Chief Executive Office.

COUNTY OF LOS ANGELES
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101   ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER
Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

July 21, 2026

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

Dear Supervisors:

FIVE-YEAR LEASE AGREEMENT
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE
1700 ZONAL AVENUE, SUITE B, LOS ANGELES
(FIRST DISTRICT) (3-VOTES)

SUBJECT

Approval of a proposed five-year lease agreement (Lease) with Los Angeles Centers for Alcohol and Drug Abuse, (L.A. CADA) for the use of 16,488 square feet of medical office space located at 1700 Zonal Avenue, Suite B, Los Angeles California (Property).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that execution of the proposed Lease, and related recommended actions, are within the scope of the project impacts analyzed in the Environmental Impact Report (EIR) previously certified by your Board of Supervisors (Board) for the LAC+USC Medical Center Campus Plan and the subsequently certified Second Addendum to the EIR.

2. Find that pursuant to Government Code Section 26227, the recommended action to authorize execution of the proposed Lease will serve a public purpose and will make available Los Angeles County (County) real property, not needed for County purposes, and by granting a five-year lease term to L.A. CADA will meet the social needs of the population of the County, by providing comprehensive and high-quality behavioral health services to eligible residents of the County including offering a continuum of care that supports integrated and coordinated substance use disorder (SUD), mental health, physical health, and other services to County residents.

3. Authorize the Chief Executive Officer, or his designee, to execute the proposed Lease with L.A. CADA on the terms described in this Board letter.

4. Authorize and direct the Chief Executive Officer, or his designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed Lease, approved as to form by County Counsel, and to take actions necessary and appropriate to implement the proposed Lease, including, without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to determine that the proposed Lease and related actions are within the scope of the previously certified EIR for the LAC+USC Medical Center Campus Plan and the subsequently certified Second Addendum to the EIR and to authorize execution of the proposed Lease, in the form enclosed as Enclosure A, with L.A. CADA and other necessary ancillary documentation.

The County is committed to providing comprehensive and high-quality behavioral health services to all residents of the County, including offering a continuum of care that supports integrated and coordinated SUD, mental health, physical health, and other services to County residents. While these services are available to all eligible residents, specifically targeted populations include vulnerable populations such as those with co-occurring disorders, those experiencing or at risk of homelessness, and those who are justice involved.

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

On December 2, 2025, your Board delegated authority to DPH, or its designee, to execute Master Agreements for Substance Use Disorder Treatment Services (SUDTS) at County Behavioral Health Facilities (CBHF), and to execute competitively solicited Master Agreement Work Orders (MAWO) for services performed under the SUDTS at CBHF Master Agreements, at amounts to be determined by DPH, subject to review and approval by County Counsel and to extend the term if a MAWO executed prior to the expiration of the SUDTS at CBHF Master Agreement has an expiration date later than the SUDTS at CBHF Master Agreement's expiration date. DPH also notified your Board that it would work with County Counsel and the Chief Executive Office (CEO) to develop and negotiate future lease agreements with contractor(s) awarded a MAWO to provide SUDTS at CBHF, subject to separate Board approval and contingent on executed MAWOs.

On December 5, 2025, DPH released a Work Order Solicitation for residential services at the Los Angeles General Medical Center (LAGMC). L.A. CADA responded to the solicitation and was selected after an evaluation by subject matter experts and entered into Master Agreement Work Order PH-005891-W1 (MAWO PH-005891-W1) effective upon execution through June 30, 2030, with authority to extend through June 30, 2035.

L.A. CADA serves the County as a SUDTS provider and will operate the Residential Withdrawal Management Facility (RWMF) as a component of the LAGMC Restorative Care Village (RCV) to support clients in stabilizing withdrawal symptoms and serve as a pathway to further treatment services. The services provided by L.A. CADA will address a critical gap in the County’s continuum of behavioral health care by expanding access to substance use disorder treatment services. The RWMF is a 24 hours a day, 365 days a year, short-term residential treatment facility, providing a total of 32 beds, 20 male and 12 female, for those in need of withdrawal support for up to 14 days or more, based on medical necessity. The RWMF will offer a set of treatment interventions, as a short-term residential facility, aimed at medical and clinical management, stabilization of acute intoxication, and withdrawal from alcohol and other substances. Residents from underserved communities with limited access to treatment will receive SUDTS, including medications for addiction treatment (MAT) and will be enveloped in an environment that encourages healing and recovery. The RWMF will serve a vital role in the larger RCV vision and in the approach to whole-person care. Both the County and L.A. CADA seek to enter into the proposed Lease to enable the provision of these critical services at the Property.

Based upon a review of available industry data, the market rate for other comparable medical office and residential facilities spaces that have been leased ranges from $3.75 to $4.25 per square foot. However, due to the significant public benefit and urgent need for SUD services at LAGMC, it is recommended that the rental rate be provided at a lower than market rate of $0.73 per square foot, subject to annual 3 percent increases. This proposed rental amount is based on DPH’s analysis of lease costs across SAPCs network of SUD providers and reflects an intent to prioritize the public health benefits derived from operation of the LAGMC RCV.

Further, unlike traditional commercial tenants, many SUD service providers are not-for-profit community-based organizations operating within specific reimbursement structures and reinvesting resources directly into patient care, staffing, and supportive services. Charging market rent would limit the capacity to service the targeted high-need populations. Further, the services will be offered as part of the LAGMC RCV, where an integrated service model is fostered to better coordinate care among the County’s more vulnerable populations; SUD, mental health, physical health, housing, and other treatment services are offered together to advance the County’s broader goals of whole person wellness.

The proposed Lease grants L.A. CADA a five-year term with one four-year option to extend the proposed Lease. The County will grant L.A. CADA a three-month free rent period to help defray start-up costs by the tenant as they embark on their time-consuming permitting process. The proposed Lease will include a holdover clause that shall be subject to all terms, covenants, and conditions of the proposed Lease during such holdover occupancy. If MAWO No. PH-005891-W1 between the County and L.A. CADA is terminated for any reason whatsoever, the County will have the option to terminate the proposed Lease, by providing a written 30-day notice to terminate.

As the proprietor of the newly constructed RWMF, DPH has committed to a significant long-term investment in the facility to ensure it remains operational, including providing for costs associated with utilities, repair of commercial kitchen equipment, and major building systems (e.g., roof, plumbing, electrical, HVAC, all parts of exterior, etc.). Under DMC-ODS, the County is restricted from receiving federal or State reimbursement for facility lease and operation, since it does not provide directly operated treatment services. However, its contractors are eligible to be reimbursed for lease and other related costs. Offering below market rent is a strategic investment that enables sustainable service delivery and improving health outcomes, while offsetting the significant cost to DPH for facility operation, and encourages a vested interest in the care and maintenance by the tenant.

DPH is the proprietor of the Property and supports the recommended approval of the proposed Lease on the terms indicated herein.

Implementation of Strategic Plan Goals

The proposed Lease with L.A. CADA supports the Countywide Strategic Plan, North Star 1"Make Investments That Transform Lives", Focus Area Goal A-Healthy Individuals and Families,: Strategy iii-Behavioral, Mental Health, and Substance Abuse Disorder by offering a continuum of care that supports integrated and coordinated SUD, mental health, physical health, and other services to County residents.

The proposed Lease with L.A. CADA also supports Countywide Strategic Plan North Star 3-" Realize tomorrow's government today", Focus Area Goal F- Flexible and Efficient Infrastructure: Strategy ii-Manage and Maximize County Assets by ensuring this continuum of care is accessible to all and enabling L.A. CADA to utilize this newly constructed facility to provide infrastructure that promotes healthy outcomes.

FISCAL IMPACT/FINANCING

The proposed Lease with L.A. CADA requires them to pay a rental rate of $0.73 per square foot, which represents a monthly rent of $12,036.24, with annual increases of 3 percent. The County is responsible for utilities, maintenance, repair and replacement expenses and other ancillary costs associated with the usage of the Property. These County obligated payments will be funded by realignment funds. The significant public benefits from L.A. CADA's services and meeting the terms of its obligations under the MAWO justify this below market rate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 26227 of the California Government Code authorizes your Board to expend money to establish programs, or fund programs deemed by your Board to be necessary, to meet the social needs of the population of the County. Section 26227, moreover, authorizes your Board to make available real property to nonprofit corporations to carry out these programs without complying with any other provisions of the California Government Code, including the Surplus Land Act. The proposed Lease will enable L.A. CADA to support clients in stabilizing withdrawal symptoms for those in need of withdrawal support for up to 14 days or more, based on medical necessity, and serve as a pathway to further treatment services.

County Counsel has reviewed the proposed Lease and has approved it as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Lease with L.A. CADA is within the scope of the development reviewed in the previously certified Final EIR dated November 18, 2014, for the LAC+USC Medical Center Campus Master Plan (State Clearinghouse 2014051061), which was certified by the Board for the County, as lead agency under CEQA and subsequently certified Addenda. The Board adopted Findings of Fact (Findings) and a Statement of Overriding Considerations (SOC) and a Mitigation Monitoring and Reporting Program (MMRP).

On December 19, 2017, your Board certified the First Addendum to the EIR and approved a 64-bed Crisis Residential Care Center on the LAC+USC campus.

The Second Addendum to the certified EIR was certified by your Board on December 23, 2023. The addendum analyzed impacts of the revisions to the Campus Master Plan related to the Psychiatric Subacute Facility, Mental Health Urgent Care and Residential Withdrawal Management Facility and determined that none of the conditions that would require preparation of a subsequent EIR exist. The adopted findings, SOC and MMRP continue to apply.

Since the time of certification of the addendum, there have been no changes to the RWMF or to the circumstances under which the RWMF is undertaken that require further review or findings under CEQA.

A subsequent Third Addendum was certified by your Board on June 17, 2025 for the Los Angeles County General Hospital & West Campus Stabilization Project.

The previously certified EIR, Second Addendum, MMRP, Findings and SOC are available and can be viewed at 555 West Fifth Street 36th Floor, Los Angeles, CA, 90013, CEO Real Estate Division, where the documents will be physically available if requested for viewing, and electronically available at: 1208018_LosAngelesCounty_USCMedicalCenterMasterPlanEIR-2ndAmendment.pdf. The custodian of such documents and materials is Douglas Cole, Senior Real Property Agent at CEO, Los Angeles County Chief Executive Office, Real Estate.

Upon your Board’s approval of the recommended actions, the CEO will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation, pursuant to California Public Resources Code Section 21152 and will post the Notice of Determination to the County's website in accordance with section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will expand the ability of DPH to administer the County’s continuum of SUD prevention, harm reduction, treatment, and recovery programs at CBHFs in order to reduce the impact of SUD on individuals, families, and communities in LAC.

Respectfully submitted,

Joseph M. Nicchitta
Chief Executive Officer

JMN:JG:JTC
JLC:MGR:NH:DC:ja

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Health

LEASE AGREEMENT

by and between

COUNTY OF LOS ANGELES

as Lessor

and

Los Angeles Centers for Alcohol and Drug Abuse

as Lessee

For Premises Located At

1700 Zonal Avenue, Los Angeles, CA. 90033

Dated as of ____,_____ 2026.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this _____ day of _____ 2026 (the "Effective Date").

BY AND BETWEEN	**COUNTY OF LOS ANGELES**, a body corporate and politic (Lessor or County),
AND	**Los Angeles Centers for Alcohol and Drug Abuse,** a California Nonprofit Corporation – CA Public Benefit (Lessee or L.A. CADA)

<u>RECITALS</u>:

WHEREAS, this Lease is by and between the Lessor and Lessee and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between Lessor and Lessee.

WHEREAS, Lessor is the fee owner of certain real property located at 1700 Zonal Ave, Los Angeles, California, containing a two-story, approximately 36,000 square foot building (the Property) on the Los Angeles General Medical Center (LAGMC) campus upon which exist approximately 16,488 of rentable square feet, commonly known as 1700 Zonal Ave, Suite B, Los Angeles, CA 90033, as further depicted on the Site Plan attached hereto as Exhibit A (the Premises);

WHEREAS, Lessee was selected by the Department of Public Health's Bureau of Substance Abuse Prevention and Control pursuant to Master Agreement Work Order PH-005891-W1 (MAWO), which is attached hereto as Exhibit D and incorporated herein by this reference, to provide Substance Use Disorder Treatment Services at the Premises;

WHEREAS, Lessor hereby agrees to lease said Premises to Lessee, and Lessee hereby agrees to lease said Premises from Lessor, during the term set forth in Section 1 below.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, and the foregoing recitals, each of which is deemed a contracted part hereof, Lessor and Lessee agree as follows:

1. LEASE SUMMARY.

(a) "Lessor":	County of Los Angeles
(b) Lessor's Address for Notice:	County of Los Angeles Chief Executive Office 555 W Fifth Street, 36^{th} Floor Los Angeles, CA 90013 Attn: Real Estate Division With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division Los Angeles County Department of Public Health Substance Abuse Prevention and Control Bureau 1000 South Fremont Avenue, A-9 East, 3^{rd} Floor Alhambra, California 91803
(c) Lessor's Address for Rent:	County of Los Angeles, Auditor-Controller Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012
(d) "Lessee":	Los Angeles Centers for Alcohol and Drug Abuse, (Lessee or L.A. CADA)
(e) Lessee's Address for Notice:	12070 Telegraph Road, Suite 207 Santa Fe Springs, CA 90670 Attn: Juan Navarro , Chief Executive Officer
(f) Premises:	As set forth in the Recitals

(g) <u>Lessee Services/Permitted Use of Premises</u>:	Subject to all applicable laws, Lessee shall use and occupy the Premises for the following purpose: providing substance use disorder treatment services.
(h) <u>Term</u>:	**Term:** The Lease shall be for a period of approximately five (5) years unless sooner terminated in accordance with the terms and conditions contained in this Lease, and shall run concurrently with MAWO No. PH-00583 W1, which commenced on March 31, 2026, and will terminate on June 30,2030 with a four (4) year option to extend the lease through no later than June 30, 2035. **Effective Date:** The date upon which this Lease is fully executed by all Parties. **Commencement Date:** The Lease Commencement date shall be the date upon which the lease is fully executed. **Rent Commencement Date:** Notwithstanding anything to the contrary, Tenant's obligation to pay Base Rent shall commence on the date that is three (3) months following Commencement Date (the Rent Commencement Date). From and after the Rent Commencement Date, Base Rent shall be payable in accordance with this Lease. **Options:** One option to extend for a period of four (4) years, but only if MAWO No. PH-00583-W1 has been extended and in full force and effect for the same term.
(i) <u>Rent</u>:	Lessee shall pay Lessor for the use granted herein the sum of Twelve thousand thirty-six dollars and twenty-four cents (12,036.24) per month subject to three percent (3%) annual adjustments, commencing at the end of the first year of

occupancy, and for each successive one-year period thereafter, provided that Lessee uses the Premises for the Permitted Use for the duration of this Lease.

(j) Security Deposit: N/A

2. LEASE TERM AND COMMENCEMENT DATE:

A. Term. The Term of this Lease is the period specified in the Lease Summary. Notwithstanding that the Commencement Date may occur, and the Term may commence after the Effective Date, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, as of the Effective Date, this Lease shall be in full force and effect and valid and binding against the Parties in accordance with, but on and subject to, the terms and conditions of this Lease. Provided Lessee is not then in default under this Lease beyond any applicable cure period, Lessee shall have one (1) option to extend the term for an additional four (4) years under the same terms and conditions, unless the parties mutually agree otherwise, and as long as the MAWO is still in full force and effect.

B. Lessor's Right to Terminate. In the event that MAWO No. PH-00583-W1 between the County and Lessee is terminated for any allowable reason whatsoever, County shall have the option, upon written notice to Lessee to terminate this Lease (Termination Notice). The termination shall be effective 30 days from delivery of the Termination Notice. Unless otherwise indicated throughout the lease, the term "days" shall refer to **calendar** days. Upon the date of termination, Lessee shall vacate and surrender the Premises in accordance with the terms and conditions of this Lease, and neither party shall have any further obligation to the other except for those provisions that expressly survive termination.

C. Lessor Improvements. Lessor shall have no construction or improvement obligations with respect to the Premises. Lessee acknowledges that Lessee is accepting the Premises “as is”, solely in reliance on Lessee’s own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Lessor or Lessor’s agents. Any information given or disclosure made to Lessee by Lessor or Lessor’s agents concerning the Premises shall not constitute a representation or warranty made by Lessor. Lessee has been given the full opportunity to inspect the Premises prior to the execution of this Lease. At the final expiration or termination of the Lease, including any extensions thereof, all improvements, including any completed by the Lessee, shall become property of Lessor or improvements shall be removed by Lessee upon Lessor’s request. Lessor may require Lessee to demolish certain specified and identifiable Improvements at the end of the term. If, no later than one hundred eighty (180) days prior to the expiration of the term or earlier termination of this Lease Agreement, Lessor delivers to Lessee a written request that certain specified and identifiable

Improvements be demolished, then Lessee will, at its sole cost, within a reasonable time after such delivery and pursuant to lawful government permits, demolish such Improvements (including in such demolition removal of debris and rough grading of the portion(s) of the Property affected by such demolition).

3. LEASE CONSIDERATIONS: As consideration for Lessor leasing the Premises to Lessee hereunder:

A. Lessee, throughout the duration of this Lease and any extensions thereto, shall, at all times, maintain its status as a non-profit public benefit corporation, and provide the Lessee Services (as defined in the Lease Summary) to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus of other benefits given to residents of city incorporated areas not equally accorded to residents of unincorporated territory. The Lessee Services are not intended to limit beneficial services that the Lessee provides, and additional services may be added or substituted, upon the County's prior written approval, which approval may be granted or withheld in County's sole discretion.

B. Lessee shall perform all obligations required by this Lease.

4. ANNUAL AUDIT AND FORECAST:

A. Each year, commencing prior to the Effective Date and continuing on an annual basis for the length of the Term, with the audit documents submittal date to be determined by the County, County will have the right to audit, and will be delivered by Lessee within 30 business days upon request, any and all of Lessee's financial statements, revenue and expense reports, Lessee's Services Report, records, certifications, licenses, and permits related to their use of the Premises ("Audit"). In addition to County auditing Lessee's existing financial documents and business model related to their use of the Premises during the previous period, on an annual basis, Lessee shall prepare and deliver to County, for its review and approval, a forecast describing in reasonable detail Lessee's projected revenue, expenses, Lessee's Services Report, and other relevant financial documents, records, licenses, a permits for the upcoming year ("Forecast").

B. Upon completion of County's Audit and review of the Forecast, County will determine if Lessee is in default of the terms of the Lease.

5. USES; APPLICABLE LAWS:

A. Uses: Lessee, its officers, employees, contractors, agents, and invitees shall use and occupy the Premises solely for the Permitted Use as set forth in the Lease Summary and for such other lawful purposes as may be incidental thereto. Lessee shall comply with its obligations and be subject to all applicable governmental regulatory agencies, all applicable laws, and the rules and regulations of the County in connection with the operation of the Premises as promulgated from time to time by the County.

B. Compliance with Applicable Laws: The Premises, or any part thereof, shall not be used or permitted to be used for any activity that constitutes a nuisance. Lessee shall, at its sole cost and expense, conform to, and cause all persons using or occupying any part of the Premises that is under Lessee's control to comply with all applicable laws and rules and regulations governing the Premises that may be in effect from time to time applicable to the use of the Premises. Lessee hereby warrants and covenants that the operation of the Premises shall not interfere with any functions of Lessor outside of the Premises. Lessee acknowledges the following: as of the Commencement Date: (i) that it has reviewed all zoning ordinances, land use restrictions, and similar limitations affecting the Premises, as well as all agreements entered into under the same; (ii) that Lessee shall comply with all such ordinances, restrictions, limitations and agreements according to the terms of this Lease; and (iii) that Lessee's failure or inability at any time to comply with such ordinances, restrictions, limitations and agreements shall not give rise to any right in Lessee to terminate this Lease. Furthermore, if any governmental license, certificate, approval, or permit, shall be required for the proper and lawful conduct of the Permitted Use in the Premises or any part thereof pursuant to any applicable law, Lessee, at its sole cost and expense, shall diligently and duly procure and thereafter maintain such licenses, certificates, approvals, and permits during the Term hereof, and Lessee shall submit such licenses, certificates, approvals, and permits (and all applications therefor) to Lessor for inspection promptly upon request. Lessor agrees to reasonably cooperate with Lessee, at no cost, expense, or liability to Lessor, in connection with Lessee procuring all such licenses certificates, approvals, and permits. Lessee shall at all times during the Term hereof materially comply with the terms and conditions of each such license, certificate, approval, and permit. In the event Lessee fails, for any or no reason whatsoever, to obtain any or all licenses, certificates, approvals, or permits necessary for the operation of Lessee's operations at the Premises as required by this Lease, such failure shall not affect, reduce, or diminish Lessee's obligations under this Lease. Lessee covenants and agrees to indemnify and hold Lessor and the Lessor Indemnitees (as hereinafter defined) harmless from any penalties, damages, or charges imposed for any violation of any and all applicable laws, licenses, certificates, approvals, or permits, whether occasioned by neglect, omission, or willful act of Lessee or any person (other than Lessor, its officers, agents, employees, guests and invitees) by license, invitation or any other arrangement with Lessee.

6. RENT.

A. Base Rent. Lessee shall pay Lessor for the use granted herein the sum of Twelve thousand thirty-six dollars and twenty-four cents ($12,036.24) per month ($0.73) per square foot "Base Rent") payable in advance. Payment shall be due and payable on the first day of each and every month thereafter with ten days grace period and shall be made by check or draft issued and payable to the County of Los Angeles and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, 500 West Temple Street, Room 410, Los Angeles, CA 90012, Attention: Franchise/Concessions Section. Lessee agrees to pay 10% of the monthly rent as a late fee in the event the payment is not received by County by the tenth day of each month.

B. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month. Commencing at the end of the first year of occupancy, and for each successive one-year period thereafter, the amount set forth in this section shall be subject to a 3% annual increase.

C. Additional Rent. Except as expressly provided otherwise in this Lease, so that all Taxes (as hereinafter defined), impositions, insurance premiums, utility charges, maintenance, repair and replacement expenses, payments or charges under covenants, conditions and restrictions now or hereafter of record, all expenses relating to compliance with applicable law, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Premises (excepting only Lessor's obligations expressly set forth in this Lease) which may arise or become due to Lessor or third parties during the Term or by reason of events occurring during the Term shall be paid or discharged by Lessee, at Lessee's sole cost and expense (all charges payable by Lessee are hereinafter collectively referred to as “Additional Rent”). Lessor, at its election, shall have the right (but not the obligation) to pay for or perform any act, including, but not limited to, repair obligations that require the expenditure of any sum of money by reason of the failure or neglect of Lessee to perform any of the provisions of this Lease within the applicable grace period, if any, provided herein.

7. TAXATION OF LEASED AREA:

A. Payment of Taxes: The Parties acknowledge that the Premises may be subject to Possessory Interest Taxes (as defined in California Revenue and Taxation Code Section 107) and that such taxes will be paid by Lessee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Lessee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the Federal, State, County, City, or any other tax or assessment-levying body upon the Leased Area and any improvements located thereon. If Lessee fails to pay any lawful taxes or assessments upon the Leased Area, which Lessee is obligated to pay, Lessee will be in default of this Lease. The County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by the County shall be repaid by Lessee to the County upon demand.

B. Indemnity Taxes and Assessments: Lessee agrees to indemnify, defend, protect and hold The County and the County Indemnities harmless from the payment of Taxes, including any penalties and interest associated therewith. Lessee further agrees to prevent said Taxes from becoming delinquency liens upon the Property, and except where Lessee notifies the County in writing that Lessee is contesting or proposes to contest Taxes, to allow the County to pay such Taxes which come delinquent; but, if the County makes such payments, they will become immediately due and payable to the County by Lessee, and ten percent (10%) interest on any sums due shall be assess as a penalty to Lessee.

C. Lessee's Right to Contest Taxes: Lessee shall have the right, at its own expense, to contest the amount or validity of any Taxes by appropriate proceedings diligently conducted in good faith which shall operate to prevent the collection of any Taxes so contested or the sale of the Property or any part thereof to satisfy the same. Pending final judgment and appeals of any such legal proceedings, the County shall not have the right to pay, remove, or discharge any Taxes thereby contested, provided that Lessee shall protect the County and the Property from any lien by adequate surety bond or other security deemed appropriate by the County.

8. UTILITIES: Lessor shall furnish all utilities to Lessee, including water, sewer, gas, HVAC, and electricity.

A. Consent From Lessor: Lessee shall not enter into any contract or agreement with any governmental agency or body or public utility with reference to sewer lines, water lines, street improvements, street lighting, or utility connections, lines, or easements without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall install separate meters, if practicable, for Lessee's use for all utilities required for the Premises. All costs associated with bringing required utilities to the Premises, including related professional and service charges, shall be solely the Lessee's responsibility.

9. DATA LINES: Lessee shall be responsible for paying for all Data Lines necessary for the operation of the Leased Area, including for telephone, communication, audio, video, data and internet lines, equipment, or access. County shall provide access to the building in which the Leased Area is located for installation of Data Lines upon receipt and approval of plans.

10. OPERATING EXPENSES AND MAINTENANCE AND REPAIR:

A. Lessor Responsibilities: Lessor shall maintain the major Building systems, including without limitation, the Building, including the foundation, floors, walls, roof and structure thereof, and the plumbing, HVAC system, and electrical systems located therein, and all parts of the exterior, including the sidewalks, curbs, trash enclosures, landscaping, in good condition and repair. Lessor shall have no other maintenance, repair, or replacement obligations with respect to the Premises, except for fixed kitchen equipment. In the event Lessor incurs any costs or expenses relating to maintenance, repairs, or replacements to the Premises as a result of the failure of Lessee to comply with Section 10, Lessee shall pay or reimburse Lessor for any such costs or expenses within 30 days of receiving documented invoice therefore, plus 10% interest on the amount due.

B. Lessee's Responsibility: Throughout the term of this Lease and for any extended term, Lessee shall, at Lessee's sole cost and expense, maintain the

Premises including kitchen, all fixed equipment, and furniture (as outlined in Attachment A) in good condition and repair and in accordance with the requirements of: (i) all applicable laws; (ii) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; (iii) any insurance companies insuring all or any part of the Premises, if applicable; and (v) the rules and regulations of Lessor regarding the operation of the Premises as may be promulgated from time to time. Upon the Commencement Date, all maintenance, repairs, and replacements subject to Section 10B above are to be performed by or on behalf of Lessee and shall be done promptly, in a good and workmanlike fashion and without diminishing the original quality of the Premises. Lessee shall deliver to Lessor copies of Lessee's maintenance contracts and service records within 10 days after receipt of Lessor's written request therefor.

C. County Artwork Installation and Care: Lessor may, at its sole discretion and cost install up to seven pieces of artwork within the Premises. The artwork shall remain the sole property of the County. Lessee acquires no ownership or other interest therein.

Lessee shall ensure the security and condition of the artwork and shall notify Lessor within 24 hours of damage, vandalism, or theft. Lessee shall provide routine care as described for each piece of artwork listed in Exhibit B. Except for such routine care and securing the artwork, Lessee shall have no other responsibility for the artwork.

Lessee may not move or relocate the artwork at any time. Lessor, or its representatives shall also have the right to periodically inspect the artwork upon 24 hours' notice.

Specific works of art are referenced in Exhibit B.

D. Waste: Lessee shall not commit or permit the commission of any waste upon the Premises or the LAGMC campus, nor permit anything to be done upon the Premises or the LAGMC campus that would invalidate or prevent the procurement of any Required Insurance or governmental permits, licenses or approvals that may at any time be required pursuant to the provisions hereof. Lessee shall not store or dispose of any waste or byproducts of Lessee's operation in the Premises or on the LAGMC campus in violation of Section 20 of this Lease.

E. Graffiti: As of the Commencement Date, any and all graffiti that occurs in the Premises during the Term shall be removed by Lessee within 48 hours, at Lessee's sole cost and expense.

F. Inspections: Lessor may conduct inspections of the property during each lease year in order to verify that Lessee is maintaining the property in good condition and repair.

11. LIENS:

A. General: Subject to the provisions of Section 8 and Section 9 herein, Lessee hereby covenants to keep the Premises and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessee's acts or omissions and/or created by the performance of any labor or furnishing of any material, supplies, or equipment contemplated hereunder. Lessee further agrees to hold Lessor and the Premises and all parts thereof free and harmless from any such Lessee-created liens, claims, or demands, and any and all costs, damages, or liability in connection therewith, together with reasonable attorney's fees and all actual costs and expenses incurred by Lessor in negotiating, settling, defending, and otherwise protecting the Premises or any part thereof against such liens, claims, or demands.

B. Mechanics' and other Liens: Upon the Commencement Date and continuing throughout the Term, Lessee shall not permit any mechanic's, materialmen's, contractor's, sub-contractor, or other lien, arising out of the performance of the Lease, to stand against the Premises, or any part thereof. If any such lien shall be filed against the Premises, Lessee shall cause the same to be discharged within 10 days after actual notice of such filing, by payment, deposit, or bond. If Lessee fails to discharge any such lien, Lessor may, but shall not be obligated to, discharge the same, and any amount so paid or deposited by Lessor and all costs and expenses incurred by Lessor, including reasonable attorney's fees, shall become immediately due and payable by Lessee to Lessor, together with interest thereon computed at the rate of 7% per annum. If Lessee desires to contest any such lien, Lessee shall notify Lessor in writing of Lessee's intention to do so within 10 days after the filing of and service upon Lessee of such lien or lose the right to contest. In such case, provided that Lessee shall furnish the bond required by California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such lien), Lessee shall not be in default until five days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge any such lien to the extent held valid, but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereto, and such delay shall be a material default of Lessee hereunder. In the event of any such contest, Lessee shall defend, protect, hold harmless, and indemnify Lessor against all loss, costs, expense, and damage, including reasonable attorney's fees and costs, resulting therefrom.

12. INDEMNIFICATION AND INSURANCE:

Indemnification: Lessee shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, injury, or damage including (but not limited to) demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with the Lessee's repair, maintenance, and other acts and omissions arising from and/or relating to the Lessee's use of the Premises.

A. General Insurance Provisions: Without limiting the Lessee's indemnification of Lessor and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. 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 Lessee pursuant to this Lease. The Lessor in no way warrants that the Required

Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Lease.

(1) <u>Evidence of Coverage and Notice to Lessor</u>:

- Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this Lease.

- Renewal Certificates shall be provided to Lessor not less than 10 days prior to Lessee's policy expiration dates. Lessor reserves the right to obtain complete, certified copies of any required Lessee insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Lessee identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand ($25,000.00) dollars, and list any Lessor required endorsement forms.

- Neither the Lessor's failure to obtain, nor the Lessor'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 Lessee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

  County of Los Angeles
  Chief Executive Office
  Real Estate Division

555 W Fifth Street, 36th Floor
Los Angeles, CA 90013
Attention: Joyce Chang, Senior Manger

Lessee also shall promptly notify Lessor of any third-party claim or suit filed against Lessee which arises from or relates to this Lease and could result in the filing of a claim or lawsuit against Lessee and/or Lessor.

(2) Additional Insured Status and Scope of Coverage: Lessor, which is the County of Los Angeles, and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Lessor and its Agents), shall be provided additional insured status under Lessee's General Liability policy with respect to liability arising from or connected with Lessee's acts, errors, and omissions arising from and/or relating to Lessee's operations on and/or its use of the Premises. Lessor's additional insured status shall apply with respect to liability and defense of suits arising out of Lessee's acts or omissions, whether such liability is attributable to Lessee or Lessor. The full policy limits and scope of protection also shall apply to Lessor as an additional insured, even if they exceed Lessor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(3) Cancellation of or Changes in Insurance: Lessee shall provide Lessor with, or Lessee's insurance policies shall contain a provision that Lessor shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to Lessor at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Lease, in the sole discretion of the Lessor, upon which the Lessor may suspend or terminate this Lease and the associated MAWO.

(4) Failure to Maintain Insurance: Lessee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Lease, upon which the County immediately may suspend or terminate this Lease. The County, at its sole discretion, may obtain damages from Lessee resulting from said breach. Alternatively, the County may purchase the Required Insurance and without further notice to Lessee, pursue Lessee reimbursement.

(5) Insurer Financial Ratings: Insurance is to be provided by an insurance company authorized to do business in California and acceptable to Lessor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by Lessor.

(6) Lessee's Insurance Shall be Primary: Lessee's insurance policies with respect to any claims related to this Lease, shall be primary with respect to

all other sources of coverage available to Lessor. Any Lessor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Lessee coverage.

(7) Waiver of Subrogation: To the fullest extent permitted by law, Lessee hereby waives its and its insurer(s) rights of recovery against Lessor under all required insurance policies for any loss arising from or related to this Lease. Lessee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(8) Deductibles and Self-Insured Retentions (SIRs): Lessee's policies shall not obligate Lessor to pay any portion of any Lessee deductible or SIR. Lessor retains the right to require Lessee to reduce or eliminate policy deductibles and SIRs as respects Lessor, or to provide a bond guaranteeing Lessee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(9) Claims Made Coverage: If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Lessee understands and agrees it shall maintain such coverage for a period of not less than three years following Lease expiration, termination, or cancellation.

(10) Application of Excess Liability Coverage: Lessee 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.

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

(12) Lessor Review and Approval of Insurance Requirements: Lessor reserves the right to review and adjust the Required Insurance provisions, conditioned upon Lessor's determination of changes in risk exposures.

B. Insurance Coverage Requirements. Lessee shall maintain the following:

(a) Commercial General Liability insurance (written by ISO policy form CG 00 01 or its equivalent) and endorsed to name the County as an additional insured, with limits of not less than the following:

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

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

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease — policy limit:	$1 million
Disease — each employee:	$1 million

(d) Commercial Property Insurance: Such insurance shall:

i. Provide coverage for Lessor's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

ii. Be written for the full replacement cost of the property, with a deductible no greater than $250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to Lessee and Lessor as their interests may appear.

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

(f) Professional Liability/Errors and Omissions Insurance covering Lessee's liability arising from or related to this Lease, with limits of not less than $1 million per claim and $3 million aggregate. Further, Lessee understands and agrees it shall maintain such coverage for a period of not less than three years following expiration, termination, or cancellation of this Lease.

13. <u>REPAIR AND RESTORATION</u>:

A. <u>Notice of Damage to Premises</u>: If any portion of the Premises shall be damaged or destroyed by fire or other casualty, Lessee shall give prompt written notice thereof to Lessor ("Lessee's Notice of Damage"). Lessee's Notice of Damage shall include a statement as to whether the damage to the Premises is covered by Lessee's Required Insurance.

B. Damage by Covered Risk: During the term of this Lease, if the Premises and/or improvements are damaged due to a risk covered by Required Insurance, Lessee shall cause the damage to be repaired and the improvements restored to substantially the same condition as they were in immediately before such damage. Notwithstanding the foregoing, should Lessee fail to obtain certain Required Insurance that would have covered such damage, Lessee shall be obligated to repair the damage and restore the building and the improvements at its sole cost and expense.

C. Damage Not Covered: If, during the term of this Lease, the Premises and/or improvements are damaged due to a risk not covered by Required Insurance and whether or not such damage is substantial, Lessee may elect either to cause the damage to be repaired and the Building, Premises, and/or improvements restored to substantially the same condition as they were immediately before the damage or to terminate this Lease. Said election shall be made by written notice to County within 60 days of the occurrence of the damage. If no written notice is given by Lessee within said 60-day period, then both Parties agree this shall constitute Lessee's election not to repair the damage and to terminate this Lease and MAWO No. PH-00583-W1, and vacate the Premises.

D. Repairs to Premises, or Improvements: If Lessee is required or elects to repair any damage to the Premises and/or improvements, such damage shall be repaired and the Premises, and/or improvements restored to substantially the same condition as they were in immediately before the damage as promptly as is commercially reasonable. To the extent the damage is due to a risk covered by Required Insurance, such repairs shall be made from the proceeds of such insurance and the proceeds of such insurance shall be made available to Lessee for such purpose. Lessee shall be responsible for covering any costs of such repairs in excess of the proceeds from the Required Insurance. All work shall be performed in a good and workmanlike manner and shall be completed as promptly as is reasonably possible and in accordance with all applicable laws. Commencement of the repair and restoration shall require (i) securing the area to prevent injury to persons and/or vandalism to the Building, Premises and improvements and (ii) the placement of a work order or contract for obtaining the labor and materials to accomplish the repair and restoration.

E. Termination of Lease if Unable to Repair or Restore: Notwithstanding any provision contained in this Lease to the contrary, if the applicable laws existing at the time of the damage do not permit the repair or restoration required or allowed under this Lease, either Party may terminate this Lease immediately by giving 60 days' written notice to the other Party. If this Lease is terminated pursuant to any of the provisions in this Section 12.E and no Event of Default has occurred or has occurred and not been cured the proceeds of any and all Required Insurance shall be the sole property of Lessee. Lessee shall be required to use such proceeds to clear the site or abate potential nuisances due to damage. If the proceeds of any Required Insurance are received by the County, such proceeds shall be promptly paid to Lessee, less any expenses incurred by the County in clearing the site or abating potential nuisances due to the damage. Lessee waives the provisions of California Civil Code Sections 1932 and 1933 which relate to termination of leases when the thing leased is destroyed and agrees that such event shall be governed exclusively by the terms of this Lease.

14. DEFAULT:

A. Default by Lessee:

(1) Material Default: The occurrence of any of the following shall constitute a material default and breach of this Lease (each an "Event of Default"):

(a) A failure by Lessee to maintain its status as a non-profit public benefit corporation throughout the term of the Lease.

(b) A failure by Lessee to observe and perform any agreement, term, covenant, or condition in this Lease applicable to Lessee ("Lessee's Obligations") when such failure continues for 30 days after written notice thereof to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion, which in no event shall be more than 60 days from receipt of the written notice described above.

(c) Discontinuing the operation of Lessee's Services at the Premises for more than 10 days, using the Premises for anything other than the Permitted Use, or vacating or abandoning the Premises, without justification as approved by Lessor.

(d) Transferring Lessee's interest in this Lease in violation of Section 16. Transfer to any entity shall automatically terminate this Lease.

(2) Remedies: If Lessee defaults under this Lease, Lessor, without further notice to Lessee shall, in addition to any other remedies available by law or equity, have one or more of the following remedies at Lessor's sole election:

(a) Without barring later election of any other remedy and without terminating Lessee's right to possession of the Premises, or any part thereof, Lessor may require strict performance of all covenants and obligations herein as the same shall accrue or become due, without terminating this Lease, and Lessor shall have the right of action therefor without awaiting the end of the Lease term.

(b) If Lessor obtains possession of the Premises under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (unless Lessee obtains relief under Section 1179 of that Code) or if Lessor, by written notice declares the Lease to be terminated because of breach of this Lease, then Lessor may enter upon the Premises and remove any and all persons and or property whatsoever situated thereon, and place all or any portion of said property in storage for the account of and at the expense of Lessee and dispose of such property in accordance with applicable laws. Lessor shall be entitled to recover in one or more awards or judgment from Lessee:

(i) Any amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's Obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom. Such other amount shall include, but not be limited to, such expenses (including reasonable attorney's fees and expenses) as Lessor may have paid, assumed, or incurred in recovering possession of Premises, placing the Premises in good order and condition, preparing or altering Premises for reletting, and reletting the Premises during any part of time for which a rental concession, if any, had been given by Lessor.

(ii) Lessor may, at Lessor's election, terminate this Lease by giving Lessee notice of termination. On the giving of the notice to Lessee, all Lessees' rights in the Premises and in the building shall terminate, and any outstanding balance due shall be immediately due and payable by Lessee. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have so declared in writing to Lessee, nor shall Lessor be deemed to have accepted or consented to an abandonment by Lessee by performing acts intended to maintain or preserve the Premises, making efforts to relet the Premises or appointing a receiver to protect Lessor's interest under this Lease. Promptly after notice of termination, Lessee shall surrender and vacate the Premises in a broom-clean condition, and Lessor may re-enter and take possession of the Premises and/or eject all parties in possession, some and not others, or eject none. Termination under this Section shall not relieve Lessee from any obligations under this Lease or from any claim for damages incurred or accruing against Lessee up to the date of termination. Lessee shall remain liable to Lessor for damages in an amount equal to the Rent that would have been owing by Lessee hereunder for the balance of the Term, had this Lease not been terminated, less the rental value of reletting of the Premises by Lessor subsequent to such termination, after deducting all of Lessor's expenses, if any, in connection with such recovery of possession or reletting.

(c) Lessor may, at Lessor's election, enter the Premises and, without terminating this Lease, at any time and from time to time may use or let the Premises or the Improvements or any part or parts of them for the account and in the name of Lessor or otherwise. Any reletting may be for the remainder of the Term or for a longer or shorter period. Lessor may execute any lease made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or any part thereof. Lessee shall, upon such election by Lessor, have the right to immediately remove its personal property and trade fixtures and be liable for any damage caused by such removal.

(d) Subject to Lessee's and Lessor's rights to contest as provided elsewhere in this Lease, if, at any time during the Term of this Lease, Lessee fails, refuses, or neglects to do any of the things herein required to be done by the Lessee, Lessor shall have the right, but not the obligation, to do the same, but at the cost of and for the account of the Lessee; provided, however, that Lessor shall in no case take such action until first giving the Lessee written notice of such failure, refusal, or neglect and allowing time periods, if any, as specified in this Lease, within which Lessee may commence a bona fide effort to cure the same.

(3) Equitable Relief: Nothing contained herein shall affect, change, or waive any rights of Lessor or Lessee to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, relating to actions for unlawful detainer, forcible entry, and forcible detainer.

(4) Cumulative Remedies: The remedies of Lessor as provided above are cumulative and in addition to, rather than exclusive of, any other remedy of Lessor herein given or that may be permitted by law. Any lawful re-entry as provided for herein shall not make Lessor liable in damages or guilty of trespass because of any such lawful re-entry.

B. Default by Lessor: Lessor shall in no event be in default under this Lease unless Lessor shall neglect or fail to perform any of its obligations hereunder and shall fail to remedy the same within 20 business days after notice from Lessee to Lessor specifying such neglect or failure, or if such failure is of such a nature that Lessor cannot reasonably remedy the same within such 20 business day period, Lessor shall fail to commence promptly (and in any event within such 20 business day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity. In no event shall Lessor be liable for any damages based on a default, including without limitation, any special, consequential, or punitive damages. Lessee's sole and exclusive remedy in the event of a default by Lessor shall be to terminate this Lease upon written notice to Lessor. If such written notice is so given, this Lease shall terminate and the Parties shall have no further liabilities or obligations hereunder, except as to indemnification obligations for actions or events occurring prior to the date of such termination, to the extent specifically provided for in this Lease.

15. WAIVER OF CONDITIONS OR COVENANTS: Any waiver by Lessor of any breach or any one or more of the covenants, conditions, terms and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of Lessor to require exact, full and complete compliance with any of the covenants, conditions, terms, and agreements of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement between Lessor and Lessee. No delay, failure, or omission of Lessor to re-enter the Premises or to exercise any right, power, privilege, or option, arising from any default shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to Lessee shall be required to restore or revise “time is of the essence” after the waiver by Lessor of any default. No option, right, power, remedy, or privilege of Lessor shall be construed as being exhausted by the exercise

thereof in one or more instance. The rights, powers, options, and remedies given Lessor by this Lease shall be cumulative. Any waiver by Lessor must be in writing to be effective.

16. EMINENT DOMAIN: If the whole or any part of the Premises shall be taken by any paramount public authority under the power of eminent domain, then the Term of this Lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right to either cancel this Lease or to continue in the possession of the remainder of these Premises under the terms herein provided. All damages awarded for such taking shall belong to and be the property of Lessor provided, however, that Lessor shall not be entitled to any portion of the award made for loss of structures, buildings, or other improvements or personal property, equipment, and trade fixtures belonging to Lessee immediately prior to the taking of possession by the condemning authority.

17. ASSIGNMENT/SUBLETTING:

No Assignment: Lessee shall not either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein (each a "Transfer").

A. No Involuntary Assignment: Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment, or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, so that the same and the making by Lessee of any general assignment for the benefit of creditors, or the filing of a petition to have Lessee adjudicated a bankruptcy, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days, or the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, when such seizure is not discharged within 60 days, shall be a Material Default under this Lease.

18. ENCUMBRANCES

Lessee agrees that it shall not encumber, hypothecate, or otherwise grant any security interest or lien upon its interest in the Premises. Encumbrance shall mean any direct or indirect grant pledge, assignment, transfer, mortgage, hypothecation, grant of control, grant of security interest, or other encumbrance of or in all or any portion of Lessee's interest under this Lease and estate so created.

19. LESSEE'S FIXTURES AND PERSONAL PROPERTY.

A. Lessee may remove, at its own expense, during or at the expiration of the term or other termination of this Lease, all fixtures, equipment, furniture, and all other personal property (collectively "Lessee Equipment") placed or installed in or upon the Premises by Lessee, provided no Event of Default has occurred and is continuing. Lessee agrees that if so instructed by the County, Lessee shall remove, at its own expense, at the expiration or early termination of the term of this Lease, or any holdover period thereof, all Lessee Equipment placed or installed in or upon the Premises by Lessee. In the event Lessee removes any or all fixtures pursuant to this Section, Lessee shall restore the Premises to the original condition which existed upon the Commencement Date of this Lease, ordinary wear and tear excepted.

B. All Lessee Equipment that was not placed or installed in or upon the Premises by Lessee or replacements of Lessee Equipment placed or installed by Lessor prior to the Commencement Date of this Lease, shall remain the property of Lessor. Lessee may remove said Lessee Equipment, at its own expense, only upon the prior written consent of Lessor.

C. Any Lessor equipment, furniture, and personal property existing on the Premises as of the Commencement Date of this Lease shall remain the property of Lessor during and after the expiration of the Lease term.

20. HAZARDOUS SUBSTANCES:

A. Definition: For purpose of this Lease, the term Hazardous Substances shall be deemed to include "hazardous substances" as defined in California Health and Safety Code Section 25316, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

B. Warranties, Representations, and Covenants: Lessee hereby warrants, covenants, and represents that it shall not cause the presence, use, storage, or disposal of any Hazardous Substances on or about the Premises or the LAGMC campus without the prior written consent of Lessor, in its sole discretion. Lessee further warrants, covenants, and represents that it shall comply with all applicable laws and regulations concerning the use, release, storage, and disposal by Lessee, its agents, and contractors of Hazardous Substances on the Premises. Lessee waives any and all claims, caused by any soil contaminants both known and unknown by Lessee to exist at, in, or on the Premises as of the Effective Date of this Lease, and agrees to indemnify, defend, save, and hold harmless Lessor and its Agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by any soil contaminants known by Lessee to exist at, in, or on the Premises as of the Effective date of this Lease but only for those liabilities, expenses, or claims arising after the Commencement Date. This indemnification obligation shall survive the expiration of this Lease.

C. Notice: Lessee agrees to immediately notify Lessor when Hazardous Substances have been released on the Premises, upon becoming aware of the same.

D. Indemnity: Lessee agrees to indemnify, defend, and hold harmless Lessor and the Lessor Indemnitees from and against all liability, expense (including defense costs, legal fees, and response costs imposed by law), and claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Substances on the Premises which is caused by Lessee. The indemnity provided by this Section 19 shall survive the termination of this Lease.

E. Default: Lessee's failure to comply with the provisions of this Section 20 may, in Lessor's sole discretion, be deemed an Event of Default and entitle Lessor to all rights and remedies as set forth in Section 14.

21. PARKING:

A. Lessee will not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, contractors, clients, suppliers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities. One parking space will be allocated for a passenger van to transport clients. No other vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles, and pick-up trucks. No storage of vehicles or maintenance or repair work on vehicles is permitted.

B. Lessor reserves the right from time to time to modify and/or adopt such other reasonable rules and regulations for parking as it deems reasonably necessary or advantageous.

22. SURRENDER OF THE PREMISES; HOLDING OVER:

At the end of the Term, Lessee shall quit and surrender to Lessor the Premises vacant, broom-clean, and in good order and condition, ordinary wear and tear excepted. If Lessee fails to vacate the Premises on the last day of the Term in the condition required hereunder, Lessor shall be entitled to re-enter without process and without notice (any notice to quit or of re-entry being expressly waived) using such force as may be reasonably necessary, and alternatively, shall have the benefit of all provisions of applicable law respecting the speedy recovery of possession of the Premises (whether by summary proceedings or otherwise) to the same extent as if statutory notice had been given. In addition to and not in limitation of the foregoing, occupancy subsequent to the last day of the Term ("Holdover Occupancy") shall be a tenancy at will. Holdover Occupancy shall be subject to all terms, covenants, and conditions of the Lease during such Holdover Occupancy. Lessor shall also be entitled to recover all damages, including lost business opportunity regarding any prospective tenant(s) for the Premises, suffered by Lessor as a result of Lessee's Holdover Occupancy.

23. ADMINISTRATION: The CEO or his/her authorized designee shall have the authority to administer this Lease on behalf of County.

24. ALTERATIONS: Except as hereinafter provided, Lessee shall make no additions, installations, improvements, replacements, and/or alterations in or to the Premises (hereinafter "Alterations") without the prior written consent of Lessor, which shall not be unreasonably withheld. Consent shall be given or denied within 30 days of receipt of written request, which request shall include a complete set of plans, where applicable, and the estimated cost of such Alterations. Failure to provide written approval or disapproval from the Lessor within 30 days shall be deemed disapproval. Without limiting the scope of Lessor's discretion as to withholding consent to requested

Alterations, Lessor may condition its approval thereof upon the delivery by Lessee of payment in full for such Alterations into an escrow account held by Lessor. All Alterations made by or for Lessee shall be done in a good and workmanlike manner and diligently prosecuted to completion, in compliance with applicable law.

25. SECURITY: Lessee shall be solely responsible for security measures at the Premises. Lessee acknowledges that as of the Commencement Date, Lessor has installed security cameras on the Premises and will allow reasonable access to CCTV feed. Lessor has not and will not undertake any other duty whatsoever to provide security for the Premises and, accordingly, Lessor is not responsible for the security of same or the protection of Lessee's property or Lessee's employees, invitees, clients, or contractors from any cause whatsoever, including but not limited to criminal and/or terrorist acts. To the extent Lessee determines that such security or protection services are advisable or necessary, Lessee shall arrange for and pay the costs of providing same. Lessor shall have no responsibility to prevent and shall not be liable to Lessee for losses due to theft, burglary, or other criminal activity, or for damages or injuries to persons or property resulting from persons gaining access to the Premises, and Lessee hereby releases Lessor and the Lessor Indemnitees from all liabilities for such losses, damages, or injury, regardless of the cause thereof.

26. LESSOR'S RIGHTS OF ACCESS: Lessor reserves unto itself all oil, gas, hydrocarbons, or other minerals in and under the Premises without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the land. Lessor and its agents shall have the right to access the land for ingress and egress for the duration of this Lease. After reasonable notice (except in emergencies when no such notice shall be required), which may be by telephone or e-mail, Lessor, its agents, and representatives, shall have the right (without any obligation so to do) to enter the Premises (i) to inspect the same including the inspections set forth in Section 10.E. above, (ii) to exercise such rights as may be permitted hereunder, (iii) to make repairs or alterations to the Premises, (iv) to make repairs or perform other obligations if Lessee fails to do so as required hereunder (but the Lessor shall have no duty whatsoever to make any such inspections, repairs, alterations, additions or improvements except as otherwise expressly provided in this Lease), (v) to deal with emergencies, (vi) to post such notices as may be permitted or required by law to prevent the perfection of liens against Lessor's interest in the Premises, (vii) to exhibit the Premises to prospective tenants during the 24 months preceding expiration of the Term and at any reasonable time during the Term to show the Premises to prospective purchasers, lessors, and mortgagees, or (viii) for any other purpose as Lessor may deem necessary or desirable; provided, however, Lessor shall use reasonable efforts not to materially interfere with Lessee's use of or access to the Premises and Lessor shall be accompanied by a designated representative of Lessee if and to the extent Lessee makes such representative available during such entry period. Lessee shall not be entitled to any abatement of rent or other charges, nor shall Lessor be deemed guilty of an eviction, actual or constructive, or any violation of Lessee's quiet enjoyment of the Premises on account of Lessor's access to

the Premises pursuant to the provisions of this Section 26 or any other provision of this Lease or applicable law.

27. COUNTY'S LOBBYISTS: Lessee and each lobbyist or lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Lessee, shall fully comply with Lessor's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessee or any Lessor's lobbyist or Lessor lobbying firm retained by Lessee to fully comply with Lessor's Lobbyist Ordinance shall constitute a material breach of this Lease upon which Lessor may immediately terminate or suspend this Lease and MAWO No. PH-005891-W1.

28. NOTICES: Any notices under this Lease must be in writing and must be sent by (i) personal delivery, (ii) by United States registered or certified mail (postage prepaid), or (iii) by an independent overnight courier service, addressed to the addresses specified in Section 1 (the Lease Summary) or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three business days after the Party sending the notice deposits the notice with the United States Post Office. Notices delivered by overnight courier are deemed effective on the next business day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

29. GENERAL PROVISIONS:

A. Waiver: The waiver by Lessor or Lessee of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. All waivers must be in writing to be effective.

B. Marginal Headings: The Section titles in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

C. Time: Time is of the essence for this Lease and each and all of its provisions in which performance is a factor.

D. Recordation: Lessee may not record this Lease at any time without the prior written consent of Lessor.

E. Binding on Successors: Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessee, and whatever the context permits or requires, the successors in interest to the Lessor.

F. Prior Agreements: This Lease, agreements incorporated by reference, and all attachments and exhibits hereto, contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors-in-interest. This Lease shall not be effective or binding on any Party until fully executed by both Parties hereto.

G. Unavoidable Delay: Any prevention, delay, non-performance or stoppage due to any of the following causes shall excuse non-performance for a period equal to any such prevention, delay, non-performance, or stoppage. The causes referred to above are strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls, casualties not contemplated by insurance provisions of this Lease, or other cause beyond the reasonable control of the Party obligated to perform. This Section 29.G shall not apply to any monetary obligation set forth in this Lease, and all such monetary obligations shall not be excused in the event of an Unavoidable Delay.

H. Severability: Any provision of this Lease that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Choice of Law and Forum: This Lease shall be governed by the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the courts of the County of Los Angeles, California.

K. Interpretation: Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

L. Administration of Lessor Space: Lessor does not grant or delegate to Lessee hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to the Premises.

M. Conflict of Interest. No Lessor employee whose position in Lessor service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by Lessee herein, or have any other direct or indirect financial interest resulting from this Lease.

N. Title. Lessee hereby acknowledges the title of County in and to the Premises, and covenants and agrees never to assail, contest, or resist said title.

O. Acknowledgment of Ineligibility for Relocation Assistance. Lessee expressly acknowledges that Lessee will be in possession of the Premises as a result of County's previously acquired property interest. In recognition of such fact, Lessee hereby disclaims any status as a “displaced person” as such is defined in Government Code Section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

P. No Presumption Against Drafter: Lessor and Lessee agree and acknowledge that: (i) each has, of its own ability, had its own independent counsel review this Lease; (ii) this Lease has been freely negotiated by Lessor and Lessee; and (iii) in the event of any ambiguity, controversy, dispute or disagreement over the interpretation, validity, or enforceability of this Lease or any of its covenants, terms, or conditions, no inference, presumption, or conclusion whatsoever shall be drawn against Lessor by virtue of Lessor’s having drafted this Lease.

30. COUNTERPARTS; ELECTRONIC SIGNATURES: This Lease, and any other document necessary for the consummation of the transaction contemplated by this Lease, may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease, and electronic signatures, facsimile signatures, or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Lessor and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defense to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Lease to be subscribed by its Chief Executive Officer or his designee and Lessee has caused this Lease to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

By Juan Navarro.
Juan Navarro
Chief Executive Officer

COUNTY OF LOS ANGELES,
a body corporate and politic

Joseph Nicchitta
Chief Executive Officer

By: ______________________________
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: ______________________________
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: ______________________________
Amy J. Cooper
Deputy County Counsel

Exhibit A
The ("Premises")

Los Angeles General Medical Center
Residential Withdrawal Management Facility
Level 2

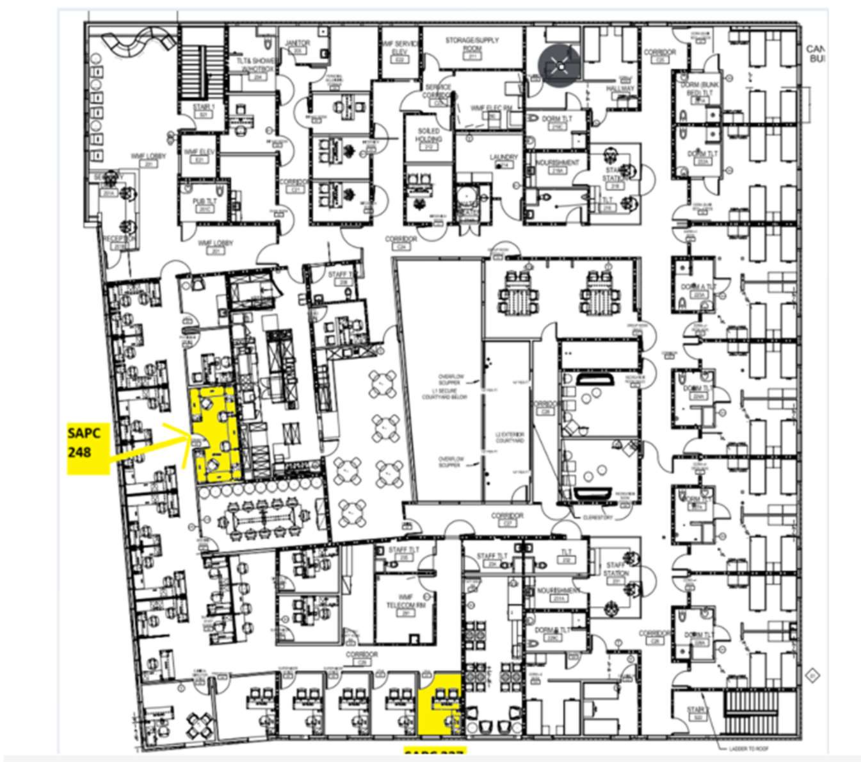

Exhibit B

LOS ANGELES COUNTY DEPARTMENT OF ARTS AND CULTURE
CIVIC ART COLLECTION MAINTENANCE GUIDELINES

ARTWORK(S):

1) **Artist:** Lorenzo Hurtado Segovia

Title: *Con Mucho Amor*

Location: 1st Floor Lobby

Maintenance: The artwork is framed with acrylic glazing. If cleaning is necessary, please lightly dust with a soft, non-abrasive cloth (microfiber cloth). If the acrylic sheet has a stain or soil on the surface, use water to clean with a non-abrasive cloth (microfiber cloth). Blotting is a helpful cleaning technique that avoids scratching the acrylic. Please refrain from eating or drinking within 5 feet of the artwork.

2) **Artist:** Sergio Teran

Title: *Nopalera en Frente*.

Location: 2nd Floor Lobby Hallway 201

Maintenance: The artwork is framed with acrylic glazing. If cleaning is necessary, please lightly dust with a soft, non-abrasive cloth (microfiber cloth). If the acrylic sheet has a stain or soil on the surface, use water to clean with a non-abrasive cloth (microfiber cloth). Blotting is a helpful cleaning technique that avoids scratching the acrylic. Please refrain from eating or drinking within 5 feet of the artwork.

3) **Artist:** Sandy Rodriguez

Title: *Martin Luther King & Degnan, No. 5*

Location: Corridor C24 Men's Dorm Hallway

Maintenance: This artwork is not framed with acrylic glazing, therefore the artwork should not be cleaned and requires consultation prior to any maintenance. Please refrain from eating or drinking within 5 feet of the artwork.

4) **Artist:** Star Montana

Title: *The Untamed Beauty in LA River*

Location: Room 225

Maintenance: The artwork is framed with acrylic glazing. If cleaning is necessary, please lightly dust with a soft, non-abrasive cloth (microfiber cloth). If the acrylic sheet has a stain or soil on the surface, use water to clean with a non-abrasive cloth (microfiber cloth). Blotting is a helpful cleaning technique that avoids scratching the acrylic. Please refrain from eating or drinking within 5 feet of the artwork.

5) **Artist:** Star Montana

Title: *The Water Within Legg Lake*

Location: Room 226

Maintenance: The artwork is framed with acrylic glazing. If cleaning is necessary, please lightly dust with a soft, non-abrasive cloth (microfiber cloth). If the acrylic sheet has a stain or soil on the surface, use water to clean with a non-abrasive cloth (microfiber cloth). Blotting is a helpful cleaning technique that avoids scratching the acrylic. Please refrain from eating or drinking within 5 feet of the artwork.

6) **Artist:** Sandy Rodriguez

Title: *Angeles Vista and Deane*

Location: Corridor 27 Women's Dorm Hallway

Maintenance: This artwork is not framed with acrylic glazing, therefore the artwork should not be cleaned and requires consultation prior to any maintenance. Please refrain from eating or drinking within 5 feet of the artwork.

7) **Artist:** Olalekan Jeyifous

Title: *Canyon Dreamscape* (study)

Location: Outside Office 245

Maintenance: The artwork is framed with acrylic glazing. If cleaning is necessary, please lightly dust with a soft, non-abrasive cloth (microfiber cloth). If the acrylic sheet has a stain or soil on the surface, use water to clean with a non-abrasive cloth (microfiber cloth). Blotting is a helpful cleaning technique that avoids scratching the acrylic. Please refrain from eating or drinking within 5 feet of the artwork.

APN: 5201-001-901

Legal Description (for assessment purposes only):

PARCEL 2 INCLUSIVE, OF PARCEL
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit D

Master Agreement Work Order PH-005891-W1 (MAWO)

Master Agreement Number: PH-005891 Work Order Number: PH-005891-W1

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH MASTER AGREEMENT WORK ORDER FOR RESIDENTIAL SERVICES AT THE LOS ANGELES MEDICAL CENTER

LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

This Master Agreement Work Order (MAWO) and its attachments hereto is made and entered into on 3/31/2026 *, by and between the County of Los Angeles, Department of Public Health, hereinafter referred to as "County" or "Department" or "Public Health" and the Los Angeles Centers for Alcohol and Drug Abuse, hereinafter referred to as "Contractor".*

a. RECITALS

WHEREAS, on December 19, 2025 the County and Contractor entered into Master Agreement Number PH-005891 to provide as-needed substance use disorder treatment services for Public Health; and

WHEREAS, Contractor submitted a proposal in response to Work Order Solicitation (WOS) Number CBHF-WOS-001 released by the County on December 5, 2025, for residential services at the Los Angeles General Medical Center (LAGMC); and

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

WHEREAS, all terms of Master Agreement PH-005891 remain in full force and effect.

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

1.0 APPLICABLE DOCUMENTS

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

Attachment A *Statement of Work*

Attachment B	Budget(s)
Attachment C	Certification of Employee Status
Attachment D	Certification of No Conflict of Interest
Attachment E	County's Administration
Attachment F	Contractor's Administration
Attachment G	Forms Required for Work Order Before Work Begins

2.0 WORK

Pursuant to the provisions of this MAWO, Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work. This MAWO, its attachments and exhibits, and Master Agreement PH-005891 constitute the complete and exclusive statement of understanding between the parties, relating to the subject matter of this MAWO.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

This MAWO is effective upon execution through June 30, 2030, unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for the County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that the Director may cancel this MAWO, without cause, upon the giving of 10 calendar days' written notice to Contractor. In the alternative to cancellation, the Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this MAWO. To implement such change, an amendment to this MAWO will be prepared by the Director for execution by Contractor and the Director.

5.0 FUNDING SOURCE

Provision of services under this MAWO for residential services at LAGMC are 100% funded by federal, State, and Realignment funds.

6.0 MAXIMUM OBLIGATION OF THE COUNTY

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

6.1.1. For the period of execution through June 30, 2026, at an amount not to exceed seven hundred and fifty thousand dollars ($750,000), as set forth in Attachment B-1, Budget.

6.1.2 For the period of July 1, 2026, through June 30, 2027, at an amount not to exceed four million six hundred fifty-six thousand five hundred thirty-eight dollars ($4,656,538), as set forth in Attachment B-2, Budget.

6.1.3 For the period of July 1, 2027, through June 30, 2028, at an amount not to exceed four million six hundred fifty-six thousand five hundred thirty-eight dollars ($4,656,538), as set forth in Attachment B-3, Budget.

6.1.4 For the period of July 1, 2028, through June 30, 2029, at an amount not to exceed four million six hundred fifty-six thousand five hundred thirty-eight dollars ($4,656,538), as set forth in Attachment B-4, Budget.

6.1.5 For the period of July 1, 2029, through June 30, 2030, at an amount not to exceed four million six hundred fifty-six thousand five hundred thirty-eight dollars ($4,656,538), as set forth in Attachment B-5, Budget.

6.2 The County agrees to compensate Contractor in accordance with the payment structures set forth in Attachments B-1 through B-5, Budgets.

6.3 All invoices for payment must be submitted for approval by Contractor to the County Project Manager, or designee, no later than 30 calendar days after month end when the services were rendered by Contractor.

6.4 Contractor must satisfactorily perform and complete all required services in accordance with Attachment A, Statement of Work, notwithstanding the fact that total payment from the County will not exceed the maximum obligation amount for each FY or portion thereof, as listed above. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the Attachment(s) including, but not limited to, any time spent on the preparation for such activities.

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

6.6 The Director of Public Health may elect, or Contractor may request the Director of Public Health or designee, to execute Change Notices to this MAWO that authorize modifications to or within budget categories for each

budget and make corresponding service adjustments, as necessary; allow changes to hours of operation and/or service locations; and/or make changes to this MAWO's terms and conditions. As authorized by the Board, a written Change Notice must be signed by the Director, or designee, and Contractor, and be incorporated into and become part of this MAWO pursuant to Paragraph 8.1.5 of the Master Agreement.

7.0 INVOICE AND PAYMENTS

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

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

Contractor must invoice County on a Cost Reimbursement basis, as reflected in Attachment B, Budget(s).

1. Cost Reimbursement:

- Salaries
- Employee Benefits
    - o At a minimum, the benefit package must include FICA, SUI, Disability Insurance, and Workers Compensation.

- Operating Expenses
- • Mileage and Travel
- Other Costs (including Consultants/Subcontractors)
- Indirect Costs

2. Fee for Service (FFS)

FFS will be reimbursed in accordance with State/County approved rates as described in the most current SUD Rates and Standards Matrix, available at: http://publichealth.lacounty.gov/sapc/NetworkProviders/Regulations.htm.

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

8.0 CONFLICT OF INTEREST

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

9.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted, during the terms of this MAWO. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes but is not limited to, identification of all personnel implicated, and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph is a material breach of this MAWO and the Master Agreement.

9.0 MANDATORY COMPLETION DATE

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

10.0 TERMINATION

The County may terminate this MAWO if Contractor does not execute a lease agreement with Chief Executive Office - Real Estate Division for Los Angeles General Medical Center Residential Withdrawal Management Facility within 60 calendar days of receiving the final lease agreement.

11.0 SERVICES

Contractor will not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that utilizes personnel not specified in this MAWO, and/or that exceeds the maximum obligation of this MAWO, and/or that goes beyond the expiration date of this MAWO.

12.0 CONFIDENTIALITY

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA").

Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient's medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and

the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to Contractor's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Each party further agrees that, should it fail to comply with its obligations under HIPAA, it will indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

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

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

COUNTY OF LOS ANGELES

Barbara Ferrer

By: Barbara Ferrer (Mar 31, 2026 16:18:54 PDT)

Barbara Ferrer, PH.D., M.P.H., M.Ed. Director

Los Angeles Centers for Alcohol and Drug Abuse

CONTRACTOR

By

Signature

ARTICLE 1Juan Navarro

Printed Name

Title: **CEO**

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

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By fain -/.":},

Contracts and Grants Division Management

#08394:jt

ATTACHMENT A

STATEMENT OF WORK

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

RESIDENTIAL SERVICES AT THE LOS ANGELES GENERAL MEDICAL CENTER

WOS NUMBER: CBHF-WOS-001

TABLE OF CONTENTS

1.0 SCOPE OF WORK

1.1 Contractor must provide culturally and linguistically competent, community- based, and evidence-based residential services at a state-of-the-art residential withdrawal management facility (RWMF) as part of the restorative care village (RCV) located on the campus of the Los Angeles General Medical Center (LAGMC).

Contractor must enter into a lease agreement within 60 days of Master Agreement Work Order (MAWO) execution for use of the portion of the County- owned building designated for residential treatment and residential withdrawal management services. As a shared facility operating within the broader RCV model, Contractor is responsible for ensuring integrated referral, screening, care coordination, and operational protocols developed in partnership with other County departments providing services on the LAGMC campus and must comply with all facility-wide operational standards, including but not limited to maintenance, and security protocols.

1.2 Contractor will provide the following services at the LAGMC RWMF under the MAWO:

- **Residential Services -ASAM 3.1, 3.3, 3.5** (includes ASAM levels 3.2 - residential withdrawal management)

2.0 PERSONS TO BE SERVED

2.1 Persons to be served under this Statement of Work (SOW) are residents of Los Angeles County (LAC) aged 18 and older who are eligible or enrolled in Medi-Cal, or participating in other County services, such as Assembly Bill (AB) 109 program, Drug Court, the Juvenile Justice Crime Prevention Act (JJCPA), Promoting Safe and Stable Families Time Limited Family Reunification (PSSF-TLFR), or programs that may become available in the future per Public Health SAPC's direction, if the client does not qualify for Medi-Cal. The terms client and resident are used interchangeably herein to refer to individuals receiving services from Contractor under this SOW.

Persons to be served under this SOW must meet the following criteria for medical necessity:

a. Have at least one diagnosis from the current Diagnostic and Statistical Manual

of Mental Disorders for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-
Substance-Related Disorders; and

b. Meet the criteria based on the ASAM assessment for residential levels of care, including residential withdrawal management.

2.2 Services must be available for all eligible LAC residents 18 years and older. Individuals cannot be denied services because they have a health condition (including mental health diagnoses), when that health condition is stabilized, being managed by the appropriate health care professional, and does not impact basic activities of daily living (AOL), including mild to moderate mental health diagnoses.

2.3 Placement and intensity of treatment, including initial duration of participation in the program by any client, must be based on a clinical assessment, and any extension of the initial prescribed length of stay must be fully and appropriately justified in the client's treatment plan. In evaluating the clients for admission tothe program, Contractor must give preferential consideration to persons meeting medical necessity for SUD treatment services who are also experiencing homelessness.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Contractor must provide and administer services at the LAGMC RWMF as listed in the MAWO and this SOW. Contractor must submit participant data for treatment services provided herein, as set forth in the Special Reports paragraph of the Master Agreement.

3.1 Ramp Up Activities

3.1.1 Contractor must engage in activities that ensure expeditious ramp-up of the LAGMC RWMF as outlined below. Delays may result in corrective action.

3.1.2 Within 30 days after MAWO execution, Contractor must submit a ramp-up plan that ensures that within two months, the facility is occupied by staff responsible for ramp up activities.

3.1.3 Within three months after MAWO execution, Contractor must submit protocols that describe the process, workflow, coordination, and implementation of residential treatment and residential withdrawal management services. These protocols must include policies for ensuring access to services for clients with limited English proficiency and who have a physical disability or medical vulnerability (when capable of performing AOL). Additional protocols may be identified throughout the term of the MAWO, and if so, a mutually agreed upon timeline will be determined between the County and Contractor to implement such additional protocols.

3.2 SUD Residential Services

3.2.1 Contractor must only provide residential treatment and residential withdrawal management services in the designated areas within the

LAGMC RWMF, which must be available 24 hours a day, 365 days a year (including holidays), and under the supervision of trained staff.

3.2.2 Contractor must provide residential treatment and residential withdrawal management services to eligible individuals meeting medical necessity as outlined in the current SAPC Provider Manual. These treatment services must include, but may not be limited to, the following:

a. Conduct intake, multidimensional assessment, and evaluation, including documentation of admission requirements, and medical and psychosocial histories, to establish medical necessity for residential levels of care, including residential withdrawal management.

b. Provide residential withdrawal management services (ASAM levels 3.2-WM) as clinically indicated.

c. Establish referral and care coordination relationships with other County departments (including their subcontractors) on the LAGMC campus that provide physical and mental health services, services to justice-involved individuals, and other services.

d. Provide Medications for Addiction Treatment.

e. Conduct crisis intervention, involving person-to-person contact between a qualified staff person and an identified client in crisis to alleviate problems that present an imminent threat to the health of the client. Arrange for transportation in an emergency for treatment in an appropriate facility, as clinically indicated.

f. Conduct individual and group counseling, and case management services in accordance with the client's needs in order to identify problems and needs, set goals and interventions, and practice new behaviors.

g. Provide alcohol, drug, and health education which covers physiological aspects of alcoholism and drug abuse, the treatment and recovery processes, family issues, social and community issues, health-related issues (e.g., HIV/AIDS), and public policy issues.

h. Provide services that meet the age-specific and developmental, cultural, and linguistic needs of the client.

i. Provide indoor and outdoor recreation activities for clients.

j. Conduct regular and thorough screening to ensure no weapons or contraband of any kind which pose a threat to the safety of anyone in the facility are brought into the facility.

k. Conduct hourly or more frequent rounds, as outlined in licensing regulations, of sleeping and other resident areas to ensure the safety of clients and to identify any building safety issues.

l. Provide transportation or make arrangements for transportation to medically necessary, but non-emergent, treatment.

m. Conduct or make arrangements for the provision of a physical exam, in the manner and timeframe as required in the most current version of the SAPC Provider Manual.

n. Coordinate appropriate meal rotation for the dining hall. Contractor must develop a monthly meal calendar, prepare nutritious meals, coordinate meal service, serve prepared meals, and maintain the kitchen and dining hall.

o. Deliver recovery services to individuals stepping down from residential, and/or withdrawal management, as appropriate.

3.2.3 Document in each client record and in the California Outcome Management System (CalOMS) whether services provided are/were individualized, and used evidence-based interventions specific to justice-involvedservices with a focus on addressing trauma, life skills, and other keys to preventing continued criminal justice involvement.

3.2.4 Develop and maintain appropriate policies and procedures as required by State and local regulations or standards.

3.3 Meals

3.3.1 Food Service

3.3.1.1 Contractor must ensure sufficient staff with relevant experience to prepare and serve nutritious meals in a kitchen with commercial equipment.

3.3.1.2 Contractor must ensure that the quality, storage, and preparation of food meets federal, State, and local dietary requirements.

3.3.1.3 Contractor must ensure each client has at least three balanced and nutritious meals per day, as well as two between meal nourishing snacks that meet their dietary needs, including specific cultural, religious, or medical restrictions. Not more than 15 hours may elapse between the third meal on one day and first meal on the following day.

3.3.2 Menus

3.3.2.1 At a minimum, menus should be published in English and Spanish and be provided to staff and clients at least one week in advance. In addition to meeting California Code of Regulations, Title 9, Division 4, Chapter 5: Licensure of Residential Alcoholism or Drug Abuse Recovery or Treatment requirements for residential facilities, menus must be provided in writing and must include healthy food choices.

3.4 Community Engagement

To ensure that the public is made aware of the services offered, and in order to increase partnerships with RCV and other service providers on the LAGMC campus, Contractor must conduct activities that include, but are not limited to:

3.4.1 Engaging potential clients at various locations (e.g., streets, community service organizations, shelters, etc.) at frequent and regular intervals to educate and motivate them to engage in SUD treatment services.

3.4.2 Establishing and maintaining cooperative linkages with other providers (e.g., hospital emergency departments, law enforcement, public, private, and other social, economic, health, legal, vocational, and mental health partners) to make appropriate referrals that address unmet client needs.

3.4.3 Conducting presentations for other County departments and partners on the LAGMC campus, as well as potential referral partners, regarding SUD treatment including, but not limited to, the SUD treatment system, the referral process, and how to improve care coordination.

3.4.4 Promoting culturally and linguistically relevant public awareness about SUDs and informing the community about available SUD treatment options.

4.0 ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURS

4.1 During the term of the MAWO, the County may add, delete, and/or change specific tasks, facilities, and work locations.

4.2 All changes must be made in accordance with Paragraph 8.1, Amendments, of the Master Agreement.

5.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan (Plan) to

assure quality and consistency of service throughout the term of the MAWO. The Plan must be submitted to the County's Project Manager for review and approval, within two months from MAWO execution. The Plan must include, but may not be limited to, the following:

5.1 A method of monitoring to ensure that the services fulfill the MAWO requirements.

5.1.1 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

5.2 A method of monitoring the services provided by subcontractors, if applicable, including but not limited to any food service vendor.

6.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the MAWO using the quality assurance procedures as defined in sub-paragraph 8.17 of the Master Agreement, County's Quality Assurance Plan.

6.1 Meetings

Contractor must meet with the County as requested. Failure to attend mandatory meetings will constitute a material breach of the MAWO.

6.2 Reports

Contractor must submit reports as required by the County related to performance of the MAWO. This may include, but is not limited to, sharing data from Contractor's electronic health records related to client census, performance metrics and benchmarks, sharing client stories, and program status.

6.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the MAWO and this SOW at any time during normal business hours, as described in section 13.0 of this SOW, Hours/Days of Work. However, these observations may not unreasonably interfere with Contractor's performance.

7.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

7.1 County Responsibilities

The County will administer the MAWO according to Paragraph 6.0 of the Master Agreement, Administration of Master Agreement. Specific duties include:

7.1.1 Monitoring Contractor's performance in the daily operation of the MAWO.

7.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.

7.1.3 Preparing amendments in accordance with Paragraph 8.1 of the Master Agreement, Amendments.

7.2 Contractor Responsibilities

Ramp Up and Licensing Requirements

Upon execution of the MAWO, Contractor must immediately begin the process of ramp up, including occupying the facility and obtaining required licenses and certifications for provider residential withdrawal management and residential services as listed below.

Contractor will:

7.2.1 Occupy the facility with relevant staff to support program ramp-up **no later than two months** following lease agreement execution.

7.2.2 Obtain all relevant license and certifications, including:

7.2.2.1 Department of Health Care Services (DHCS) Alcohol and other Drug (AOD) license for residential ASAM 3.1, 3.3, and 3.5 level designation with a 32-bed capacity and/or ASAM/CARF level of care certification.

7.2.2.2 DHCS AOD certification for detoxification services in order to provide residential withdrawal management (ASAM levels 3.2-WM).

7.2.2.3 DHCS Incidental Medical Services (IMS) approval to offer medications for addiction treatment and other related medical services in a residential setting.

7.2.2.4 Drug Medi-Cal certification for residential facility.

7.2.3 Report to the County on the progress of required documentation submission no less than monthly until license and certification is obtained.

7.3 Staffing Requirements

Contractor must have a multi-disciplinary team with the relevant experience, education, license, and/or certification to perform the required tasks outlined in this SOW, including, but not limited to:

7.3.1 Facility Director

7.3.1.1 Contractor must provide an onsite Facility Director (or similar title) who is responsible for the overall direction and management of the facility. The County must have access to the Facility Director during regular business hours.

7.3.1.2 The Facility Director must have provided SUD treatment services for **at least five years;** at least two years of which must have been spent in a management or supervisorial capacity.

7.3.1.3 The Facility Director must act as a central point of contact with the County.

7.3.1.4 The Facility Director must have full authority to act for Contractor on all matters relating to the daily operation of the MAWO and this SOW. The Facility Director must be able to effectively communicate in English, both orally and in writing.

7.3.2 Contractor must assign a sufficient number of employees who are at least 18 years of age with the proper experience, education, license, and/or certification to perform the required tasks outlined in section

3.0 of this SOW, Specific Services to be Provided, and in the SAPC Staffing Guidelines, available at: http://ph.lacounty.gov/sapc/bulletins/START-ODS/23-05/23- 05ProviderStaffingGuidelinesGridFY22-23.pdf.
Contractor's staff who interface with County personnel, clients, and the public must be able to effectively communicate in English, both orally and in writing.

7.3.3 At minimum, Contractor's employees and staff must include, but not be limited to, the following key personnel, working within their scope of practice in sufficient number to effectively operate the facility and provide treatment services:

7.3.3.1 Key Personnel

- Facility Director
- Medical Director
- Clinical Director-licensed only
- Admissions/Intake Supervisor
- Registered and Certified SUD Counselors
- Peer Support Specialist
- Security/De-escalation Specialist
- Head Cook/Food Service Director
- Nurses
- Other Licensed Practitioners of the Healing Arts (LPHA)

7.3.3.2 Other Required Personnel

- Benefits/Financial Services
- Specialist/Caseworker/Counselor Withdrawal Management Specialist/Caseworker/Gounselor
- Driver(s)
- Community Outreach/Education Specialist
- Cook Assistant/Food Service Specialist/Tech
- Other relevant administrative, programmatic, managerial, and supervisorial staff.

7.3.4 Contractor must ensure that all relevant staff are supervised by staff whose scope of practice ensures appropriate, quality, and confidential services are provided.

7.3.5 Prior to commencement of services, Contractor must make ensure **at least 10% of Contractor's direct service staff** (i.e., SUD Counselors, LPHAs, and case managers) are culturally and linguistically proficient in both English and Spanish.

7.3.5.1 Within the first six months of providing services, Contractor must submit a plan to the County's Project Manager as to how it will increase direct service staff linguistically proficient in both English and Spanish from 10% (as indicated in Section 7.3.5 of this SOW), to 30% of direct service staff linguistically proficient in both English and Spanish within two years. Linguistically proficient means said service staff communicate effectively with clients by speaking and understanding information in an acquired (or native) language with fluency and accuracy.

7.3.5.2 If there is a vacancy in one of the bilingual positions, then the vacancy must be filled within 90 calendar days to bring the percentage back to required percentage.

Contractor must ensure appropriate onboarding of staff, as applicable, that meet the requirements listed in this section 7.3, Staffing Requirements

7.3.6 Contractor must keep a current and accurate staffing list and maintain files for each employee who provides services at the facility.

7.3.7 Contractor must conduct background checks of its employees and subcontractors as set forth in Paragraph 7.5 of the Master Agreement, Background and Security Investigations. Contractor bears all costs associated with the background and security investigations.

7.3.8 Contractor must notify the County when the Facility Director or supervisorial positions become vacant prior to filling vacancies, which must be filled within 90 calendar days.

7.3.9 Contractor must notify the County within 30 calendar days of all staffing changes for any staff providing any service at the LAGMC RWMF. The County may, at its discretion, mandate removal of any staff; amend section 7.3 of this SOW, Staffing Requirements; or modify position duties as a result of programmatic needs at the LAGMC RWMF or based on Contractor's performance.

7.4 Training

7.4.1 **Within one month of MAWO execution,** Contractor must identify staff who will be trained on the use of facility equipment, including security, lighting, kitchen, windows, etc.

7.4.2 Contractor must provide training programs for all new employees and continuing in-service training for all employees, including cooperation with the facility for all event reporting and investigations (i.e., human resources, fraud, personnel, etc.) and offering "customer service" in a culturally sensitive and appropriate manner. The County may require additional and specific training requirements based on program need.

7.4.3 Contractor must maintain complete training and certification records and make records available to the County for review upon request.

7.5 Materials, Supplies, Equipment, and Maintenance/Repairs

7.5.1 Contractor must use materials and equipment that are safe for the environment and safe for use by employees.

7.5.2 Contractor is responsible for maintaining all equipment and furniture in good working order. The County is not responsible for replacing any items listed in Attachment D, Furniture and Equipment Inventory (see Attachment B, Sample Lease Agreement).

7.5.3 The purchase of all materials/equipment required to provide the needed services is Contractor's responsibility. Contractor must notify the County prior to purchasing any furniture or equipment, as set forth in Attachment B, Sample Lease Agreement.

7.5.4 Contractor must provide all office supplies for its daily operation.

7.5.5 Attachment B, Sample Lease Agreement, lists Contractor's obligations associated with maintenance and repair of County- furnished equipment and furniture.

7.5.6 Contractor must maintain equipment repair log documenting dates of service and repair calls as set forth in Attachment B, Sample Lease Agreement.

7.6 Health Standards and Cleanliness

7.6.1 Contractor must meet all regulatory standards including, but not limited to, federal, State, and County health regulations.

7.6.2 Contractor must wash and sanitize, on a regularly scheduled basis, all furniture and equipment, including, but not limited to chairs, beds, mattresses, bedding, tables, beverage dispensers, coffee makers, medical equipment, and all large equipment including refrigerators, ovens, stoves, washers, and dryers.

7.7 Transition Plans

In the event a new contractor replaces Contractor, Contractor must fulfill its contractual obligations while assisting any subsequent contractor during the transition period. The transition out period must occur 60 calendar days prior to the expiration or other termination of the MAWO and corresponding lease agreement.

8.0 SAFETY AND SECURITY

8.1 Contractor must immediately correct any unsafe condition in all contractor-designated areas (i.e., dining, kitchen, staff lounge, dorm rooms, activity rooms, and outdoor patios), as well as any unsafe practices occurring therein.

8.2 Contractor must obtain emergency medical care for any person who is in need, due to illness or injury occurring within the facility.

8.3 Contractor must cooperate fully with the County in the investigation of any accidental injury or death occurring in contractor-designated areas, including a prompt report thereof to the County's Project Manager and the LAGMC RWMF Building Manager.

8.4 Physical Security/Key Control

8.4.1 Security cameras are installed in common hallways and in contractor-designated areas. Reasonable access will be provided to the CCTV feed for the security desks on the 1st floor lobby and 2nd floor reception.

8.4.2 A public announcement system is available for use in emergencies and for general announcements.

8.4.3 Contractor must ensure all clients are regularly screened for weapons or any other form of contraband that places the security of the clients and staff at risk. This must be enforced whenever a client returns from being off-site. Weapons or any other form of contraband that places anyone at risk are strictly prohibited from the facility.

8.4.4 Contractor must maintain dedicated security guard/de-escalation staff trained in trauma-informed care, verbal de-escalation, and crisis intervention. At least one security guard must be located on the 1st floor lobby during regular business hours, and two on the 2nd floor at all times to safeguard the security of staff and clients.

8.4.3.1 Security guards/de-escalation staff must be trained in how to contact local and campus law enforcement and paramedics in cases of emergency.

8.4.5 Unless otherwise specified, Contractor is responsible for safeguarding all County property provided for Contractor's use. At the close of each workday, Contractor must secure all supplies, equipment, personal property, and the facility.

8.4.6 Unless otherwise specified, Contractor must provide the County with a list of all Contractor personnel who have been issued keys within three business days of commencing services, and whenever changes occur with respect to the possession and issuance of keys.

8.4.7 Contractor must establish and implement methods of ensuring that all keys issued to Contractor by the County are not lost, misplaced, duplicated, and/or used by unauthorized persons. Contractor must develop procedures assuring adequate key control within 30 calendar days of MAWO execution and said procedures must submitted for review and approval to the County.

9.0 COMPLIANCE WITH REGULATIONS

Contractor must comply with all California State licensing requirements (e.g., Title 22, Department of Health Care Services Licensing and Certification Branch, Provider Enrollment Department, etc.), the SAPC Provider Manual, The Joint Commission Standards, and all other applicable laws, regulations, ordinances, rules, directives, and other requirements of federal, State, and local governments as they exist now or may exist in the future, as they relate to the services hereunder.

10.0 AMERICANS WITH DISABILITIES ACT

10.1 Contractor must comply with the Americans with Disabilities Act's requirements, including but not limited to:

10.1.1 Providing curricula, client informing materials, menus, and other relevant treatment materials for individuals with visual impairments, upon request.

10.1.2 Providing any reasonable assistance and/or accommodations to people with disabilities, language barriers, and/or deaf/hard of hearing patients and staff.

11.0 LEASING AND FACILITY SPECIFICATIONS

11.1 Lease

The LAGMC RWMF is fully owned by the County and Contractor must separately execute a lease for use of the facility. The Lease Agreement term (see Attachment B, Sample Lease Agreement) will run concurrent with the MAWO term and will be administered by the County's CEO Real Estate Division.

11.1.1 The County will furnish utilities with the exception of internet, which Contractor must provide.

11.1.2 The monthly rent is $12,000, subject to change and non-negotiable.

11.1.3 The building is shared with the DMH MHUCC. The building will have one street address, but the DMHUCC and the RWMF will maintain separate suite numbers to distinguish between the two facilities.

11.2 Residential Facility:

The RWMF is located on the 2nd floor and can be reached by dedicated elevator bays on the 1st floor. All spaces are furnished and equipped (see Attachment D, Furniture and Equipment Inventory). The RWMF is comprised of staff workspaces, various shared spaces, and two separate residential

units. Unit A is designated for male residents and Unit B is designated for female residents (see Attachment C, Facility Floor Plan).

11.2.1 Common Areas:

11.2.1.1 The main entrance is accessible via a separate lobby on the 1st floor that can be secured and includes a security station and air phone to call the 2nd floor reception when the security station is not staffed.

11.2.1.2 All clients or visitors must check in at the 2nd floor reception area. The reception area contains three workstations furnished and ready for relevant technical equipment, one workstation is dedicated for security that includes intercom and CCTV-enabled. One large television, which must be maintained by Contractor, is installed in the waiting area at reception (see Attachment D, Furniture and Equipment Inventory).

11.2.1.3 There are two intake rooms and three office spaces that can serve as individual counseling rooms, shared workspaces, or other.

11.2.1.4 One client bathroom for use upon admission, as needed, that includes shower and hot box.

11.2.1.5 A commercially equipped full kitchen that includes a large cooking area with stove and oven, walk-in refrigerator, freezer, dry food storage, and other equipment (see Attachment D, List of Furniture and Equipment).

11.2.1.6 One dining room with capacity to serve 20 people with separate entrances for male and female residents. It contains a beverage station, and hot/cold food serving area with lockable rolling gate. Contractor must coordinate meal rotation for each unit and maintain the kitchen and dining room.

11.2.1.7 Laundry facility with four commercial washers and electric dryers.

11.2.1.8 An outdoor recreation patio area located on the ground level and accessible via a card-reader-controlled elevator/door.

11.2.2 Resident Units

11.2.2.1 Unit A (up to 20 males) has five dorms consisting of two rooms and one bathroom each, a recreation room, group room, and a medication dispensing room.

11.2.2.2 Unit B (up to 12 females) has three dorms consisting of two rooms and one bathroom each, a recreation room, access to a group room, and a medication dispensing room.

11.2.2.3 Rooms contain two beds, two closets, two nightstands (except in rooms 219A and 229B), and two dressers (except in rooms 219, 221, 222, and 229).

11.2.2.4 One dorm in each unit (unit A and unit B) is designated for those with physical disabilities or who are medically vulnerable and contains one ADA accessible bathroom, and four ADA accessible beds.

11.2.3 Staff Workspaces

11.2.3.1 The primary staff work area is located adjacent to the reception area and accessible via electronic key card.

11.2.3.2 This space includes: eight staff offices, 18 open cubicles, four open workstations and a lactation room.

11.2.3.3 Each residential unit contains a staff workstation for up to three staff.

11.2.3.4 An outdoor patio (unfurnished) and indoor lounge containing two microwaves and two refrigerators.

12.0 HOURS/DAYS OF WORK

Contractor must provide public business hours Monday through Friday, between 8:00 a.m. to 7:00 p.m. Pacific Time and Saturday for at least four hours. Contractor must provide residential services 24 hours a day, 365 days a week, as outlined in the MAWO, this SOW, and the most current SAPC Provider Manual.

ATTACHMENT B-1

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

RESIDENTIAL SERVICES AT THE
LOS ANGELES GENERAL MEDICAL CENTER

Effective Date of Execution - June 30, 2026

LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

Treatment	
Item	**Amount**
Salaries	
Employee Benefits	
Equipment & Other Assets	
OperatinQ Expenses	
Indirect Costs	
Total	**$0**

Capacity Building	
Item	**Amount**
Salaries	$80 600
Employee Benefits	$20,150
OperatinQ Costs	$345 679
Indirect Costs	$53 571
Total	**$500,000**

Community Engagement	
Item	**Amount**
Salaries	$133 120
Employee Benefits	$33 276
Services and Supplies	$56 818
Indirect Costs	$26,786
Total	**$250,000**

Reimbursement for costs associated with treatment services will be on a Fee-for-Service (FFS) basis, and other identified and approved costs will be reimbursed on a cost reimbursement basis. FFS will be reimbursed in accordance with State/County approved rates as described in the most current SUD Rates and Standards Matrix, available at: http://publichealth.lacounty.gov/sapc/NetworkProviders/Regulations.htm.

ATTACHMENT B-2

COUNTY OF LOS ANGELES- DEPARTMENT OF PUBLIC HEALTH

RESIDENTIAL SERVICES AT THE
LOS ANGELES GENERAL MEDICAL CENTER

1. July 1, 2026 - June 30, 2027

LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

Treatment	
Item	**Amount**
Salaries	$2 730 440
Emolovee Benefits	$682 608
Eauioment & Other Assets	$0
Ooeratina Expenses	$760 004
Indirect Costs	$483 486
Total	**$4,656,538**

Capacity Building	
Item	**Amount**
Salaries	
Emolovee Benefits	
Ooeratina Costs	
Indirect Costs	
Total	**$0**

Community Engagement	
Item	**Amount**
Salaries	
Employee Benefits	
Services and Supplies	
Indirect Costs	
Total	**$0**

Reimbursement for costs associated with treatment services will be on a Fee-for-Service (FFS) basis, and other identified and approved costs will be reimbursed on a cost reimbursement basis. FFS will be reimbursed in accordance with State/County approved rates as described in the most current SUD Rates and Standards Matrix, available at: http://publichealth.lacounty.gov/sapc/NetworkProviders/Regulations.htm.

ATTACHMENT B-3

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

RESIDENTIAL SERVICES AT THE
LOS ANGELES GENERAL MEDICAL CENTER

2. July 1, 2027 - June 30, 2028

LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

Treatment	
Item	**Amount**
Salaries	$2,730,440
Employee Benefits	$682,608
Equipment & Other Assets	$0
Qperatinq Expenses	$760,004
Indirect Costs	$483,486
Total	**$4,656,538**

Reimbursement for costs associated with treatment services will be on a Fee-for-Service (FFS) basis, and will be reimbursed in accordance with State/County approved rates as described in the most current SUD Rates and Standards Matrix, available at: http:/lpublichealth.lacounty.gov/sapc/NetworkProviders/Regulalions.htm.

ATTACHMENT B-4

COUNTY OF LOS ANGELES- DEPARTMENT OF PUBLIC HEALTH

RESIDENTIAL SERVICES AT THE
LOS ANGELES GENERAL MEDICAL CENTER

3. July 1, 2028- June 30, 2029

LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

Treatment	
Item	**Amount**
Salaries	$2,730,440
Employee Benefits	$682,608
Equipment & Other Assets	$0
Qperatinq Expenses	$760,004
Indirect Costs	$483,486
Total	**$4,656,538**

Reimbursement for costs associated with treatment services will be on a Fee-for-Service (FFS) and will be reimbursed in accordance with State/County approved rates as described in the most current SUD Rates and Standards Matrix, available at: http://publichealth.lacounty.gov/sapc/NetworkProviders/Regulalions.htm.

ATTACHMENT B-5

COUNTY OF LOS ANGELES- DEPARTMENT OF PUBLIC HEALTH

RESIDENTIAL SERVICES AT THE
LOS ANGELES GENERAL MEDICAL CENTER

4. July 1, 2029- June 30, 2030

LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

Treatment	
Item	**Amount**
Salaries	$2,730,440
Employee Benefits	$682,608
Equipment & Other Assets	$0
Operating Expenses	$760,004
Indirect Costs	$483,486
Total	**$4,656,538**

Reimbursement for costs associated with treatment services will be on a Fee-for-Service (FFS) basis in accordance with State/County approved rates as described in the most current SUD Rates and Standards Matrix, available at: http://publichealth.lacounty.gov/sapc/NetworkProviders/Regulations.htm.

CERTIFICATION OF EMPLOYEE STATUS

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

Los Angeles Centers for Alcohol and Drug Abuse
CONTRACTOR NAME

Work Order No. PH-005891-W1 County Master Agreement No. ._P.H.......a-0;;..a;0-=5=89"-1'-----

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

EMPLOYEES

1. ______________________________
2. ______________________________
3. ______________________________
4. ______________________________

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

Juan Navarro.
____
Signature of Authorized Official

Date

ARTICLE 2 Juan Navarro

Printed Name of Authorized Official

Section 2.01 CEO

Title of Authorized Official

Section 2.02 03/26/2026

Date

CERTIFICATION OF NO CONFLICT OF INTEREST

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

Los Angeles Centers for Alcohol and Drug Abuse
CONTRACTOR NAME

Work Order No. PH-005891-W1 County Master Agreement No. P H--0 0 5 8 9_1____________________

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

"Certain contracts prohibited.

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
   b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

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

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

Juan Navarro.
____

Date

Signature of Authorized Official

Juan Navarro

Printed Name of Authorized Official

(i) CEO

Title of Authorized Official

(ii) 03/26/2026

Date

(b) COUNTY'S ADMINISTRATION

MASTER AGREEMENT WORK ORDER NUMBER: PH-005891-W1

COUNTY'S WORK ORDER PROGRAM DIRECTOR:

Name: Stephanie Perez-Ruiz
Title: Acting Division Chief, Division of Contracts and Grants 313 **N.**
Address: Figueroa Street, Room 406
Los **Angeles**, CA 90012
(213) 600-2749
Telephone:
E-mail sruiz-perez@ph.lacounty.gov
Address:

COUNTY'S PROJECT MANAGER:

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

INVOICES TO BE SUBMITTED TO:

Name: Title: Marsha Ellis
Address: Senior Staff Analyst
1000 S. Fremont Avenue Unit 34
Telephone: Alhambra, CA 91803
E-mail (626) 299-3566
Address:
mellis@ph.lacounty.gov

(c) CONTRACTOR'S ADMINISTRATION

(i) Los Angeles Centers for Alcohol and Drug Abuse

CONTRACTOR'S NAME

MASTER AGREEMENT WORK ORDER: PH-005891-W1

CONTRACTOR'S PROJECT DIRECTOR:

Name: Title: Address:

Bill Tarkanian

Chief Strategy Officer

Telephone: E-mail Address:

12070 Telegraph Rd. Suite 207, Santa Fe Springs, CA 90670

562 777-7500

wtarkanian@lacada.com

CONTRACTOR'S AUTHORIZED OFFICIAL($):

Name: Title: Address:

Telephone: E-mail Address:

Telephone: E-mail Address:

Name: Title: Address:

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O
12070 Telegraph Rd. Suite 207 Santa Fe Springs, CA 90670

562 777-7500

jnavarro@lacada.com Liana

Sanchez
Director of Program Services

12070 Telegraph Rd. Suite 207, Santa Fe Springs, CA 90670 562 777-

7500

lsanchez@lacada.com

NOTICES TO CONTRACTOR:

Name: Title:
Address:

Connie Reynosa

Director of Administration

Telephone:
E-mail
Address:

12070 Telegraph Rd. Suite 207, Santa Fe Springs, CA 90670 562 777-

7500

administration@lacada.com

FORMS REQUIRED FOR EACH MASTER AGREEMENT WORK ORDER (MAWO) BEFORE WORK BEGINS

A determination must be made whether the Contactor will complete a *Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.*

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Attachment G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: Los Angeles Centers for Alcohol and Drug Abuse

Work Order No. .,_P-'-'H'-'-O,.,,0""Sa:::8,...9.:.1.-W..:.:1,__________________________County Master Agreement No. .,_P-'-'H'-'-0,.,,0""Sa:::8,...9.:.1_________________

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: Qai111t1rwa- DATE: 03/2p/204

PRINTED NAME: Juan Navarro

POSITION: CEO

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Employee Name ___________________________________

Contractor Name: Los Angeles Centers for **Alcohol** and Drug Abuse

Work Order No. P 005891-W1

County Master Agreement No. P 05891

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

POSITION: CEO

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

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

SIGNATURE: QallY1t1(/WI). DATE: O3/ 6/2O26

PRINTED NAME: Juan Navarro

POSITION: CEO

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Los Angeles Centers for Alcohol and Drug Abuse

No Employee Name Juan **Navarro**

Work Order No. PH-005891-W1

County Master Agreement No. PH-005891

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referencedMaster Agreement. I agree to protect these confidential

POSITION: CEO

materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: ;;1.1a . DATE: **03/ 6/202**

POSITION: CEO