. Services for Youth: If services for youth are provided hereunder, Contractor must ensure that services are developed and implemented pursuant to the most current version of the [Adolescent Substance Use Disorder Best Practices Guide](#).
- F. The following requirements apply to employees and volunteers involved in the provision of as-needed SUD treatment services at County Behavioral Health Facilities and must be documented in each individual's personnel file:
- (1) All staff employed by Contractor and subcontractor(s), if applicable, must not have been on active probation or parole within the last three years, and must have a Live Scan fingerprint check for criminal history background in accordance with Paragraph 7.5 of this Master Agreement, Background and Security Investigations, prior to employment. Contractor must not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by the County (e.g., felonies, falsification of public records, sex offenses, and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by Public Health, and if the youth program is funded by the Probation Department, by the Probation Department. The County reserves the right to prohibit any such person performing services under this Master Agreement or any MAWO issued under this Master Agreement.

- (2) Employees working with youth must have at least two years of prior experience in a youth program or in the alternative, two years of prior experience working with youth.
- (3) Counselors working with youth in treatment must be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8.
- (4) All staff must be trained in child abuse reporting and neglect issues, as well as the statutory requirements of mandated reporters in accordance with the Child Abuse and Neglect Reporting Act ("CANRA").

G. Contractor must have a policy and signed employee statement prohibiting sexual harassment and sexual contact between clients/participants, service employee staff, and administrative staff, including members of the Board of Directors. The signed employee statement must be kept in each staff, volunteer, and Board of Director members' personnel file. The policy and signed employee statement must state that sexual harassment and sexual contact is prohibited between clients/participants, service employee staff, and administrative staff, including members of the Board of Directors. Contractor must include this prohibition policy as part of an overall client/participant's rights statement which must be given to client/participants at the time of admission into the facility. Such prohibition must remain in effect for no less than six months after a client/participant exits the recovery service program.

H. Contractor must designate at least one employee as a "[Disability Access Coordinator](#)" to ensure appropriate reasonable accommodation to access program services and to receive and resolve complaints from disabled individuals regarding access to services.

9.14 Participant Eligibility

Contractor must determine and confirm eligibility for participants to receive SUD services and financial coverage (Medi-Cal, insurance, or other third-party payer). Medi-Cal is the first payor of services for persons with SUD who are being served under any MAWO issued under this Master Agreement. Within 90 Days after a participant is first given services under any MAWO issued under this Master Agreement, Contractor must document that all potential sources of payments to cover the costs of participant services have been identified, and that Contractor, or such participant, has attempted to verify participant's eligibility for Medi-Cal. In addition to the requirements set forth under this Paragraph, Contractor must provide a written certification to the County stating whether the participant is eligible for Medi-Cal, insurance, or other third-party coverage. Contractor

must retain such documentation and allow the County access to the same in accordance with Paragraph 8.47 of this Master Agreement, Record Retention and Audits.

9.15 Imposition of Charges and Fees

In accordance with federal, State, and County laws and regulations, no fees, additional charges, waitlist payments, deposits, or any other type of monetary requirements may be imposed on any client/participant receiving DMC-ODS services under this Master Agreement or any resultant MAWO. Contractor's failure to comply with this requirement may result in the withholding of payments or other MAWO actions, i.e., MAWO suspension or termination.

9.16 Evaluation of Services

Contractor will provide services to the County as described and as summarized in MAWO(s) issued under this Master Agreement, along with related Statement(s) of Work.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation components may include, but are not limited to: interviews of program administrators, staff, and client/participants; questionnaires; observation of staff in-service training and staff delivery of services to client/participants; review and abstraction of information from participant records; the Los Angeles County Participant Reporting System ("LACPRS") for both admission and discharge information; the reporting of services received by selected participants; and other evaluation activities. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances, and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County, with additional oversight by a County-appointed advisory group.

9.17 Emergency Medical Treatment

Participants treated under any MAWO issued under this Master Agreement who require emergency medical treatment for physical illness or injury must be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care may not be a charge to County nor reimbursable to Contractor hereunder.

9.18 Tobacco-Free and Cannabis-Free Environment and Tobacco and Cannabis Awareness

Contractor must provide a tobacco-free/cannabis free environment and develop tobacco and cannabis awareness at the locations (i.e., facilities)

where services are provided under MAWO(s) issued under this Master Agreement by taking the following actions:

- 9.18.1 Prohibiting smoking and vaping of any substance in all areas within the facilities.
- 9.18.2 Prohibiting smoking and vaping of any substance within 50 feet of doors and windows at all program facilities.
- 9.18.3 Integrating information regarding nicotine, cannabis smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.
- 9.18.4 Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under any MAWO issued under this Master Agreement. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the MAWO, or termination of this Master Agreement or the MAWO, or both.

9.19 Drug Free Workplace

Contractor must comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Work place Act of 1990) and provide a drug free workplace, in the provision of services herein, by taking the following actions:

- 9.19.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).
- 9.19.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
- 9.19.3 Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the services under any MAWO issued under this Master Agreement:
 - 1. Be given a copy of the County's drug-free policy statement; and

2. As a condition of providing services under any MAWO issued under this Master Agreement, agree to abide by the terms of the published statement.

Contractor's failure to comply with the above-listed requirements may result in the County withholding payments to Contractor for services provided under any MAWO issued under this Master Agreement, or termination of the MAWO or this Master Agreement, or both, and Contractor may be ineligible for future County contracts if the County determines that any of the following has occurred:

1. Contractor has made a false certification; or
2. Contractor has violated the certification by failing to carry out the requirements as noted above.

9.20 Human Immunodeficiency Virus (“HIV”)/Acquired Immune Deficiency Syndrome (“AIDS”) Education

- 9.20.1 Contractor must ensure that its Board of Directors reviews and adopts an HIV/AIDS policy that includes all elements of this Paragraph 9.20.
- 9.20.2 Contractor must develop policies and procedures which are adopted by Contractor's Board of Directors, that address priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive participants.
- 9.20.3 Contractor must develop and implement policies and procedures for staff and participants and must designate an HIV/AIDS resource person who will be Contractor's liaison to SAPC, and designate and document this person's responsibilities.
- 9.20.4 The HIV/AIDS resource person must attend required meetings and trainings relative to HIV and substance (e.g. HIV Drug and Alcohol Task Force, etc.). The HIV/AIDS resource liaison must ensure participants are aware of such training and educational opportunities.
- 9.20.5 The HIV/AIDS resource person must distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form must be maintained in each employee's personnel file. Contractor must institute regular re-evaluation of the HIV/AIDS policy and recommended changes or addendum when warranted by changes in HIV/AIDS care or epidemiology, and/or in federal or State law.
- 9.20.6 The HIV/AIDS resource person must develop an overall HIV/AIDS educational plan which includes, but is not limited to, HIV prevention, HIV transmission, basic HIV information, risk-

reduction, and local resources. This plan must include a curriculum for staff and participants, as well as a system to document staff and participant participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form must be maintained in each client/participant's file. The curriculum must include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).

- 9.20.7 Contractor must maintain signage and educational materials regarding reducing the risk of HIV virus transmission in its program facility(ies) and incorporate into its services. Staff and participants must be provided with current, up-to-date brochures and other educational materials which are reflective of the population served by Contractor, in culturally appropriate formats and languages. Printed materials must provide information on risk-reduction and testing, in addition to whatever information is deemed appropriate for the population(s) served by Contractor. Materials must be in stock, visible, and easily available to client/participants, and in compliance with Paragraph 9.26 - Compliance with Culturally and Linguistically Appropriate Services Standards (CLAS).
- 9.20.8 Contractor must make available to all participants and employees the location(s) of HIV/AIDS counseling and confidential testing sites and treatment centers within Los Angeles County.
- 9.20.9 Contractor must develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients/participants, and make referrals when appropriate, while clients/participants are in the program and for discharge planning.
- 9.20.10 Contractor may not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and/or bi-sexual men/women, sex workers, etc.) or have been diagnosed with HIV/AIDS.
- 9.20.11 Contractor must consider priority admission for all client/participants with HIV/AIDS.
- 9.20.12 Contractor must comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of the client/participant.
- 9.20.13 If Contractor is not able to provide HIV/AIDS services at the location where services under any MAWO awarded under this Master Agreement are provided, Contractor must make every effort to link client/participants to available services. At client/participant's choice, Contractor must provide interim

services as defined in 45 CFR 96.121 until the individual is admitted into a program, including at a minimum, counseling, and education about HIV, transmission prevention, the risk of transmission to sexual partners and infants, and appropriate HIV services/treatment. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as prenatal care.

9.21 Message Regarding the Unlawful Use of Tobacco Use of Alcohol and Other Drugs

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under any resulting MAWO, including but not limited to those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, must all be produced in accordance with the requirements of California Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and must specifically contain a clear statement that promotes no unlawful use of alcohol and other drugs and that the unlawful use of alcohol and other drugs is both illegal and dangerous.

Contractor must provide SAPC with any audio, printed, video, or other materials planned for general public dissemination for review upon SAPC's request.

9.22 Child/Elder Abuse Fraud Report

- 9.22.1 Contractor's mandated reporting staff working under any MAWO issued under this Master Agreement that are subject to California Penal Code (PC) Section 11164 et seq. must comply with the reporting requirements described in PC Section 11164 et seq. and must report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working under any MAWO issued under this Master Agreement must make the report on such abuse, and must submit all required information, in accordance with PC Sections 11166 and 11167.
- 9.22.2 Child abuse reports must be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.22.3 Contractor's mandated reporting staff working under any MAWO issued under this Master Agreement that are subject to California Welfare and Institutions Code ("WIC"), Section 15600 et seq. must comply with the reporting requirements described in WIC Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a

local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff must make the report on such abuse, and must submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

9.22.4 Elder abuse reports must be made by telephone to the Aging and Disabilities Department hotline at (800) 992-1660 within one business day from the date Contractor became aware of the suspected instance of elder abuse.

9.22.5 Contractor staff providing services under any MAWO issued under this Master Agreement must also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970 unless otherwise restricted by law from disclosing such information.

9.23 Nondiscrimination and Institutional Safeguards for Religious Providers

42 CFR Part 54 applies to organizations which meet the definition of a religious organization. This provision applies to the provision of federal funds for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations are eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits State or local governments receiving federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides a program client/participant with right to receive services from an alternative provider if the program client/participant objects to the religious character of the program. Contractor must have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals must be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notice of such referrals must be made to SAPC in writing.

9.24 Automated Los Angeles County Participant Reporting System (LACPRS)

Contractor must participate and cooperate in the automated LACPRS or an enhanced replacement system. For the purpose of reporting data, Contractor will enter client information and services provided to each client directly into the LACPRS via Internet or data exchange. In order to access LACPRS, Contractor must use a computer that includes but is not limited

to: peripherals hardware, software, cable lines and connections, Internet access and modem to establish and maintain connectivity to LACPRS. Contractor must provide all necessary maintenance for the computer and related equipment, and ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor must ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by the County.

9.25 Performance Improvement Plans and Performance Measures

- 9.25.1 Contractor is required to submit its annual performance improvement plan (“PIP”) by August 1 of each year. This PIP must include at least one clinical and one non-clinical plan addressing the most critical barriers to treatment identified by Contractor based on CalOMS, Substance Abuse Service Helpline (“SASH”), Client Engagement and Navigation Services (“CENS”), and/or other data reports.
- 9.25.2 Contractor's performance under this Master Agreement will be measured against pre-established performance measures and benchmarks. The County will provide Contractor with the established performance measures and benchmarks in advance and provide a report of Contractor's performance through “dashboards”. Contractor is required to review the dashboards quarterly (at minimum) and implement actions to achieve any unmet standard for the reviewed period. SAPC will also review these dashboards quarterly and send a written notice to Contractor and/or require technical assistance to support achievement of the benchmark prior to the end of the fiscal year. For purposes of measuring Contractor's performance, the following apply:
1. Contractor is required to meet the County benchmarks set by SAPC for each type of service (e.g., outpatient, residential, withdrawal management, opioid treatment program.)
 2. If Contractor does not meet one or more of the benchmarks by the end of each fiscal year (June 30), SAPC will request a Corrective Action Plan (CAP) to be submitted by Contractor, in addition to the annual PIP.
 3. Failure by Contractor to submit the annual PIP and any CAP or response to a CAP, as requested by SAPC, may result in the withholding of payments.

9.26 Compliance with Culturally and Linguistically Appropriate Service Standards (CLAS)

Contractor must ensure that all services provided under any MAWO issued under this Master Agreement are delivered in a culturally and linguistically appropriate manner, in accordance with 42 CFR, part 438, the National CLAS Standards (available at <https://thinkculturalhealth.hhs.gov/clas> and as described in SAPC Bulletin 18-03, unless superseded by an updated version, or more current version, and the most current version of the *Provider Manual*. Contractor must ensure that, in accordance with all applicable federal, State, and local laws, rules, regulations, directives, guidelines, policies and procedures, clients/participants who have limited English proficiency, who are non-English monolingual, or who have a disability are provided information on the free language assistance services that are available to them, including prominent posting of language assistance services. These services include the provision of bilingual staff who are representative of the primary population(s) served, oral and sign language interpreters, and auxiliary aids and services (e.g., large print documents, braille, TTD/TTY, closed caption, etc.).

Contractor must ensure its policies, procedures, and practices are consistent with the CLAS standard and language assistance requirement and are incorporated into Contractor's organizational structure, as well as day-to-day operations.

Any materials that are client/participant informing (e.g., Patient Handbook, confidentiality forms, admission agreements, complaints/grievance forms, etc.) must have language taglines informing clients/participants that materials will be provided in other languages, upon request, and at no cost.

9.27 Restriction on the Distribution of Sterile Syringes/Needles

Contractor must ensure that none of the funds provided under any MAWO issued under this Master Agreement will be used for the distribution of sterile syringes.

9.28 Electronic Health Record System

Contractor must secure and utilize a certified and approved Electronic Health Record ("EHR") system. Contractor may choose to utilize the County's EHR, Sage, as its primary SUD EHR to meet this requirement. Contractor, regardless of whether it has its own EHR, is required to utilize the County's Sage system, or effectively interface with the Sage system, for submission of clinical materials for utilization management and quality improvement purposes and for billing purposes. Whether Contractor chooses to use Sage or its own EHR for clinical documentation, Contractor must ensure and maintain the appropriate technology, staff training, security practices, and information system to support the EHR functioning.

Should Contractor choose to utilize an EHR other than Sage, Contractor must ensure that the system meets all program requirements including, but not limited to appropriate configuration related to reimbursement rates, documentation requirements, benefit description, billing/claim submission, data systems (e.g., CalOMS), authorization requests and approved documentation templates. Contractor must ensure that all security and confidentiality requirements are met when utilizing an EHR, including the designation of user access, privacy/security training, and demonstrated training processes employed to ensure staff are able to use the EHR competently. Additionally, Contractor must have procedures to regularly monitor access for appropriate use, ensure there are practices in place to prevent inappropriate access, as well as the termination of user access within 24 hours of employment termination.

Contractor must develop, maintain, implement, and periodically review and update Outage Procedures, to lessen the impact on client/participant treatment and organizational operations during periods of planned or unplanned system outage.

Contractor must notify SAPC immediately in instances where there is a suspected data breach, data vulnerability, or incident where client/participant health information may have been compromised, consistent with the Information Security Requirements Exhibit attached to this Master Agreement.

9.29 Priority Populations

9.29.1 Contractor must establish protocols and procedures to identify, engage, and enroll into treatment, priority populations as listed herein and in accordance with Substance Abuse Prevention and Treatment Block Grants. Priority populations include pregnant injection drug users, pregnant substance users, injection drug users, and client/participants with HIV/AIDS.

9.29.2 In accordance with 45 CFR 96.126, if SUD treatment services are not immediately available, Contractor will secure interim services for the patient which will include at minimum, counseling and education. Contractor will maintain contact with the client/participant to ensure transition into treatment.

9.30 Perinatal Services

If Contractor is authorized by the County to treat pregnant and/or parenting women, Contractor must ensure that all services being provided are in accordance with the latest version of the State's Perinatal Practice Guidelines. Additional information on pregnant and parenting women services are available in the most current version of the *Provider Manual*.

9.31 Medications for Addiction Treatment

Contractor must develop and implement protocols to ensure that medications for addiction treatment services are discussed and offered as a concurrent treatment option for all adult clients/participants enrolled in DMC-ODS treatment for whom they are clinically appropriate. This includes those with opioid and/or alcohol use disorders, and other substance use disorders for which the medication for addiction treatment has been FDA-approved. Necessary and appropriate medication for addiction treatment should also be made available to youth under the age of 18, on a case-by-case basis, with necessary authorizations submitted to SAPC, as clinically warranted.

9.32 Evidence-Based Practices

Contractor must incorporate, at a minimum, the following two evidence-based practices into all treatment services and maintain a protocol for ensuring fidelity to these practices:

9.32.1 Motivational Interviewing: A client/participant-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment by paying particular attention to the language of change.

9.32.2 Cognitive Behavioral Therapy ("CBT"): According to the National Institute of Drug Abuse's *Principles of Drug Addiction Treatment: A Research-Based Guide*, "Cognitive-behavioral strategies are based on the theory that in the development of maladaptive behavioral patterns like substance abuse, learning processes play a critical role. Individuals in CBT learn to identify and correct problematic behaviors by applying a range of different skills that can be used to stop drug abuse and to address a range of other problems that often co-occur with it. A central element of CBT is anticipating likely problems and enhancing client/participant self-control by helping them develop effective coping strategies. Specific techniques include exploring the positive and negative consequences of continued drug use, self-monitoring to recognize cravings early and identify situations that might put one at risk for use and developing strategies for coping with cravings and avoiding those high-risk situations.

9.33 Access to Treatment

Contractor must develop and implement procedures and protocols to ensure compliance with State and County timely access to treatment standards for all DMC-ODS eligible beneficiaries. These standards are described in the most recent version of the *Provider Manual* and must include the following:

A. Screening for emergency medical conditions pursuant to 42 CFR

438.114 and immediate referral to emergency medical care;

- B. Assessment beginning within no more than five Days after screening or referral (unless the beneficiary requests a specific preference);
- C. How Contractor will offer referrals to another provider or assist with referrals through SASH when timeliness standards cannot be met, (waitlists are not allowed); and
- D. Ensuring there are not additional barriers to care, including but not limited to, unreasonable pre-entry requirements, additional fees/payments, etc. Contractor's failure to meet timely access standards may result in the withholding of payment or other contract action, including but not limited to Master Agreement or MAWO suspension or termination.

9.34 Service and Bed Availability Tool

Contractor must adhere to all requirements related to maintaining accurate and timely profile management of the Service and Bed Availability Tool ("SBAT"), the County's web-based provider directory. Requirements include, but are not limited to the following:

- A. Accurate input of intake bed availability as beds become available, on at least a daily basis;
- B. Accurate input of other SBAT information, as directed by SAPC; Notification to the County within 10 Days of any changes to SBAT-related information, including changes to Licensed Practitioner of the Healing Arts (LPHA) working within their scope of practice at each facility location;
- C. Timely completion of all SBAT surveys and forms; and
- D. Appropriate use when utilizing the SBAT to facilitate referrals. Failure to adhere to these requirements may result in removal from SBAT and other Master Agreement actions, including but not limited to Master Agreement and/or MAWO suspension or termination.

9.35 Treatment Authorizations

Contractor is responsible for securing appropriate treatment authorizations, including the submission of complete and mandated paperwork, in accordance with the most current version of the *Provider Manual* and the *Checklist of Required Documentation for Utilization Management* available on the SAPC website. Contractor assumes financial responsibility for any services provided for which an authorization is ultimately not provided.

9.36 Annual Network Adequacy Certification

Contractor is required to annually submit to SAPC information on its ability to meet timely access and adequacy standards for each facility location

where services under any MAWO issued under this Master Agreement are provided, or more frequently as directed by SAPC. Contractor must develop and implement policies and procedures for ensuring availability and submission of Network Adequacy Certifications information, including, but not limited to, information on the number of Medi-Cal patients served by each facility, proximity to public transportation, language assistance services provided by each facility, the Medi-Cal patient caseload of each LPHA/counselor providing direct services, the language proficiency for each LPHA/counselor. Contractor's failure to submit the requested information, documents, or materials within the indicated deadline may result in the withholding of payments or other MAWO actions, including but not limited to MAWO or Master Agreement suspension or termination.

9.37 Tuberculosis (TB) Program Requirements

Contractor must implement infection control procedures that are consistent with Title 17 of the California Code of Regulations, Section 2500, to prevent the transmission of TB, including screening and identifying those individuals at high risk of becoming infected, and reporting all individuals with active TB to the Los Angeles County TB Control Program.

9.48 Prohibition on Political Activity

Contractor may not use any MAWO funds to engage in any political activities or fund any politically motivated activities.

10.0 Survival

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

Paragraph 7.6	Confidentiality
Paragraph 8.24	Governing Law, Jurisdiction, and Venue
Paragraph 8.26	Indemnification
Paragraph 8.27	General Provisions for all Insurance Coverage
Paragraph 8.47	Record Retention and Audits
Paragraph 8.58	Waiver
Paragraph 9.3	Ownership of Materials, Software and Copyright

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IN WITNESS WHEREOF, the Board has caused this Master Agreement to be subscribed by its Director of Public Health and Contractor has caused this to be subscribed in its behalf by its duly authorized officer, the month, day and year first written above.

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON
County Counsel:

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

07849:jt

EXHIBITS

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D SAMPLE MASTER AGREEMENT WORK ORDER
- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST
- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F CHARITABLE CONTRIBUTIONS CERTIFICATION
- G SUBSEQUENT EXECUTED MAWOs (NOT ATTACHED)
- H INFORMATION SECURITY AND PRIVACY REQUIREMENTS

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Karen Buehler
Title: Director, Division of Contracts and Grants
Address: 313 N. Figueroa Street
Los Angeles, CA 90012
Telephone: (213) 600-2753
E-mail Address: kbuehler@ph.lacounty.gov

COUNTY'S PROJECT DIRECTOR:

Name: Antonne Moore
Title: Program Implementation Manager
Address: 1000 S. Fremont Avenue, Unit 34
Alhambra Ca 91803
Telephone: 626-299-4133
E-mail Address: anmoore@ph.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Setareh Yavari
Address: 1000 S. Fremont Avenue, Unit 34
Alhambra, CA 91803
Telephone: 626-299-4532
E-mail Address: syavari@ph.lacounty.gov

COUNTY'S MASTER AGREEMENT WORK ORDER DIRECTOR:

Name: Will be determined at the time of the Work Order Solicitation
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: Will be determined at the time of the Work Order Solicitation
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

SAMPLE MASTER AGREEMENT WORK ORDER

A STATEMENT OF WORK MUST BE ATTACHED TO EACH INDIVIDUAL WORK ORDER

Master Agreement Number: PH-00xxxx

Work Order Number: PH-00xxxx-Wx

**COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH
SAMPLE MASTER AGREEMENT WORK ORDER
FOR
SUBSTANCE USE SUPPORTIVE SERVICES**

[CONTRACTOR NAME]

This Master Agreement Work Order (MAWO) and its attachments hereto is made and entered into on _____, by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" or "Department" or "Public Health" and [Contractor Name], hereinafter referred to as "Contractor". Contractor is located at [Address].

RECITALS

WHEREAS, on [Mo/Day/Year] the County and Contractor entered into Master Agreement Number PH-00xxxx to provide Substance Use Supportive Services for the Department of Public Health (Public Health); and

WHEREAS, Contractor submitted a response to Work Order Solicitation (WOS) Number CBHF-WOS-XXX [Project Title] released by the County on [Mo/Day/Year], for Substance Use Disorder (SUD) treatment services at County Behavioral Health Facilities; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this MAWO and under the terms and conditions listed in the Master Agreement and set forth herein; and

WHEREAS, all terms of the Master Agreement PH-00XXXX remain in full force and effect.

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

Attachments:

Attachment A:	Statement of Work (to be attached to the MAWO)
Attachment B:	Scope(s) of Work (to be attached to the MAWO)
Attachment C:	Budget(s) (to be attached to the MAWO)
Attachment D:	Contractor's Acknowledgment and Confidentiality Agreement
Attachment E:	County's Administration
Attachment F:	Contractor's Administration

2.0 WORK

Pursuant to the provisions of this MAWO, Contractor will fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work, and Attachment B, Scope of Work. This MAWO constitutes the complete and exclusive statement of understanding between the parties, relating to the subject matter of this MAWO.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

This MAWO is effective upon execution through [month/day/year], unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 MAWO BUDGET

The County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget. Contractor must not add or replace services or personnel without the prior written permission of the County MAWO Director or designee.

5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for the County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this MAWO, without cause, upon the giving of 10 Days' written notice to Contractor. As an alternative to cancellation, Director may, at their sole discretion, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written amendment.

6.0 FUNDING SOURCE

Provision of services under this MAWO for SUD treatment services in County Behavioral Health Facilities are 100% funded by [Enter Grantor Name] funds.

7.0 MAXIMUM TOTAL COST AND PAYMENT

7.1 The maximum obligation of County for all services provided hereunder is as follows:

A. For the period of _____ through _____, _____
(\$_____), as set forth in Exhibit C-1.

B. For the period of _____ through _____, _____
(\$_____), as set forth in Exhibit C-2.

7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget(s).

7.3 Contractor must satisfactorily perform and complete all required services in accordance with Attachment A, Statement of Work and Attachment B, Scope of Work, notwithstanding the fact that total payment from County will not exceed the Total Maximum Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the attachment(s) including, but not limited to, any time spent on the preparation for such activities.

7.4 Within 30 Days after expiration or termination of this MAWO, Contractor must submit to County's Project Manager, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County's Project Manager within the specified period described above will constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

7.5 The Director of Public Health may elect, or Contractor may request the Director of Public Health or designee, to execute Change Notices to the MAWO that authorize modifications to or within budget categories within each budget, and make corresponding service adjustments, as necessary; changes to hours of operation. As authorized by the Board, a written Change Notice must be signed by the Director, or designee, and Contractor, and incorporated into and become part of this MAWO pursuant to Paragraph 8.1 of the Master Agreement.

8.0 INVOICE AND PAYMENTS

8.1 Contractor must invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO.

8.2 Invoices under this MAWO must be submitted to County's Project Manager within 30 Days after the close of each calendar month during which the services were rendered. The County will make a reasonable effort to make payment within 30 Days following receipt of a complete and correct monthly invoice and in accordance with Attachment C, Budget(s).

Contractor must invoice County on a Cost Reimbursement basis, as reflected in Attachment C, Budget.

Cost Reimbursement:

- Salaries
- Employee Benefits
 - o At a minimum, the benefit package must include FICA, SUI, Disability Insurance, and Workers Compensation.
- Fixed Costs (if applicable)
- Operating Expenses
- Mileage and Travel
- Other Costs (including Consultants/Subcontractors)
- Indirect Costs

Invoices under this MAWO must be submitted to the address(es) set forth in Attachment E.

Contractor must invoice County on a fixed price for deliverable basis as reflected in Attachment C, Budget.

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify the following:

- The County MAWO number and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance;
- The total amount of the invoice; and
- Budget Attachment C.

While payments will be made in accordance with the fixed price per deliverable set out in the Budget(s), Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fixed price per deliverable set in the budget(s), Contractor will be reimbursed only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

9.0 CONFLICT OF INTEREST

- 9.1 No County employee whose position with the County enables such employee to influence the award of this MAWO or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this MAWO. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 9.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted, during the terms of this MAWO. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes but is not limited to, identification of all personnel implicated, and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph is a material breach of this MAWO and the Master Agreement.

37.0 MANDATORY COMPLETION DATE

Contractor must provide all deliverables no later than the completion date identified in the Statement of Work, Attachment A, and Scope of Work, Attachment B. Contractor must ensure all services have been performed by such date.

38.0 SERVICES

Contractor will not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that exceeds the Maximum Total Amount and Payment amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

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All Terms of the Master Agreement remain in full force and effect. The terms of the Master Agreement will govern and take precedence over any conflicting terms and/or conditions in this MAWO. Neither the rates nor any other specifications in this MAWO are valid or binding if they do not comply with the terms and conditions of the Master Agreement, regardless of any oral promise made to Contractor by any County Personnel, whatsoever.

In witness whereof, Contractor has executed this MAWO, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this MAWO to be executed on its behalf by the County's Director of Public Health or designee thereof, the month, day, and year first written above.

COUNTY OF LOS ANGELES

By: _____
Barbara Ferrer, PH.D., M.P.H., M.Ed.
Director

CONTRACTOR

By: _____
Signature

Printed Name

Title: _____

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By: _____
Contracts and Grants Division
Management

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

CERTIFICATIONS

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.

- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST
- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
 AGREEMENT

_____ SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

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

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

SERVICES
MASTER AGREEMENT WORK ORDER**CERTIFICATION OF NO CONFLICT OF INTEREST**

Contractor Name: _____

Work Order No.: _____ Master Agreement No.: _____

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

“Certain contracts prohibited.

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

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

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

 Signature of Authorized Official

 Printed Name of Authorized Official

 Title of Authorized Official

 Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____

Work Order No.: _____ 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 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 immediately 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 must 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: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

**SUBSEQUENT EXECUTED WORK ORDERS
(NOT INCLUDED)**

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit H sets forth information security procedures to be established by Contractor before the effective date of the Master Agreement and maintained throughout the term of the Master Agreement. These procedures are in addition to the requirements of the Master Agreement and any Business Associate Agreement between the parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information (hereinafter "PII"), Protected Health Information (hereinafter "PHI"), Medical Information (hereinafter "MI") and County's Confidential Information, against internal and external threats and risks; and

(ii) continuously review and revise those measures to address ongoing threats and risks.

Failure to comply with the minimum standards set forth in this Exhibit H will constitute a material, non-curable breach of contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Master Agreement or Master Agreement, to immediately terminate the Master Agreement and/or Master Agreement. Unless specifically defined in this Exhibit H, capitalized terms have the meanings set forth in Paragraph 2.0 of the Statement of Work (Attachment 1).

1. SECURITY PROGRAM

Contractor must establish and maintain a formal, documented, mandated, company-wide Information Security Program, including security policies, standards and procedures and security controls. The Information Security Program must be communicated to all Contractor personnel in a relevant, accessible, and understandable form and must be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor must screen and conduct background checks on all Contractor personnel accessing or viewing County's Confidential Information, including PII and PHI, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), must specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its personnel with appropriate, ongoing training regarding information security policies, procedures, risks, and threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION STANDARDS

If Contractor electronically transmits or stores PII, PHI, and/or MI, Contractor must comply with the encryption standards set forth below and incorporated into the Master

Agreement and any amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph, “PII” is defined as Personal Information in California Civil Code Section 1798.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

The County must receive within 10 business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth herein. In addition, Contractor must maintain a copy of any validation/attestation reports that its data encryption products generate and such reports must be subject to audit in accordance with the Master Agreement and/or Work Order. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 3 (Data Encryption Standards) must constitute a material breach of contract upon which the County may terminate or suspend the Work Order and/or Master Agreement.

4. ENCRYPTION STANDARDS – STORED DATA

Contractor's workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that are used to access, store, receive, and/or transmit County PII, PHI or MI require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required. Contractor's use of remote servers (e.g. cloud storage, Software-as-a- Service or SaaS) for storage of County PII, PHI, and/or MI is subject to written pre-approval by County's Chief Executive Office.

5. ENCRYPTION STANDARDS – TRANSMITTED DATA

All transmitted (e.g. network) County PII, PHI, and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

6. DESTRUCTION OF COUNTY PII, PHI, AND MI

If County's Confidential Information is no longer required to be retained by Contractor under the Master Agreement or applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing PII, PHI, and MI consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PII, PHI, and MI cannot be retrieved.

7. SECURITY OF SYSTEMS AND DEVICES

Contractor will use, as a minimum standard, manufacturer recommended hardware and software hardening settings to minimize the system risk exposure on all servers, workstations, PCs, and mobile devices. These systems will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged. All mobile devices storing County's Confidential Information (including PII, PHI, and MI) will be managed by a mobile device management system.

8. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of PII, PHI and MI to any form of Removable Media. For purposes of this Schedule, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g. Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

9. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to, and without limiting the requirements under Section 4 (Encryption Standards – Stored Data) and Section 5 (Encryption Standards – Transmitted Data), PII, PHI, MI and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements must apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including PII, PHI, and MI has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

10. HARDWARE RETURN

Upon termination or expiration of the Master Agreement or at any time upon County's request, Contractor must return all hardware, if any, provided by County containing PII, PHI, MI and/or County's Confidential Information to County. The PII, PHI, MI and/or County's Confidential Information must not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing PII, PHI, MI and/or County's Confidential Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of

destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within 15 days of termination or expiration of the Master Agreement or at any time upon County's request. Contractor's destruction or erasure of PII, PHI, MI and/or County's Confidential Information pursuant to this Section must be in compliance with industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

11. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor's facilities that process PII, PHI, MI, and/or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

12. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor must: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

13. ACCESS CONTROL

Contractor must implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- 13.1. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of properly configured firewalls;
- 13.2. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- 13.3. Applications will include access control to limit user access to information and application system functions; and
- 13.4. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor must record, review and act upon all events in accordance with incident response policies set forth below.

14. SECURITY INCIDENT

- 14.1. Contractor will promptly (within 24 hours) notify, after the detection of a Security Incident, the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- 14.2. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- 14.3. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention and/or authorized destruction of PII, PHI, MI and/or County's Confidential Information.
- 14.4. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

15. CONTRACTOR SECURITY AUDITS

Contractor must conduct annual independent security audits listed below in subsections 15.1 and 15.2. Contractor must provide to County a summary of: (1) the results of the security audits and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

- 15.1. One of the following: HITRUST Common Security Framework (CSF), ISO 27001:2013 (Information Security Management), or other audit(s) as approved by the Public Health Information Security Officer or designee. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.

- 15.1.1. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

- 15.1.2. **Internal Audit** – Audit conducted by Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's quality system ("CQS") in support of applicable regulations, standards, and requirements.

- 15.1.3. **Supplier Audit** – Quality audit conducted by Contractor personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

- 15.1.4. **Detailed findings** – are not published externally, but a summary of the

report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.

- 15.2. SSAE-16 (formerly known as SAS -70 II) or other audit(s) as approved by the Public Health Information Security Officer or designee – as to the Hosting Services only:

15.2.1. Audit spans a full 12 months of operation and is produced annually.

15.2.2. The resulting detailed report is available to County.

15.2.3. Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

16. SECURITY AUDITS

In addition to the audits described in Section 15 (Contractor Security Audits), during the term of the Master Agreement, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request and conduct a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than 90 days from the date of the request by County. County's request for security audit will specify the areas (e.g., administrative, physical and/or technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County must pay for all third party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor must cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of County's regulators must have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests and audits within reasonable timeframes.

17. CONFIDENTIALITY

- 17.1. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) PII (as defined below); and (c) any PHI under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive

legends.

17.2. County Data. All of County's Confidential Information, data, records and information of County, to which Contractor has access or which is otherwise provided to Contractor under the Master Agreement ("County Data"), must be and remain the property of County, and County must retain exclusive rights and ownership thereto. The County Data must not be used by Contractor for any purpose other than as required under the Master Agreement, nor will such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

17.3. Non-Exclusive Equitable Remedy. Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 17 must constitute a material breach of the Master Agreement and must be grounds for immediate termination of the Master Agreement in the exclusive discretion of County.

17.4. Personally Identifiable Information. "Personally Identifiable Information" means any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal, financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, PII must include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

17.4.1. Personally Identifiable Information. In connection with the Master Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients and customers, and may need to process such PII and/or transfer it, all subject to the restrictions set forth in the Master Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

17.4.2. Treatment of Personally Identifiable Information. Without limiting any other warranty or obligations specified in the Master Agreement, and in particular the Confidentiality provisions of the Work Order and/or Master Agreement, during the term of the Work Order and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII

in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third party, except as expressly required to perform its obligations in the Master Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with (a) this Agreement, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

17.4.3. Retention of Personally Identifiable Information. Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Master Agreement. As soon as Contractor no longer needs to retain such PII in order to perform its duties under this Master Agreement, Contractor will promptly return or destroy or erase all originals and copies of such PII.

17.5. Return of Confidential Information. On County's written request or upon expiration or termination of this Master Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Master Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 17.5(a), and provide a notarized written statement to County certifying that all documents and materials have been delivered to County or destroyed, as requested by County. On termination or expiration of the Master Agreement, County must return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the deliverables and/or the licensed software), at Contractor's option.