

# department of economic opportunity

COUNTY OF LOS ANGELES

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May 12, 2026

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

Dear Supervisors:

### **REQUEST FOR APPROVAL TO AWARD MASTER AGREEMENTS AND WORK ORDERS FOR JUSTICE SUPPORT SERVICES (ALL SUPERVISORIAL DISTRICTS – 3 VOTES)**

#### **SUBJECT**

Request approval for the Department of Economic Opportunity (DEO) to award and execute Master Agreements and Work Orders with multiple entities qualified under the Justice, Care and Opportunities Department's (JCOD) Request for Statement of Qualifications (RFSQ) solicitation for Justice Support Services on an as-needed basis.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of the LA County Department of Economic Opportunity (DEO) or designee, to:  
(a) prepare and execute new Justice Support Services Master Agreements (JSSMA), substantially similar to Attachment I, with any vendor who has an existing JSSMA with JCOD, effective upon the date of execution and effective, through no later than June 30, 2035 with an option to extend for up to an additional five (5) years; and (b) modify and/or waive any other County standard terms and conditions including, but not limited to, indemnification and insurance provisions, and when modifying and/or waiving insurance and indemnification provisions DEO shall consult with the Chief Executive Office (CEO) Risk Management Branch, subject to review and approval as to form by County Counsel.

2. Delegate authority to the Director of DEO, or designee, to execute amendments to any JSSMA, as necessary, to: (a) exercise existing and allowable optional extension terms; (b) add, delete, and/or change terms and conditions as required by law and/or to reflect federal, State, and County regulatory and/or policy changes, or as required by Board and CEO policies; (c) add, delete, modify and/or replace applicable exhibits, attachments, or substantially similar contract documents; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; (f) add, exercise, modify and/or waive any other County standard terms and conditions including, but not limited to, indemnification and insurance provisions, and when adding, exercising, modifying and/or waiving insurance and indemnification provisions DEO shall consult with the CEO Risk Management Branch; and (g) terminate for convenience, subject to review and approval as to form by County Counsel.
3. Delegate authority to the Director of DEO, or designee, to: (a) execute Work Orders (WO) which have been competitively solicited through Work Order Solicitations (WOS) for Justice Support Services for a term of up to three (3) years, with an option to extend up to an additional two (2) years, provided that existing budgeted resources are utilized and sufficient funding is available; (b) modify and/or waive any other County standard terms and conditions in each WO, including, but not limited to, insurance and indemnification provisions, and when modifying and/or waiving insurance and indemnification provisions DEO shall consult with the CEO Risk Management Branch; and (c) award funding for JSSMA WOs from Participating Funders (governmental, non-profit, and private organizations), subject to review and approval as to form by County Counsel, with written notice provided to your Board and the CEO on a monthly basis. Annually, DEO will provide your Board, the CEO, and County Counsel a listing of all approved vendors, executed and amended WOs, the total amount awarded to each vendor, as well as the total cumulative amount awarded to each vendor.
4. Delegate authority to the Director of DEO, or designee, to execute amendments to Work Orders to: (a) exercise optional term extensions, provided that existing budgeted resources are utilized and sufficient funding is available; (b) extend the term by up to two (2) additional years beyond the existing and allowable optional term extension, provided that sufficient existing funding is available; (c) add, delete, and/or change terms and conditions as required by law and/or to reflect federal, State, and County regulatory and/or policy changes, or as required by Board and CEO policies; (d) add, delete, modify or replace applicable exhibits, attachments, or substantially similar contract documents; (e) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (f) make non-material modifications for the following, and other similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; (g) revise the maximum contract amount and/or fee-for-

service rate to meet the County's service needs, provided that existing budgeted resources are utilized and sufficient funding is available; (h) add, exercise, modify and/or waive any other County standard terms and conditions including, but not limited to, indemnification and insurance provisions, and when adding, exercising, modifying and/or waiving insurance and indemnification provisions DEO shall consult with the CEO Risk Management Branch; (i) modify budget categories, category amounts and make corresponding service adjustments, as necessary; and (j) terminate the contract for contractor's default, County's convenience, or contractor initiates termination for convenience, subject to review and approval as to form by County Counsel, and with written notice provided to your Board and the CEO on a monthly basis.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

JCOD and DEO are among the nation's first agencies responsible for championing justice reform by unifying the County's efforts to serve justice-impacted and other vulnerable people and communities to break the cycle of overreliance on incarceration to create a more just and equitable society. The Departments are working to partner with County departments, community-based organizations, and the community to create a system of care and support that provides impactful opportunities for vulnerable people to thrive and succeed as essential and contributing members of our communities.

Approval of the recommended actions will allow the Departments to create a broad-spectrum, all-inclusive pool of qualified vendors, streamline their solicitation processes, and create and expand a broad range of programs that provide Justice Support Services. Qualifying service categories under Justice Support Services, include but are not limited to: Outreach and Engagement Services, Care Management Services, Housing Services, Workforce and Education Services, Legal Services, Supportive Services, Transportation Services, Capacity Building Services, Engagement & Communications Services, Consultant Services, Research & Evaluation Services, Interpretation and Translation Services, IT Services, Temporary Personnel Services, Flexible Subsidy Pool Services, and Youth Development Services. IT services WOs will be developed in consultation with the Office of the Chief Information Officer.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support the County's Strategic Plan: 1) North Star 1, Making Investments That Transform Lives: Focus Area Goal – Employment and Sustainable Wages, which supports job training, meaningful connections, and access to employment opportunities with emphasis on those who are experiencing barriers to employment, and Focus Area Goal – Support Vulnerable Populations, by addressing conditions which drive interaction with the carceral, law enforcement and justice system; 2) North Star 2, Foster Vibrant and Resilient Communities: Focus Area Goal – Care First, Jails Last, implements a new vision of community safety centered on health solutions and services provided in the community so that jails are the last option rather than the first and only response; and 3) North Star 3, Realize Tomorrow's Government Today: Focus Area Goal – Streamlined and Equitable Contracting and

Procurement, which aims to strengthen the County's capacity to detect and avoid conflicts of interest in contracting and procurement processes, and create more equitable access.

### **FISCAL IMPACT/FINANCING**

The JSSMAs will not have a fiscal impact. The County only incurs an obligation as individual Work Orders are awarded by JCOD and DEO on an as-needed basis. Funding amounts and sources for each WO will vary depending upon the services to be provided, the term of the WO, and the availability of funding. Expenditures resulting from these WOs will therefore vary from year to year. DEO is responsible for ensuring it has adequate funding in its operating budgets prior to requesting services under the JSSMA.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS/NEXT STEPS**

County Counsel reviewed the RFSQ before release and provided legal counsel throughout the RFSQ process. The recommended JSSMAs (Attachment I) include all County-required provisions, and County Counsel has approved them as to form. The DEO will ensure that all future WOs include all County-required provisions, unless Departments need to modify and/or waive any other County standard terms and conditions including, but not limited to, indemnification and insurance provisions, and when modifying and/or waiving insurance and indemnification provisions JCOD and DEO shall consult with the CEO Risk Management Branch, and will obtain County Counsel's approval as to form prior to execution. All vendors with whom JSSMAs and WOs are executed will be required to comply with all Board, CEO, and County Counsel requirements.

DEO will execute and administer the JSSMAs and be responsible for authorizing WO scopes of work, conducting WOs to select vendors, awarding and executing WOs, and approving work performed under WOs.

### **CONTRACTING PROCESS**

On November 4, 2024, JCOD released a RFSQ for Justice Support Services on the County's Doing Business with LA County website. JCOD and DEO have emailed all known potential providers of Justice Support Services. The RFSQ will remain open for the term of the MAs or upon the Departments' joint discretion. JCOD will execute MAs with any vendor who submits a Statement of Qualifications (SOQ) that meets the minimum qualifications, including those who have already qualified and are listed on Attachment II.

DEO will post WOs on the County's "Doing Business With Los Angeles County" website, and to the extent possible, on Departmental websites and social media platforms. The DEO may award WOs to the lowest bidder unless clear and compelling reasons to do otherwise exist, subject to County Counsel's approval.

The recommended MAs and corresponding subordinate Work Orders have been determined to not be subject to the County's Living Wage Program (County Code Chapter 2.201) and therefore are not classified as Proposition A agreements as these agreements are for temporary and intermittent services, and the work performed by these firms is highly technical in nature that require specialized training and/or skills. DEO will assess each WO for Prop A eligibility and ensure that any vendors with whom WOs are executed are in compliance with the County's Living Wage Program.

### **IMPACT ON CURRENT SERVICES OR PROJECTS**

Establishment of Master Agreements with pre-qualified vendors to provide as-needed Justice Support Services will allow for a simplified, streamlined and broad-spectrum solicitation and contracting process for JCOD and DEO. Approval of the Recommendations will enable JCOD and DEO to champion for equity in County contracting through an inclusive and innovative solicitation process and perform at a more efficient and effective level. It will allow JCOD and DEO to create and expand vital programs which serve vulnerable and disadvantaged populations in a more expedient fashion to improve their lives and prevent as much further harm as possible.

During the pandemic, the justice-involved population has been disproportionately impacted, which has resulted, and continues to result, in poor outcomes for justice-involved individuals in the County. These circumstances raise the need to alter the County's administrative procedures to provide swift and effective services to the impacted justice-involved community. Here, the need to expedite execution of critical contractual transactions is necessary for the County to meet its mission concerning the justice-involved population. In this regard, execution of JSSMAs through a streamlined contracting process is intended to expeditiously solicit and review proposals and execute agreements.

We anticipate positive impacts on the County, and JCOD's and DEO's service delivery systems, a strengthening of community-based organization (CBO) networks and service delivery systems, an erosion of the entrenched and concentrated economic, social, and justice-related disadvantages.

Ultimately, we are hopeful that a broad-spectrum, streamlined, inclusive contracting process through JCOD's and DEO's JSSMAs will improve outcomes for justice-involved individuals, young people and communities impacted by structural racism, poverty, and criminalization, and drive forward the County's efforts to enhance contracting opportunities for small, local and emerging businesses, CBOs and non-profit entities to foster inclusiveness, diversity and economic development, which has long been a key priority for the Board.

There will be no negative impact on current County services as a result of authorizing the execution of the proposed JSSMAs and WOs.

The Honorable Board of Supervisors  
May 12, 2026  
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**CONCLUSION**

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return one stamped copy of the approved Board Letter to DEO.

Should you have any questions, you may contact me directly, or your staff may contact Cynthia Bogdanovich, Administrative Deputy, at (213) 738-2736 or [cbogdanovich@opportunity.lacounty.gov](mailto:cbogdanovich@opportunity.lacounty.gov).

Respectfully Submitted,



KELLY LOBIANCO  
Director

KL:JK:CB:MY:dm

Attachments

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

**APPENDIX A**



**SAMPLE**

**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**JUSTICE, CARE AND OPPORTUNITIES DEPARTMENT**

**AND**

**CONTRACTOR**

**FOR**

**JUSTICE SUPPORT SERVICES**

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**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
JUSTICE, CARE AND OPPORTUNITIES DEPARTMENT  
AND  
CONTRACTOR  
FOR  
JUSTICE SUPPORT SERVICES**

This Master Agreement and Exhibits made and entered into on **Enter Date** (“**Execution Date**”) by and between the County of Los Angeles, Justice, Care and Opportunities Department hereinafter referred to as “County or JCOD” and **Contractor Name**, hereinafter referred to as “Contractor”, to provide Justice Support Services.

**RECITALS**

**WHEREAS**, the County may contract with private businesses for Justice Support Services when certain requirements are met; and

**WHEREAS**, the Contractor is a private (public, non-profit) firm specializing in providing Justice Support Services; and

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

**WHEREAS**, the Board of Supervisors has authorized the Director of Justice, Care and Opportunities Department or designee to execute and administer this Master Agreement; and

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

## 1.0 APPLICABLE DOCUMENTS

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

### Standard Exhibits:

Exhibit A	County's Administration
Exhibit B	Contractor's Administration
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Sample Work Order
Exhibit E1	Intentionally Omitted
Exhibit E2	Certification of No Conflict of Interest
Exhibit E3	Contractor Acknowledgement and Confidentiality Agreement
Exhibit F	Intentionally Omitted
Exhibit G	Intentionally Omitted
Exhibit H	Subsequent Executed Work Orders
Exhibit I	Charitable Contributions Certification
Exhibit J	Information Security and Privacy Requirements

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to 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 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received

by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.

- 2.1.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.3 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.4 County's Master Agreement Program Director (MAP):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.1.5 County's Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.1.6 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.7 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.1.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.9 Director:** Director of Justice, Care and Opportunities Department.
- 2.1.10 Department:** The County of Los Angeles, Justice, Care and Opportunities Department, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.1.13 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SO) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.

- 2.1.14 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.15 Statement of Qualifications (so):** A Contractor's response to an RFSQ.
- 2.1.16 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.17 Work Order:** 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 Work Order must result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work will be performed by Contractors except in accordance with validly bid and executed Work Orders.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders will generally conform to Exhibit D (Sample Work Order). Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Resultant Work Orders may include additional contract provisions and requirements depending on the specific type of services solicited and set forth in the WOS. Payment for all work will be subject to the financial provisions outlined in the Work Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order 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 County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Paragraph. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the County

address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.

- 3.5 Upon completion of evaluations, County will execute the Work Order by and through the Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30<sup>th</sup>) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.
- 3.6 County estimates that selection of any Contractor will occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order 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, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

## **4.0 TERM OF MASTER AGREEMENT**

- 4.1 The term of this Master Agreement will be ten (10) years commencing after execution by Director or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on **June 30, 2035** unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to an additional five (5) years for a maximum total Master Agreement term of fifteen (15) years. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

- 4.3 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

## **5.0 MAXIMUM CONTRACT AMOUNT**

### **5.1 Maximum Contract Amount**

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Amount.

### **5.2 Written Approval for Reimbursement**

The 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 the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of 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 this Master Agreement, Contractor must invoice County for all work performed as specified within the resultant Work Order.

- 5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).
- 5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 **Invoice Content**

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

**Time and Materials Work Order:**

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's 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 Work Order; and
- Total amount of the invoice.

**Fixed Price Per Deliverable**

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's 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.

#### 5.4.7 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar 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).

### 5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.5.1 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The 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.
- 5.5.3 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.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

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

### **6.1 County’s Administration**

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit A (County’s Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County’s Master Agreement Program Director (mad)**

The 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 Work Order solicitations and executions.

### **6.4 County’s Work Order Director**

A Work Order Director will be assigned for each Work Order by County’s Project Director.

6.4.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director’s specific projects, and for ensuring that this Master Agreement’s objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor’s Project Manager, 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 Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

## **6.5 County's Project Manager**

The County's Project Manager is 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 Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

## **6.6 County's Contract Analyst**

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

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

## **7.1 Contractor's Project Manager**

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

7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

## **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 County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

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

## **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide 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 with a photo identification badge.

## **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of if 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, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's 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.

## **7.6 Confidentiality**

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

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

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 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 the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director of JCOD, or their designee.
- 8.1.2 The Director, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The 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 the Master Agreement must be prepared and executed by the Contractor and by the Director of JCOD, or their designee.

8.1.3 Addition of Skilled Categories/Technical Specializations

An Amendment to the Master Agreement will be prepared and executed by the Contractor and by the Director of JCOD, or their designee, to add or delete Skilled Categories or Technical Specializations.

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

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

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

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

### **8.3 Authorization Warranty**

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

### **8.4 Complaints**

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

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

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

8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.

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

8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

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

8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and

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

## **8.6 Compliance with Civil Rights Laws**

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

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

## **8.7 Compliance with County's Jury Service Program**

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor

Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### 8.7.2 Written Employee Jury Service Policy

- 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 the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
- For purposes of 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 \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. “Employee” means any California resident who is a full-time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will 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 the Master Agreement commences, Contractor will have a continuing obligation to review the

applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

- Contractor’s violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

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

8.8.2 The 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant

circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

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

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

**8.10 Consideration of Hiring GAIN/START Participants**

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the 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 the Contractor’s minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

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

**8.11 Contractor Responsibility and Debarment**

**8.11.1 Responsible Contractor**

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

**8.11.2 Chapter 2.202 of the County Code**

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

bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.11.3 Non-responsible Contractor**

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

### **8.11.4 Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative 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 of Supervisors. The Board of Supervisors 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 (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.11.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

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

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

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

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

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

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

## **8.14 County's Quality Assurance Plan**

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

the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

### **8.15 Damage to County Facilities, Buildings or Grounds**

8.15.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

### **8.16 Employment Eligibility Verification**

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

### **8.17 Counterparts and Electronic Signatures and Representations**

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

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

### **8.18 Fair Labor Standards**

The 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 the Contractor's employees for which the County may be found jointly or solely liable.

### **8.19 Force Majeure**

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, 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").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

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

## **8.21 Independent Contractor Status**

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. 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 the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.22 Indemnification**

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

## **8.23 General Provisions for all Insurance Coverage**

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

### **8.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, 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 the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), 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  
Justice, Care and Opportunities  
Contracts & Grants Division  
[Contracts@JCOD.lacounty.gov](mailto:Contracts@JCOD.lacounty.gov)  
**Attention: JCOD Contracts Team**

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

#### **8.23.2 Additional Insured Status and Scope of Coverage**

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

#### **8.23.3 Cancellation of or Changes in Insurance**

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

upon which the County may suspend or terminate this Master Agreement.

**8.23.4 Failure to Maintain Insurance**

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

**8.23.5 Insurer Financial Ratings**

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

**8.23.6 Contractor's Insurance Must Be Primary**

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

**8.23.7 Waivers of Subrogation**

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

**8.23.8 Subcontractor Insurance Coverage Requirements**

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

### **8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate 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.

### **8.23.10 Claims Made Coverage**

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

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

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

### **8.23.12 Separation of Insureds**

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

### **8.23.13 Alternative Risk Financing Programs**

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

### **8.23.14 County Review and Approval of Insurance Requirements**

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

## **8.24 Insurance Coverage**

- 8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming

County and its Agents as an additional insured, with limits of not less than:

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

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **8.25 Liquidated Damages**

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their 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 the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or their designee, deems are correctable by the Contractor over a certain

time span, the Director or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Amount; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

## **8.26 Most Favored Public Entity**

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

## 8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 Contractor certifies to 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, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County 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.

## **8.28 Non-Exclusivity**

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

## **8.29 Notice of Delays**

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

## **8.30 Notice of Disputes**

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the 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.

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

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the

Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

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

### **8.33 Notices**

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

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

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

### **8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 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.

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

### **8.36 Publicity**

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

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

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

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

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

maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within ten (10) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use

recycled-content paper to the maximum extent possible on this Master Agreement.

### **8.39 Subcontracting**

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor 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.
- 8.39.3 The 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.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's 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 their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The 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. The Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Justice, Care and Opportunities  
Contracts & Grants Division  
[Contracts@JCOD.lacounty.gov](mailto:Contracts@JCOD.lacounty.gov)  
**Attention: JCOD Contracts Team**

before any subcontractor employee may perform any work hereunder.

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

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

#### **8.41 Termination for Convenience**

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained

by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

## **8.42 Termination for Default**

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

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

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

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 Termination for Improper Consideration**

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor 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/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 Termination for Insolvency**

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to

be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160.010. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance 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.

#### **8.46 Termination for Non-Appropriation of Funds**

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

#### **8.47 Validity**

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

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Master

Agreement will constitute a waiver of any other breach or of such provision. Failure of 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 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 Warranty Against Contingent Fees**

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

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

#### **8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

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

### **8.52 Time off For Voting**

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

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

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

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

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 this Master Agreement.

### **8.54 Intentionally Omitted**

### **8.55 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected

characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

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

A Contractor, including but not limited to, its employees, contracted staff, subsidiaries or subcontractors, is prohibited from submitting a bid or proposal in a County solicitation if the Contractor, or any of its employees, contracted staff, subsidiaries or subcontractors, has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor, including but not limited to, its employees, contracted staff, subsidiaries, or subcontractors, has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the immediate disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Contract.

#### **8.58 Injury and Illness Prevention Program**

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

#### **8.59 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 \$250 to a County officer for twelve (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)**

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

provide those services. The County and the Contractor therefore agree to the terms of Exhibit G (Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

## **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 Contractors to complete Exhibit I (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

## **9.3 Intentionally Omitted**

## **9.4 Intentionally Omitted**

## **9.5 Intentionally Omitted**

## **9.6 Local Small Business Enterprise (LSBE) Preference Program**

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

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

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

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

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

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

## **9.7 Social Enterprise (SE) Preference Program**

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

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

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

## **9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**

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

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

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

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Intentionally Omitted**

**9.13. Intentionally Omitted**

**10.0 Survival**

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

- Paragraph 1.0 (Applicable Documents)
- Paragraph 2.0 (Definitions)
- Paragraph 3.0 (Work)
- Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Paragraph 7.6 (Confidentiality)
- Paragraph 8.1 (Amendments)
- Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- Paragraph 8.18 (Fair Labor Standards)
- Paragraph 8.19 (Force Majeure)
- Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Waiver)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	(Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding)
Paragraph 10.0	(Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR  
JUSTICE SUPPORT SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County’s Director of the Justice, Care and Opportunities Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer on the day, month, and year first above written.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Judge Songhai Armstead (ret.), Director  
Justice, Care and Opportunities Department

**CONTRACTOR**

By: \_\_\_\_\_  
Name  
Title

**APPROVED AS TO FORM:**

DAWN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Name  
Deputy County Counsel

<b>JSSMA Vendors</b>	<b>JSS-#</b>	<b>Categories</b>
249G Acres	JSS-0001	Intensive Case Management; Crisis & Interim Housing; Job Readiness & Employment Support and more.
2nd Call	JSS-0002	Youth, adults, families, and communities, focusing on youth diversion and development, community violence intervention and prevention, and re-entry services.
Alliance for California Traditional Arts (ACTA)	JSS-0003	Supportive Services - Arts in Corrections, CDCR CA Reentry and Enrichment, Reentry Through the Arts and etc.
Antelope Valley Partners for Health	JSS-0004	Various services for impacted and justice involved youth and adults within the Antelope Valley community.
Arts for Healing and Justice Network	JSS-0005	Capacity Building Services; Youth Development Services - Community Based Youth Development, Youth Diversion Services, Continuum of Care for Justice Involved Youth.
Ascencia	JSS-0006	Homeless Outreach; Shelter; Homeless Housing; Supportive Services
Assured Lifestyle Housing	JSS-0007	Emergency shelter, transitional housing for JII
Ben Free Project	JSS-0008	Art & Education
Bridging the Gap Enterprises	JSS-0009	Services include mental health seminars, cultural enrichment programs, impact assemblies, case management, academic and summer programs, as well as professional development for educators and service providers.
Caravan 4 Justice DBA Urban Social Services and Advocacy	JSS-0010	Housing navigation, life skills, case management
Carl Highshaw LLC DBA Resilient Solutions	JSS-0011	Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Supportive Services; Capacity Building Services; Consultant Services; Research & Evaluation Services; Flexible Subsidy Pool Services; and Youth Development Services.
Casa of Los Angeles	JSS-0012	Youth services
Center for Living and Learning	JSS-0013	Reentry Employment Services; Reentry Case Management and Housing.
Centinela Youth Services Inc (CYS)	JSS-0014	Community-based Youth Development; Youth Diversion Services
Chances 4 Change Inc	JSS-0015	Case management - reentry
Christopher Rashad Global Holdings Inc DBA Amber Wynn MSPA	JSS-0016	Communications, Outreach and Education, Editorial Thought Leadership, Strategic Planning, Performance Measurement, Capacity Building Services, Consultant Services

Clear Skies Ranch	JSS-0017	Care Management Services, Transportation Services, Housing Services, Workforce and Education Services, and Supportive Services.
Community Partners	JSS-0018	community-based arts programs centered on youth leadership
Dorothy's Daughter DBA Hope Now Community Resource Center	JSS-0019	Youth Development Services
Dream Live Hope Foundation	JSS-0020	Housing, Outreach and Engagement Services, Youth Development
Entrenous Youth Empowerment Services Inc	JSS-0021	Outreach and Engagement Services, Care Management, workforce development, legal advocacy and support, and youth development services
Epidaurus DBA Amity Foundation	JSS-0022	Outreach and Engagement, Care Management Services, Housing Services, Workforce and Education Services, Supportive Services and Transportation services
Exodus Recovery Inc	JSS-0023	Outreach, Engagement, Care Management and Housing Services
Fathers and Mothers Who Care Inc	JSS-0024	Outreach and Engagement, Care Management, housing, Workforce and Education, Legal, Supportive, Transportation and Flexible Subsidy Pool Services
Five Keys Schools and Programs	JSS-0025	Outreach & management; housing; care management; supportive services; workforce and education
Flintridge Center	JSS-0026	Outreach and Engagement Services, Care Management Services, Workforce and Education Services, Legal Services, Supportive Services, Transportation Services, Capacity Building Services, and Youth Development Services (including Community-based Youth Development, Youth Diversion Services, and Continuum of Care for Justice-Involved Youth).
Friends Outside in Los Angeles County	JSS-0027	Outreach and Engagement Services; Care/Case Management Services; Workforce and Education Services; Supportive Services; Transportation Services
HealthRIGHT 360	JSS-0028	1. Outreach and Engagement Services; 2. Case Management Services; 3. Housing Services; 4. Workforce and Education Services; 6. Supportive Services; and 7. Transportation Services.
Helpline Youth Counseling Inc	JSS-0029	counseling, mental health and substance use disorder treatment, case management, housing, education, prevention, and intervention.
Inner City Law Center	JSS-0030	Direct Legal Services, Outreach and Education.

Inner City Visions	JSS-0031	Outreach and Engagement Services, Care Management Services, Supportive Services, Capacity Building Services and Youth Development Services.
InsideOut Writers	JSS-0032	Youth Development Services-Diversion
Integrative Communities DBA The Social Impact Center	JSS-0033	Legal Services, Outreach and Engagement services, and Care Management services
Jail Guitar Doors	JSS-0034	Workforce and Education. Youth Development.
Joyous Ventures	JSS-0035	temporary supportive housing programs for adults that include access to food, safety, and hygiene.
Life Builders Incorporated	JSS-0036	Counseling/mentoring/mental health services to pre-dispositioned probation youth
Los Angeles Mission Inc	JSS-0037	Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Legal Services; Transportation Services; Engagement and Communications Support Services
Mass Liberation	JSS-0038	Housing Services; Workforce and Education Services; transportation services; supportive services
MDRC	JSS-0039	Consulting Services
Mental Health Advocacy Services Inc	JSS-0040	Legal Services
Michael's Daughter Foundation	JSS-0041	Youth services
NDICA	JSS-0042	Outreach and Engagement; Workforce and Education Services; Youth Development Programs; Legal Services; Housing Services
Neighborhood Legal Services of Los Angeles County	JSS-0043	Outreach and Engagement Services, Care Management Services, Legal Services and Supportive Services.
Painted Brain	JSS-0044	Outreach and Engagement Services, Care Management, Workforce and Education Services, Supportive Services, Capacity Building Services, Youth Development Services
Pathway to Kinship	JSS-0045	Workforce and Education Services, Supportive Services, Youth Development Services
PCS Family Services	JSS-0046	Service navigation, employment training and placement, reentry services.
Public Counsel	JSS-0047	Did not indicate.
Rancho San Antonio Boys Home Inc	JSS-0048	Outreach and Engagement Services, Transportation Services, Capacity Building Services, Engagement and Communications Services, Consultant Services, Research and Evaluation Services, Interpretation and Translation Services, IT Services, Temporary Personnel Services, Flexible Subsidy Pool Services, Youth Development Services - Youth Diversion
Shields for Families	JSS-0049	Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education

		Services; Legal Services; Supportive Services; Transportation Services; Youth Development Services
SHINE BC-LA (DBA Brilliant Corners)	JSS-0050	Breaking Barriers is an innovative cross-sector solution that realigns the health care, criminal justice, and other systems around the critical intervention of serviceenriched housing.
Soledad Enrichment Action Inc	JSS-0051	Outreach and Engagement Services; Care Management Services; Workforce and Education Services; Supportive Services; Youth Development Services
Special Service for Groups Inc	JSS-0052	Outreach and engagement - Care Management - Housing - Legal services - Supportive Services - Capacity building - Research and evaluation - Interpretation and translation - Youth development
St. John's Community Health	JSS-0053	RICMS - Intensive Care Management
Starfish Stories Inc	JSS-0054	Did not indicate.
Sunrise Community Outreach Center Inc	JSS-0055	Care Management Services - Reentry
The ADvot Project	JSS-0056	Youth Development Services
The AMAAD Institute	JSS-0057	Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Supportive Services; Capacity Building Services; Consultant Services; Research & Evaluation Services; Flexible Subsidy Pool Services; and Youth Development Services.
The Catalyst Foundation	JSS-0058	RICMS; DOORS-CRC-AV; Youth Overcoming (YO!)
The Plus Me Project	JSS-0059	Youth Development
Volunteers of America of Los Angeles	JSS-0060	Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Supportive Services; Youth Development Services
Whole Systems Learning	JSS-0061	Outreach and Engagement, Care Management, Housing, Workforce and Education, Supportive Services, Transportation Services, and Youth Development Services
Willing 2 Move Forward	JSS-0062	Reentry Services to justice-impacted individuals
Youth Mentoring Connection	JSS-0063	Youth Services

Alma Family Service	JSS-0064	Youth Development & Diversion Services; Community-Based Mental Health & Outreach; ICMS & Supportive Services for Justice-Involved Individuals
Asian Youth Center	JSS-0065	RICMS
CauseIMPACTS LLC	JSS-0066	Employment Opportunities for older Adults; Consulting Services;
Community Lawyers Inc	JSS-0067	Interim Housing; Case Management; Care Coordination and more.
FBG Group LLC	JSS-0068	Care Management Services, Housing Services, Group Programming, Collaboration and Partnership
Heart of Los Angeles Youth Inc	JSS-0069	Youth Development, Academic Services, Arts, Hand-On Learning, Whole Family Wellness, Outcomes and Impact
Holliday's Helping Hands	JSS-0070	Workforce Development, Interim Housing, Mental Health Services, and Family Reunification
Love Home Inc	JSS-0071	Interim Housing, Diversion and Reentry, Intensive Case Management Services
Mt. San Antonio Community College	JSS-0072	Rising Scholars Program
Paving The Way Foundation	JSS-0073	specialized training and apprenticeship programs, with the justice involved and re-entry population as our primary focus.
Tarzana Treatment Centers Inc	JSS-0074	Reentry Intensive Case Management (RICMS); Mental Health Services; Alternatives to Incarceration (ATI); SUD treatment; and Housing Services
A Place Called Home	JSS-0075	Educational Services; Teen and Young Adult Services; Counseling and Case Management; Wellness; Arts and Creative Expression; Technology and Digital Literacy
Boys & Girls Clubs of Long Beach	JSS-0076	Youth Development Services; Youth Diversion Services; Continuum of Care for Justice-Involved Youth; Workforce and Education Services
California Conference for Equality and Justice	JSS-0077	Youth Diversion
Coalition for Engaged Education	JSS-0078	Youth Diversion
Communities In Schools of Los Angeles Inc	JSS-0079	Support services to youth in Los Angeles
Mentor For Change	JSS-0080	Outreach and Engagement Services, Workforce and Education Services, Care Management Services, Youth Development Services,
Proyecto Pastoral	JSS-0081	Crisis Intervention and Wellness Program Services Youth Development programming
Rio Hondo Community College	JSS-0082	Youth Development, Supportive, Housing, Workforce and Education Services
Spirit Awakening Foundation	JSS-0083	Youth Services

Timelist Group Inc	JSS-0084	Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Supportive Services; Transportation Services; Capacity Building Services
WestCal Academy	JSS-0085	Pre-apprenticeship to apprenticeship pipeline to expand registered apprenticeship opportunities for active military personnel, veterans, justice-impacted youth, atpromise youth, and dislocated workers.
Youth Advocate Programs Inc	JSS-0086	Youth Services
826LA	JSS-0087	Youth Services
A Step to Freedom	JSS-0088	Interim housing, case management, system navigation, care coordination, service linkage, wrap-around programs, and supportive services
Alliance for Community Empowerment	JSS-0089	Outreach and Engagement, Care Management, Housing, Workforce and Education, Supportive Services and more
Antelope Valley Community Training Center	JSS-0090	Youth Services
Beach Cities Health District	JSS-0091	Youth Diversion Services
BOSS, Inc.	JSS-0092	Youth Services
Centro C.H.A., Inc.	JSS-0093	Outreach & Engagement, Youth Reentry & Diversion, Workforce Development & Placement
Downtown LA Soccer Club	JSS-0094	Youth Services
Morris-Young Legacy House	JSS-0095	Youth Development
Nail Dega, LLC	JSS-0096	Wellness Based Salon
Rainbow Labs Mentoring, Inc.	JSS-0097	High-quality mentorship, leadership development, and social-emotional support to LGBTQIA+ youth in Los Angeles County
Ripe Media, Inc.	JSS-0098	Engagement and Communications Services
Alacarte Professional Services, LLC	JSS-0099	Justice-Focused Services, Youth Services, Healing-Informed Art Services
A W S Services and Nursing, Inc.	JSS-0100	JII Rehabilitation; Reentry Assistance; Community Engagement; Workforce Training; Personal Development
Barrio Action Youth & Family Center	JSS-0101	Youth Services
Better Youth, Inc.	JSS-0102	Apprenticeship, Education and training services
Center for the Empowerment of Families, Inc.	JSS-0103	Youth Development Services; Diversion Programming; Supportive Services; Outreach and Engagement Services
Coalition for Humane Immigrant Rights	JSS-0104	Immigrant rights; Leadership Development; College Access Resources; Mental Wellness Support; Basic Needs Support; Legal Resources

Do Good Daniels Family Foundation	JSS-0105	Interim Housing
Koinonia Parks Corporation	JSS-0106	Re-Entry Services
Kollab Youth	JSS-0107	Youth Services
Made New Foundation, Inc.	JSS-0108	Outreach and Engagement, Care Management, Housing, Workforce and Education, Supportive Services, and Youth Development
Our Own Non Profit Inc	JSS-0109	Youth Services
Peace Over Violence	JSS-0110	Outreach and Engagement Services, Care Management Services, Housing Services, Legal Services, Capacity Building Services, Flexible Subsidy Pools, Youth Services, Youth Development
Peace4Kids	JSS-0111	Youth services
Street Poets, Inc.	JSS-0112	Workforce & Education Services, Youth Development, Outreach and Engagement Services, Supportive Services, Engagement and Community Services
The Young People's Foundation, Inc.	JSS-0113	Youth Services
Theatre Of Hearts, Inc.	JSS-0114	Youth Services
Watts Labor Community Action Committee	JSS-0115	Outreach and Engagement, Care Management, Housing, Workforce and Education, Supportive Services, and Youth Development
Youth Justice Coalition	JSS-0116	Outreach and Engagement, Care Management, Workforce and Education, Legal, Supportive, Transportation, Capacity-Building, Engagement & Communications, Consultant, and Youth Development services
Affiliates & Offenders Recovery Program, Inc.	JSS-0117	Comprehensive Case Management Services
Antelope Valley Community Uplift Foundation	JSS-0118	Capacity Building Services; Support Services; Workforce and Education Services; Housing Services; Outreach and Engagement Services; Care Management Services; Youth Development Services.
Change Lanes Youth Support Services	JSS-0119	Case Management, Outreach and Engagement, Emergency Temporary Shelter, Education, Youth and Family Services.
Rescue-A-Life Foundation	JSS-0120	Reentry and Recovery services
Resilient Agency	JSS-0121	Violence intervention, workforce development and comprehensive support for justice-impacted.
Sanctuary of Hope	JSS-0122	Workforce and Education Services; Housing Services; Outreach and Engagement Services; Care Management Services; Youth Development Services
Self Determined Futures, LLC	JSS-0123	Workforce and Education Services; Housing Services; Outreach and Engagement Services; Care Management

		Services; Legal Services; Supportive Services; Transportation Services; Engagement and Communications Services; Youth Development Services
South Bay Center For Counseling dba Strength Based Community Change	JSS-0124	Youth Services
Symtech Corporation	JSS-0125	Staffing and support services to government agencies.
The Nia Foundation, Inc.	JSS-0126	Youth Services
Transitions 2 Transformations, LLC	JSS-0127	Consulting Services
United Parents & Students	JSS-0128	Outreach and Engagement, Youth Services
Young Women's Freedom Center	JSS-0129	Youth services
Impact Justice	JSS-0130	Community-based Youth Development, Youth Diversion Services, and Continuum of Care for Justice-Involved Youth
Legal Aid Foundation of Los Angeles	JSS-0131	community lawyering model to address the core legal needs of justice-impacted individuals and their communities
Men Taking Over Reforming Society, Inc.	JSS-0132	Individualized case management, employment support, social and emotional interventions, family reunification programs, individual counseling, and group counseling for justice-impacted individuals and their families
Project Optimism	JSS-0133	Youth Services
Shep-Ty Inc. dba Game Changer	JSS-0134	Justice Support Services - focus groups, trainings and etc.
SISTAHFRIENDS	JSS-0135	Reentry Intensive Case Management (RICMS)
The Anti-Recidivism Coalition	JSS-0136	Outreach and Engagement Services
The Connie Rice Institute for Urban Peace DBA Urban Peace Institute	JSS-0137	Capacity Building Services
Victory Starts Now, Inc	JSS-0138	Outreach and engagement Care Management Services Housing Services Workforce and Education Services Supportive Services Engagement Services
Hands For Hope	JSS-0139	Did not indicate.
Spring of Evolution, Inc. DBA Wolf Connection	JSS-0140	Did not indicate.
Street Racing Kills	JSS-0141	Youth Services

Serve California LLC	JSS-0142	Outreach and Engagement Services, Mental Health Care, Case Management Services
Music to the Ears	JSS-0143	educational and enrichment
Los Angeles Centers for Alcohol and Drug Abuse (LACADA)	JSS-0144	Outreach and Engagement Services Care Management Services Housing Services/Transportation Services Workforce and Education Services Supportive Services Capacity Building Services Youth Development Services
Fostering Dreams Project	JSS-0145	Youth Services
The Good Part Perspective (TGPP)	JSS-0146	Youth Diversion Services Community-based Youth Development Capacity Building Services Supportive Services for Justice-Involved
Public Health Foundation Enterprises, Inc DBA Heluna Health	JSS-0147	Temporary Services, Youth Services
JSS-0148 still pending		
The Reverence Project (TRP)	JSS-0149	trauma-informed care, violence intervention, and restorative justice services in high-need communities
Fractal Strategies	JSS-0150	Capacity Building Services, Consultant Services, and Research & Evaluation Services
The Chrysalis Center	JSS-0151	Employment Services
Lost Angels Children's Project, Inc.	JSS-0152	Outreach and Engagement Services; Care Management Services; Workforce and Education Services; Supportive Services; Youth Development Services
Chosen Hearts	JSS-0153	Case Management, Reentry Navigation, Supportive Housing Services
Accenture LLP	JSS-0154	Consultant services; IT services
Insightful Resources, Inc.	JSS-0155	Care Management Services; Research & Evaluation Services; Youth Development Services
KH Consulting Group	JSS-0156	Outreach and Engagement; Consultant Services; Research and Evaluation Services
On My Grind, Reentry Services Inc.	JSS-0157	Workforce Development, Housing Assistance, Violence Prevention
Optimist Boys' Home and Ranch	JSS-0158	Outreach and Engagement, Care Management Services, Housing Services, Workforce and Education Services, Supportive Services, Youth Development Services.