



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: October 1, 2025

TIME: 9:00 a.m. – 11:15 a.m.

MEETING CHAIR: Tyler Cash, 5th Supervisorial District

CEO MEETING FACILITATOR: Kieu-Anh King

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 140

To participate in the meeting virtually, please call teleconference number:

1 (323) 776-6996 and enter the following: 880 681 649# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

I. Call to order

II. **Presentation Items:**

- a. **DPH:** Approval to Execute Master Agreements for As-Needed Language Assistance Services Effective Upon Date of Execution through June 30, 2030 (#08013)
Speakers: Sonya Vasquez (Director, Center for Health Equity), Brian Hui, Staff Analyst, Health

- b. **DPH:** Approval to Execute Master Agreements for Substance Use Supportive Services Effective Upon Date of Execution through June 30, 2030 (#08214)
Speakers: Gary Tsai, (MD, DFAPA, FASAM, Bureau Director), Tasha Stiger (Senior Contract Program Auditor)
- c. **DMH:** Delegate Authority to the Departments of Mental Health and Justice Care and Opportunities to Accept Behavioral Health Continuum Infrastructure Program Grant Funding and to Execute Related Grant and Service Contracts
- d. **DMH:** Approval to Execute a New Contract with InterContinental Hotel Groups dba InterContinental Los Angeles Downtown to Deliver a Large-scale Multicultural Mental Health Conference

III. **Discussion Item:**

- a. **DMH:** Behavioral Health Services Act Updates: Full-Service Partnerships (FSP)-Presenter: Kalene Gilbert, DMH
- IV. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting
- V. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda.
- VI. Public Comment
- VII. Adjournment

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE HEALTH AND MENTAL HEALTH SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

HEALTH_AND_MENTAL_HEALTH_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/1/2025	
BOARD MEETING DATE	10/21/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	APPROVAL OF MASTER AGREEMENTS FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES EFFECTIVE UPON DATE OF EXECUTION THROUGH JUNE 30, 2030	
PROGRAM	Center for Health Equity	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$ To be determined by use. Services reimbursed at rates established by vendors.	Funding source: To be determined by each department.
	TERMS (if applicable): Date of execution through June 30, 2030, with an option to extend the term for five additional one-year periods through June 30, 2035.	
	Explanation:	
PURPOSE OF REQUEST	Request approval to execute as-needed language assistance services Master Agreements with qualified vendors and delegated authority to execute amendments to provide as-needed language assistance services for the Departments of Public Health (Public Health), Health Services (DHS), and Mental Health (DMH).	
BACKGROUND (include internal/external issues that may exist including any related motions)	Los Angeles County (LAC) is one of the nation's largest counties with the largest population of any county in the nation, and is home to over 10 million residents, which makes up approximately 27 percent of California's population. LAC is diverse with more than 140 cultures and as many as 224 languages. These as-needed language assistance services will support the departments' efforts to improve health and wellness of LAC residents. Under the Master Agreements, contractors will provide a variety of as-needed language assistance services for the three County health departments.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority Number 8: Anti-Racism, Diversity, and Inclusion. Public Health, DHS, and DMH work together to improve the health and wellness of LAC residents through the provision of integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities. Through these Master Agreements the three County health departments will be providing culturally and socially appropriate as-needed language assistance services needed to facilitate access to and understanding of information, benefits, and services for individuals who are non-English speaking, have limited English proficiency, are deaf or hard of hearing, are blind or have low vision, or have cognitive disabilities.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Sonya Vasquez, Director, Center for Health Equity, (213) 288-8427, SVasquez@ph.lacounty.gov Blaine Phillips Senior Deputy, County Counsel, (213) 808-8701, BMcphillips@counsel.lacounty.gov



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 806
Los Angeles, CA 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

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DRAFT

October 21, 2025

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:

**APPROVAL TO EXECUTE MASTER AGREEMENTS FOR AS-NEEDED LANGUAGE
ASSISTANCE SERVICES EFFECTIVE UPON DATE OF EXECUTION THROUGH
JUNE 30, 2030
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute as-needed language assistance services Master Agreements with qualified vendors and delegated authority to execute amendments to provide as-needed language assistance services for the Departments of Public Health, Health Services, and Mental Health.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute Master Agreements, substantially similar to Exhibit I, with the 29 qualified vendors listed in Attachment A, selected under a competitive solicitation process for as-needed language assistance services, effective upon date of execution through June 30, 2030. Annually, Public Health, the Department of Health Services (DHS), and the Department of Mental Health (DMH) will separately provide your Board and the Chief Executive Office (CEO) a report listing usage of these Master Agreements.

2. Delegate authority to the Director of Public Health, or designee, to execute additional as-needed language assistance services Master Agreements (LASMAS) during the ensuing period with additional qualified vendors that submit a Statement of Qualifications (SOQ), which meets all of the requirements as outlined in the Request for Statement of Qualifications (RFSQ) for as-needed language assistance services released on November 21, 2024, subject to review and approval by County Counsel. Public Health, DHS, and DMH will include these additional Master Agreements in their report described in Recommendation 1.
3. Delegate authority to the Director of Public Health, or designee, to execute amendments to the LASMAS that: a) add, delete, and/or change certain terms and conditions as mandated by federal, State Law, or County policy; b) extend the term up to five years through June 30, 2035, and increase rates at Public Health's discretion; and c) add additional service categories for vendors that were qualified for additional categories as a result of submitting an additional SOQ as outlined in the RFSQ, effective upon date of execution of the amendment, subject to review and approval by County Counsel.
4. Delegate authority to the Director of Public Health, or designee, to execute change notices to the LASMAS that authorize modifications to: a) reflect administrative updates; and b) nonmaterial modifications.
5. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any LASMA upon issuing a written notice to the contractor(s) if the contractor(s) fail to perform and/or fully comply with contract requirements and terminate LASMA(s) for convenience by providing 10-calendar day advance written notice to contractor(s).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute LASMAS with qualified vendors selected under a competitive solicitation process for as-needed language assistance services in one or more of the following categories: Document Translation and Other Written Services, Oral Interpretation Services, Telephonic and Video Remote Interpretation Services, and Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People. These Master Agreements will enable Public Health, DHS, and DMH to have a pool of pre-qualified vendors to provide a variety of as-needed language assistance services.

Approval of Recommendations 2 and 3 will allow Public Health to execute LASMAS with additional qualified vendors during the ensuing period and expand the pool of qualified vendors seamlessly, without interruption, to meet the needs of the departments, and

amend the Master Agreements to extend the term, and add additional service categories consistent with the RFSQ.

Los Angeles County (LAC) is one of the nation's largest counties with the largest population of any county in the nation, and is home to over 10 million residents, which makes up approximately 27 percent of California's population. LAC is diverse with more than 140 cultures and as many as 224 languages. These as-needed language assistance services will support the departments' efforts to improve health and wellness of LAC residents.

Approval of Recommendations 4 will allow Public Health to execute amendments to the LASMAs to reflect administrative updates and make nonmaterial modifications.

Approval of Recommendation 5 will allow Public Health to immediately suspend or terminate any LASMA upon issuing a written notice to the contractor(s) if the contractor(s) fail to perform and/or fully comply with contract requirements and to terminate LASMA(s) for convenience by providing 10-calendar day advance written notice to contractor(s).

Implementation of Strategic Plan Goals

The recommended actions support Priority 8, Anti-Racism, Diversity, and Inclusion, of the County's Strategic Plan: North Star 3, Realize Tomorrow's Government Today; Focus Area Goal A, Communication and Public Access; Strategy I, Customer Service.

FISCAL IMPACT/FINANCING

Utilizing the Master Agreements, Public Health, DHS, and DMH, will be able to obtain language assistance services on an as-needed basis. Each department will reimburse contractors for services provided to their department based on the fixed rates for translation and interpretation in their Master Agreement. The rates are fixed for the term of the Master Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2024, Public Health issued an RFSQ to secure a pool of qualified vendors and enable the three County health departments to obtain as-need language assistance services.

Public Health will be responsible for the administration of the LASMAs, which will provide a pool of pre-qualified vendors that have demonstrated relevant experience and capacity to provide one or more of the four as-needed language assistance services. Exhibit I is the Master Agreement which includes all the current Board-mandated provisions. All recommended vendors have agreed to all of the terms therein. Approval of the Master Agreement does not guarantee a contractor any minimum amount of business. The County only incurs an obligation if document translation and interpretation services are obtained through these Master Agreements.

Each department will have designated project managers to manage the day-to-day administration of services requested by their department under the Master Agreements.

Exhibit I has been reviewed and approved by County Counsel. Attachment A is the list of recommended contractors. Attachment B is the contracting opportunity announcement posted on the County website. Attachment C is the Community Business Enterprise Information Summary for the recommended vendors.

CONTRACTING PROCESS

On November 21, 2024, Public Health released RFSQ 2024-012 for as-needed language assistance services to solicit SOQs from qualified agencies to provide as-needed language assistance services in Los Angeles County. Responses to the RFSQ were due March 5, 2025. Under the RFSQ, vendors are allowed to submit an SOQ after the initial deadline and those SOQs received after the initial deadline will be considered for review at the convenience of the County.

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

Public Health received 34 SOQs by the submission deadline. The SOQs were reviewed by a Contract Analyst for completion, and by an evaluation committee made up of subject matter experts from Public Health in accordance with the RFSQ solicitation process. As a result of this process, Public Health is recommending as-needed language assistance Master Agreements with vendors identified in Attachment A.

Of the 34 SOQs that were submitted in response to the RFSQ, five SOQs were deemed incomplete after the initial review process. Missing information was requested from the vendors, and the requested information was not received by the deadline.

On September 5, 2025, notifications of the RFSQ results were sent to the recommended vendors identified in Attachment A, and Public Health has obtained the Letter of Intent from each.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Establishment of LASMAs with pre-qualified vendors will simplify obtaining as-needed language assistance services to increase access to linguistically appropriate documents and to facilitate relaying of information to non-English monolingual, limited English proficiency, deaf and hard of hearing, and visually impaired individuals seeking services or information regarding medical, health, public health, and social services in Los Angeles County.

Respectfully submitted,

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

BF:nb
BL#08013

Enclosures

c: Chief Executive Office
County Counsel
Executive Officer, Board of Supervisors
Director, Department of Health Services
Director, Department of Mental Health

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

List of Qualified Vendors Recommended for
Master Agreements for As-Needed Language Assistance Services

No.	Contractors	Contract No.	SERVICE CATEGORIES			
			Category 1: Document Translation and Other Written Services	Category 2: Oral Interpretation Services	Category 3: Telephonic and Video Remote Interpretation Services	Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People
1	Accent on Languages, Inc.	Pending	X		X	
2	Agnew Multilingual	Pending	X			
3	American Language Services (AML Global)	Pending	X	X	X	X
4	BeehiveL10N, Inc.	Pending	X			
5	Cal Interpreting & Translations	Pending	X	X		X
6	Colunga & Associates LLC	Pending	X	X		
7	Corporate Translation Services, LLC dba Language Link	Pending	X			
8	Daniel Shamebo Sabore dba Languages Translations Services	Pending	X			
9	Focus Language International, Inc.	Pending	X	X	X	
10	GK Interpreting Services	Pending		X		
11	Global Interpreting Network Inc.	Pending	X		X	
12	GLOBO Language Solutions, LLC	Pending	X		X	
13	Hanna Interpreting Services LLC	Pending	X	X	X	X
14	Interpreters Unlimited, Inc.	Pending	X		X	
15	Language Bank, Inc.	Pending	X	X	X	X
16	Language Line Services, Inc. dba LanguageLine Solutions	Pending	X	X	X	X
17	Lionbridge Global Solutions II, Inc.	Pending			X	
18	Natively Fluent, Inc.	Pending	X	X		
19	Propio LS, LLC	Pending	X			
20	Rolling Translations LLC	Pending	X			
21	Special Service for Groups, Inc.	Pending	X	X		
22	Terra Translations, LLC	Pending	X			
23	Thai Community Development Center	Pending	X			
24	TranslateXpress, Inc.	Pending	X			
25	Translating Services, Inc. dba Lazar Translating & Interpreting	Pending	X	X		X
26	Translations 4 All, Inc.	Pending	X	X	X	X
27	TransPerfect Translations International Inc.	Pending	X		X	
28	Universe Technical Translation, Inc.	Pending	X			
29	World Language Communications, Inc.	Pending	X	X	X	X
Total Per Category			27	13	13	8



CONTRACTING OPPORTUNITY *

BID NUMBER: 2024-012

BID TITLE: Request for Statement of Qualifications for As-Needed Language Assistance Services

RELEASE/OPEN DATE: November 21, 2024

CLOSING/DUE DATE: January 15, 2024, 3:00 pm Pacific Standard Time

*Visit websites indicated below for additional information and updates.

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

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

- ❖ Document Translation and Other Written Services
- ❖ Oral Interpretation
- ❖ Telephonic and Video Remote Interpretation
- ❖ Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

Minimum Mandatory Qualifications

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

1. Must have three (3) years of experience within the last five (5) years providing services in each category for which they are attempting to qualify.
2. Must not be a County Contractor with unresolved disallowed costs.
(County will verify that Vendor does not have unresolved disallowed costs.)

The following additional qualifications apply to Category 3:

3. Must have a minimum of one (1) centralized calling center within the United States -and- one (1) free application or use a web application, that complies with County security protocols.

The following additional qualifications apply to Categories 2 and 4:

4. Must have an administrative office located within the geographic boundaries of Los Angeles County.
-

Next Steps for Interested Vendors

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

**AS-NEEDED LANGUAGE ASSISTANCE SERVICES
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

FIRM / ORGANIZATION INFORMATION	Accent on Languages, Inc.	Agnew Multilingual	American Language Services (AML Global)	BeehiveL10N, Inc.	Cal Interpreting & Translations	Colunga & Associates LLC	Corporate Translation Services, LLC dba Language Link	Daniel Shamebo Sabore dba Languages Translations Services	Focus Language International, Inc.
Total Number of Employees in California	5	5	8	3	8	1	4	0	8
Total Number of Employees (including owners)	10	5	16	3	25	1	98	2	12
Owners/Partner/Associate Partners									
Black/African American								2	
Hispanic/Latin American				1		1			2
Asian or Pacific Islander	1								
Native Americans									
Subcontinent Asian									
White		1		2	2		3		
Total	1	1		3	2	1	3	2	2
Female (should be included in counts above and also reported here separately).		1		2		1		1	1
Percentage of how ownership of the firm is distributed									
Black/African American								100%	
Hispanic/Latin American				33%		100%			100%
Asian or Pacific Islander	100%								
Native Americans									
Subcontinent Asian									
White		100%	100%	67%	100%		100%		
Total	100%	100%	100%	100%	100%	100%	100%	100%	100%
Female (should be included in counts above and also reported here separately).	100%	100%		67%		100%		51%	50%
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise									
Minority	Yes			No		Yes			No
Women	Yes	Yes		Yes		Yes			No
Disadvantaged		Yes		Yes					Yes
Disabled Veteran				No					
LGBTQQ				No					

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

**AS-NEEDED LANGUAGE ASSISTANCE SERVICES
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

FIRM / ORGANIZATION INFORMATION		GK Interpreting Services	Global Interpreting Network Inc.	GLOBO Language Solutions, LLC	Hanna Interpreting Services LLC	Interpreters Unlimited, Inc.	Language Bank, Inc.	Language Line Services, Inc. dba LanguageLine Solutions	Lionbridge Global Solutions II, Inc.	Natively Fluent, Inc.
Total Number of Employees in California		1	55	2	80	15	2	777		2
Total Number of Employees (including owners)		1	110	150	90	15	15	28225	6500	2
Owners/Partner/Associate Partners										
Black/African American					4					
Hispanic/Latin American			1	1	55					
Asian or Pacific Islander					15	2				
Native Americans										
Subcontinent Asian					1					1
White		1		4	26				6	
Total		1	1	5	101				6	1
Female (should be included in counts above and also reported here separately).										
Percentage of how ownership of the firm is distributed										
Black/African American										
Hispanic/Latin American			100%	66%						
Asian or Pacific Islander						100%	100%			
Native Americans										
Subcontinent Asian					51%					
White		100%		34%	49%				100%	100%
Total		100%	100%	100%	100%		100%		100%	100%
Female (should be included in counts above and also reported here separately).										
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise										
Minority				Yes		Yes	Yes			Yes
Women						No				
Disadvantaged						No				Yes
Disabled Veteran						No				
LGBTQQ						No				

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

AS-NEEDED LANGUAGE ASSISTANCE SERVICES COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	Propio LS, LLC	Rolling Translations LLC	Special Service for Groups, Inc.	Terra Translations, LLC	Thai Community Development Center	TranslateXpress, Inc	Translating Services, Inc. dba Lazar Translating & Interpreting	Translations 4 All, Inc.	TransPerfect Translations International Inc.
Total Number of Employees in California	5	0	1505	0	11	3	8	2	500
Total Number of Employees (including owners)	700	2	1505	220	11	3	10	2	9,500
Owners/Partner/Associate Partners									
Black/African American					1				
Hispanic/Latin American		1		1	3			2	
Asian or Pacific Islander					7				
Native Americans									
Subcontinent Asian									
White							2		2
Total		1		1	11		2	2	2
Female (should be included in counts above and also reported here separately).		1		1			1	1	1
Percentage of how ownership of the firm is distributed									
Black/African American					9%				
Hispanic/Latin American		100%		100%	27%			100%	
Asian or Pacific Islander					63%				
Native Americans									
Subcontinent Asian									
White							100%		100%
Total		100%		100%	100%		100%	100%	100%
Female (should be included in counts above and also reported here separately).		100%		100%			75%	50%	1%
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise									
Minority				Yes	Yes				
Women				Yes	Yes		Yes		
Disadvantaged				No	Yes		Yes		
Disabled Veteran				No	No				
LGBTQQ				No	No				

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

AS-NEEDED LANGUAGE ASSISTANCE SERVICES
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	Universe Technical Translation, Inc.	World Language Communications, Inc.							
Total Number of Employees in California	0	3							
Total Number of Employees (including owners)	19	3							
Owners/Partner/Associate Partners									
Black/African American									
Hispanic/Latin American									
Asian or Pacific Islander		1							
Native Americans									
Subcontinent Asian									
White	1	2							
Total	1	3							
Female (should be included in counts above and also reported here separately).									
	1	1							
Percentage of how ownership of the firm is distributed									
Black/African American									
Hispanic/Latin American									
Asian or Pacific Islander		50%							
Native Americans									
Subcontinent Asian									
White	100%	50%							
Total	100%	100%							
Female (should be included in counts above and also reported here separately).									
	100%	50%							
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise									
Minority									
Women	Yes								
Disadvantaged									
Disabled Veteran									
LGBTQQ									

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



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

AS-NEEDED LANGUAGE ASSISTANCE SERVICES

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- G Charitable Contributions Certification
- H Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- I Health Information Technology for Economic and Clinical Health Act ("HITECH")
- J Information Security and Privacy Requirements

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC HEALTH
AND
(CONTRACTOR'S NAME)
FOR
AS-NEEDED LANGUAGE ASSISTANCE SERVICES**

This Master Agreement and its Exhibits is made and entered into on **Enter Date ("Execution Date")** by and between the County of Los Angeles, Department of Public Health, hereinafter referred to as "Public Health" and **Contractor Name**, hereinafter referred to as "Contractor", to provide As-Needed Language Assistance Services in the following categories:

☐ **Category 1: Document Translations and Other Written Services**

Additional Language Services (Optional)

- ☐ Back Translation
- ☐ Braille Duplication
- ☐ Braille Transcription and Translation
- ☐ Certified Translations
- ☐ Communication Access Realtime Translation (CART)
- ☐ Desktop Publishing (DTP)
- ☐ Document Accessibility Remediation
- ☐ Language Proficiency Training and Testing
- ☐ Large Format Printing
- ☐ Localization
- ☐ Post-Production/Post-Webinar (Closed) Captioning
- ☐ Remote Transcription
- ☐ Review of Translation
- ☐ Subtitling
- ☐ Text Transcription
- ☐ Transcription
- ☐ Transcreation
- ☐ Translation Memory
- ☐ Video Recording Captioning
- ☐ Voice-over Services/Audio Video Dubbing
- ☐ Web Content Remediation

☐ **Category 2: Oral Interpretation Services**

Additional Language Services (Optional)

- ☐ Communication Access Realtime Translation (CART)

- ☐ Equipment Rental
- ☐ Language Proficiency Training and Testing
- ☐ On-Site Technician
- ☐ Remote Transcription
- ☐ Voice-over Services/Audio Video Dubbing
- ☐ Category 3: Telephonic and Video Remote Interpretation Services
 - Additional Language Services (Optional)
 - ☐ Communication Access Realtime Translation (CART)
 - ☐ Equipment Rental
 - ☐ Remote Transcription
 - ☐ Subtitling
 - ☐ Voice-over Services/Audio Video Dubbing
- ☐ Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People
 - Additional Language Services (Optional)
 - ☐ Communication Access Realtime Translation (CART)
 - ☐ Equipment Rental
 - ☐ Language Proficiency Training and Testing
 - ☐ On-Site Technician
 - ☐ Post-Production/Post-Webinar (Closed) Captioning
 - ☐ Remote Transcription
 - ☐ Subtitling
 - ☐ Text Transcription
 - ☐ Transcription

RECITALS

WHEREAS, the County may contract with private businesses for As-Needed Language Assistance Services when certain requirements are met; and

WHEREAS, Contractor is a private (public, non-profit) firm specializing in providing As-Needed Language Assistance Services; and

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

WHEREAS, the Board of Supervisors has authorized the Director of Public Health Department or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A Statements of Work

Category 1: Document Translation and Other Written Services

Category 2: Oral Interpretation Services

Category 3: Telephonic and Video Remote Interpretation Services

Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

Exhibit B Price Sheets

Category 1: Document Translation and Other Written Services

Category 2: Oral Interpretation Services

Category 3: Telephonic and Video Remote Interpretation Services

Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

Exhibit C County's Administration

Exhibit D Contractor's Administration

Exhibit E Safely Surrendered Baby Law

Exhibit F Contractor Acknowledgement and Confidentiality Agreement

Unique Exhibits:

Exhibit G Charitable Contributions Certification

- Exhibit H Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- Exhibit I Health Information Technology for Economic and Clinical Health Act ("HITECH")
- Exhibit J Information Security and Privacy Requirements

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.1.2 Appointment:** Date and time as-needed language assistance services will be provided by Contractor.
- 2.1.3 Call-Connect Response Time:** The elapsed time measured from when Contractor answers the Department's call requesting telephone or video interpretation services to when the correct interpreter picks up the call to perform interpretation services.
- 2.1.4 Certified Deaf Interpreter (CDI):** CDIs are interpreters who are deaf native ASL signers who have specialized training and/or experience in the use of gesture, mime, props, drawings and other tools to enhance communication with deaf or hard of hearing individuals who are not fluent in American Sign Language.
- 2.1.5 Contractor's Project Manager:** The individual designated by Contractor to administer the Master Agreement operations and to liaise with Department during the term of the Master Agreement.
- 2.1.6 County's Master Agreement Program Director (MAPD):** Person designated by the Department of Public Health with authority on contractual or administrative matters relating to the Master

Agreement that cannot be resolved by the Department Master Agreement Manager.

2.1.7 County Observed Holidays, are as follows:

New Year's Day (January 1st)
Martin Luther King, Jr. Day (Third Monday in January)
Presidents' Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth Day (June 19th)
Independence Day (July 4 th)
Labor Day (First Monday in September)
Indigenous People's Day (Second Monday in October)
Veterans Day (November 11 th)
Thanksgiving Day and the Friday following (Fourth Thursday and Friday in November)
Christmas Day (December 25 th)

2.1.8 Cued Speech Transliteration Services: A transliterator converts one language from the spoken mode of communication to the cued mode, making all phonemes (distinct units of sound) of that language uniquely visible on the hands and mouth. Transliterators also provide visual access to environmental sounds.

2.1.9 Day(s): Calendar day(s), unless otherwise specified.

2.1.10 Department: Any of the three County health departments, Public Health, Health Services, and Mental Health, which may obtain as-needed language assistance services under this Master Agreement.

2.1.11 Department Master Agreement Manager: A specific County employee designated by each County health Department under the Master Agreement to manage the day-to-day administration of services and to monitor the daily operations and responsible for inspecting any and all tasks, deliverables, goods, services, and other work provided by Contractor.

2.1.12 Emergency Service Request: A request that requires Contractor to complete as-needed language assistance services within one (1) business day from the date of request from the Department.

2.1.13 Expedited Rapid Service Request: A request that requires Contractor to complete as-needed language assistance services within four (4) hours, which includes weekends, evenings, and

County observed holidays, from the date and from the time of request from the Department.

- 2.1.14 Expedited Service Request:** A request that requires Contractor to complete as-needed language assistance services within three (3) business days from the date of request from the Department.
- 2.1.15 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.16 Individual:** Any person conducting business or requesting information or services from the Department.
- 2.1.17 Limited English Proficiency:** A limited ability to speak and/or understand English that may reduce an individual's ability to understand and respond to information provided by the Department.
- 2.1.18 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs.
- 2.1.19 Master Agreement Contractor:** see **2.1.26 Qualified Contractor.**
- 2.1.20 Monolingual:** Involving, using, or speaking one language.
- 2.1.21 On-Demand:** Readily available interpretation services in which Contractor connects Department to a qualified interpreter within 40 seconds of the request.
- 2.1.22 On-Demand Telephonic Interpretation:** Readily available interpretation services in which an interpreter translates speech orally over-the-telephone from one language into another language in order for a non-English speaking or limited English proficiency individual to understand what is being communicated.
- 2.1.23 On-Demand Video Remote Interpretation:** Readily available interpretation services that involve the use of a videophone, web camera or other technology that projects a live image of the remote interpreter interpreting from one oral or signed language into another oral or signed language in order for an individual who is non-English speaking, has limited English proficiency, and/or is deaf or hard of hearing to understand what is being communicated.
- 2.1.24 On-site Technician:** Contractor's staff designated to assist with the materials, supplies, and/or equipment for the completion of as-needed language assistance services at County or Non-County facility.
- 2.1.25 Pre-scheduled Telephonic Interpretation Services:** A future date and time scheduled by the Department in advance for interpretation services in which an interpreter translates speech orally over-the-telephone from one language into another language

in order for a non-English speaking or limited English proficiency individual to understand what is being communicated.

- 2.1.26 Pre-scheduled Video Remote Interpretation Services:** A future date and time scheduled by the Department in advance for interpretation services that involve the use of a videophone, web camera or other technology that projects a live image of the remote interpreter interpreting from one oral or signed language into another oral or signed language in order for an individual who is non-English speaking, has limited English proficiency, and/or is deaf or hard of hearing to understand what is being communicated.
- 2.1.27 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum mandatory qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Public Health.
- 2.1.28 Quality Assurance/Quality Control:** The quality assurance procedures Contractor must establish to assure County a consistently high level of service throughout the term of the Master Agreement.
- 2.1.29 Rapid Service Request:** A request that requires Contractor to complete as-needed language assistance services within 24 hours, which includes weekends, evenings, and County observed holidays, from the date and from the time of request from the Department.
- 2.1.30 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.31 Secure Web Based Portal:** Secure web-based portal where Contractor receives service requests from Department.
- 2.1.32 Service Request:** A request for as-needed language assistance services and any relevant equipment for an on-demand or scheduled service from the Department.
- 2.1.33 Staff:** Contractor's employees, sub-contractors, and/or consultants providing services under this Master Agreement.
- 2.1.34 Standard Service Request:** A request that requires Contractor to complete as-needed language assistance services within 10 business days from the date of request from the Department or at a later date as determined by the Department.
- 2.1.35 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.1.36 Statement of Work:** A written description in detail of the required services to be performed under this Master Agreement.

2.1.37 Tactile Sign Language Interpretation Services: A method of communicating in which an individual who is deaf/hard of hearing and blind/has low vision lightly places their hands over those of the signer to follow what's being communicated through touch and movement.

2.1.38 Trilingual Interpretation Services: Services requiring a fluency in three languages: Sign Language (ASL, Spanish Sign Language or British Sign Language), spoken English and spoken Spanish.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 As-Needed Language Assistance Services will conform to Exhibit A, Statement(s) of Work, which describe(s) in detail the work required for the performance thereof. The Payment for services will be on the fully burdened fixed rate/fee basis, subject to the rate/fee specified in Exhibit B, Price Sheet(s).
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that goes beyond any approved as-needed language assistance services as describe in the Statement(s) of Work, Exhibit A, and/or exceeds the pricing specified in the applicable Price Sheet(s), Exhibit B, as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.4 County procedures for issuing services requests for as-needed language assistance services are as described in the Statement(s) of Work, Exhibit A.
- 3.5 Department may select a Contractor from the list of Master Agreement Contractors.
- 3.6 Department may use the services of a Contractor of choice based on pricing, responsiveness, skills, resources and/or quality of service. Selection of a Contractor to provide as-needed language assistance services is at the County's sole discretion.
- 3.7 Department is not limited as to the amount of services that may be obtained through this Master Agreement.
- 3.8 Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.
- 3.9 Contractor is not guaranteed a minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement will be effective upon the date of execution, but no sooner than the County Board of Supervisors (Board) approval. This Master Agreement will expire on June 30, 2030 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to five (5) additional one-year periods, for a maximum total Master Agreement term of 10 years. Each such option and extension will be exercised at the sole discretion of the Director of Public Health, or their designee, as authorized by the Board.

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

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

5.0 CONTRACT RATE/FEE

- 5.1 The full-burdened rate/fee for this Master Agreement will be the amount payable by County to Contractor for performing the As-needed Language Assistance services under this Master Agreement. Contractor will be paid according to Exhibit B, Price Sheet(s), of this Master Agreement.
- 5.2 Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.
- 5.3 Contractor's rates/fees for each category(ies) will remain firm and fixed for the term of the Master Agreement, pricing for optional years will be evaluated prior to master agreement extensions.

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by

Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.5 Rate/Fee Structure Guarantee

5.5.1 Rates/Fees specifically listed in Exhibit B, Price Sheet(s), shall be the maximum rates/fees payable by the County for the term of this Master Agreement.

5.6 Invoices and Payments

5.6.1 Contractor will invoice the County, in arrears only, for providing the services authorized pursuant to this Master Agreement and in accordance with the applicable Statement(s) of Work, Exhibit A. Contractor shall invoice County separately for each category(ies) on a monthly basis.

5.6.2 Payment for all Services will be on a fixed price per deliverable basis as per Exhibit B, Price Sheet(s).

5.6.3 All work performed by, and all invoices submitted by Contractor pursuant to service requests issued hereunder must receive the written approval of Department Master Agreement Manager, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.6.4 Invoices under this Master Agreement must be submitted to the applicable Department Master Agreement Manager, as designated in Exhibit C (County's Administration).

5.6.5 Invoice Content

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

Fixed Price Per Deliverable

Each invoice submitted by Contractor must include specific details, as further described in the Invoice paragraph of the Statement(s) of Work, Exhibit A.

5.6.6 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered

report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

- 6.1 Any of the three County health departments, Public Health, Health Services, and Mental Health, who may obtain as-needed language assistance services under this Master Agreement. The County's Master Agreement Program Director, assigned under the Department of Public Health, is responsible for the administration of this Master Agreement. Each department will assign a Department Master Agreement Manager. The Department Master Agreement Manager will manage the day-to-day administration of the language services and monitor the daily operation of each specific service request.
A listing of all County Administration referenced in the following paragraphs are designated in Exhibit C (County's Administration). The

County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

- 6.2.1 The MAPD is designated by the Department of Public Health.
- 6.2.2 The MAPD has the authority on contractual or administrative matters, including keeping and updating all records, relating to this Master Agreement.
- 6.2.3 The MAPD, or designee, is the approving authority and is responsible for the approval and execution on behalf of County of any Amendments and Change Notices, issued under this Master Agreement.
- 6.2.4 County shall notify Contractor, in writing, of any change in the name or address of the MAPD.

6.3 Department Master Agreement Manager

- 6.3.1 Department Master Agreement Manager is a specific County employee designated by each Department under this Master Agreement. Department Master Agreement Manager will be specified in, and specific to, each Service Request.
- 6.3.2 The Department Master Agreement Manager is responsible to manage the day-to-day administration of services and to monitor the daily operations and to inspect any and all tasks, deliverables, goods, services, and other work provided by Contractor under this Master Agreement.
- 6.3.3 Department Master Agreement Manager is the Department's point of contact with respect to the day-to-day administration of this Master Agreement. Department Master Agreement Manager will generally be the first person for Contractor to contact with any questions regarding services under this Master Agreement by the Department.
- 6.3.4 Department Master Agreement Manager will be responsible for coordinating and monitoring Contractor's work, and for ensuring objectives are met. Department Master Agreement Manager will also be responsible for:
 - Monitoring and reporting of Contractor's performance and progress, of services requested under this Master Agreement and all requirements;
 - Ensuring Contractor's compliance with County's applicable Technical Standards;

- Reviewing and approving project tasks, equipment, services, and other work;
- Coordinating with Contractor's Project Manager or designated staff, on a regular basis, regarding the performance of Contractor;
- Providing direction to Contractor as they relate to County policies;
- Reviewing and approving Contractor invoices.

6.3.5 Department Master Agreement Manager is not authorized to make any changes in rates/fees, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). Contractor must notify the County's Master Agreement Program Director (MAPD) in writing of any change in the name or address of Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with Department's Master Agreement Manager on a regular basis with respect to all requested services.
- 7.1.3 Contractor's Project Manager will have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement.
- 7.1.4 Contractor's Project Manager or designee will be available to attend any meetings at the County's request.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit D (Contractor's Administration). Contractor must promptly notify County's Master Agreement Program Director (MAPD) in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

All staff of Contractor assigned under categories 2 and 4 to County facilities, meetings, or events are required to have an Identification (ID) badge on their person and visible at all times. Contractor bears the expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return the County Identification (ID) badge to the County on the next business day after the employee has terminated employment with Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return the County Identification (ID) badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

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

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

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

7.6 Confidentiality

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

7.7 Staff Performance Under the Influence

Contractor must not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by Contractor and by Director of Public Health.
- 8.1.2 The Director of Public Health, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 Term of Master Agreement. Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by Contractor and by Director of Public Health.
- 8.1.3 Notwithstanding Paragraph 8.1.1, the Director of Public Health, or designee, may amend the Master Agreement to add, delete, and/or change certain terms and conditions as mandated by federal, State Law, or County policy; extend the term up to five years through June 30, 2035, and to increase rates at Public Health's discretion; and add additional service categories for vendors that qualify for additional categories, a written amendment will be executed by the Director of Public Health, or designee, and Contractor, as authorized by the County's Board of Supervisors.
- 8.1.4 The Director of Public Health, or designee, may execute change notices that authorize modifications to reflect administrative updates; and nonmaterial modifications, to the Master Agreement.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent requires a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within 30 business days after the execution of this Master Agreement, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The policy must include, but not be limited to, when and how new clients, as well as current and recurring clients, are to be informed of the procedures to file a complaint.
- 8.4.3 The client and/or his/her authorized representative must receive a copy of the procedure.

- 8.4.4 The County will review Contractor's policy and provide Contractor with approval of said policy or with requested changes.
- 8.4.5 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 30 business days for County approval.
- 8.4.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.7 Contractor must preliminarily investigate all complaints and notify the Department Master Agreement Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.4.8 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.9 Copies of all written responses must be sent to the Department Master Agreement Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

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

for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

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

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.7.2 Written Employee Jury Service Policy:

- 8.7.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that

Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

8.7.2.2 For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.7.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole

discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

8.8 Conflict of Interest

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

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

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

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for

layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

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

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the

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

8.11.4 Contractor Hearing Board

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

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

8.11.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.11.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

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

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

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

8.14 County's Quality Assurance Plan

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

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

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

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

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared

pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

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

8.19 Force Majeure

8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

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

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

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to

the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

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

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These

minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively County and its Agents) have been given insured status under Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 Days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match Contractor’s name identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Public Health – Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor, Suite 3031

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material

breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies must not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs with respect to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and

SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage Requirements

8.24.1 Commercial General Liability

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

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million

Each Occurrence: \$1 Million

8.24.2 Automobile Liability

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

8.24.3 Workers Compensation and Employers' Liability

Contractor must maintain insurance, or qualified self- insurance, satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or is: (1) an employee leasing temporary staffing firm; or (2) a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 **Unique Insurance Coverage**

8.24.4.1 Sexual Misconduct Liability

Contractors providing services under Category 2: Oral Interpretation Services and Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People, must provide proof of Sexual Misconduct Liability Insurance.

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 Million per claim and \$1 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.24.4.2 Professional Liability/Errors and Omissions

Contractor must maintain insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 Million per claim and \$2 Million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.24.4.3 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$1 Million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A

description of the work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be forwarded to Contractor by the Director in a written notice describing the reasons for said action.

- 8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that Contractor will be liable to the County for liquidated damages in said amount, which will be deducted from the County's payment to Contractor; and/or (c) upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This paragraph may not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in Paragraph 8.25.2, and may not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.27.2 Contractor certifies to the County each of the following:
 - 8.27.2.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.27.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.27.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.27.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non-Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Audits) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in the [California Government Code Section 7921 et seq.](#) (Public Records Act) may be applied to documents which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is

required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

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

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

8.37 Record Retention and Audits

- 8.37.1 Service Records: Contractor must maintain all service records related to this Master Agreement for a minimum period of seven years following the expiration or prior termination of this Master Agreement. Contractor must provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).
- 8.37.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller’s Contract Accounting and

Administration Handbook. The handbook is available on the internet at:

[AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](https://lacounty.gov/AC-Contract-Accounting-and-Administration-Handbook-June-2021)

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

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

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Master Agreement.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Master Agreement budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive

director provides services claimed under this Master Agreement.

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

- 8.37.3 Preservation of Records: If, following termination of this Master Agreement, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.
- 8.37.4 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit

report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).

- 8.37.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Master Agreement is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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

The independent auditor's work papers must be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

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

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

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

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 30 Days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, will be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

8.37.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of

stated actual net costs” means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Master Agreement, such audit finds that the units of service, allowable costs of services, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.
- (4) In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor’s actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

8.37.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph will constitute a material breach of this Master Agreement upon which Director may suspend or County may immediately terminate this Master Agreement.

8.38 Recycled Content Bond Paper

Consistent with the Board’s policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Master Agreement.

8.39 Subcontracting

8.39.1 For purposes of this Master Agreement, subcontracts must be approved in advance in writing by Director. Contractor’s request to Director for approval of a subcontract must include:

- (1) Identification of the proposed subcontractor (who must be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

- (2) A detailed description of the services to be provided by the subcontractor.
 - (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
 - (4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
 - (5) Any other information and/or certification(s) requested by Director.
- 8.39.2 Director will review Contractor's request to subcontract and determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.
- 8.39.3 Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Master Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of employees and subcontractor(s). Further, Director's approval of any subcontract must not be construed to limit in any way, any of County's rights or remedies contained in this Master Agreement.
- 8.39.4 In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to any subcontractor(s), and their officers, employees, and agents.
- 8.39.5 In the event that Director consents to any subcontracting, such consent is provisional, and does not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercising of such a right.
- 8.39.6 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this Master Agreement. Contractor must notify its subcontractors of this County right.
- 8.39.7 Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime Master Agreement with the County of Los Angeles and is subject to all of the provisions of such prime Master Agreement." Further, Contractor must also

reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs.

Contractor must deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Master Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

- 8.39.8 Contractor must obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.
- 8.39.9 Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.
- 8.39.10 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were a Contractor employee.
- 8.39.11 Contractor remains fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

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

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

8.41 Termination for Convenience

- 8.41.1 This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by a Notice of Termination to Contractor specifying the extent to which performance of work is terminated

and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 10 Days after the Notice is sent.

8.41.2 After receipt of a Notice of Termination and except as otherwise directed by the County, Contractor must :

- Stop work under this Master Agreement on the date and to the extent specified in such notice; and
- Complete performance of such part of the work as would not have been terminated by such Notice of Termination.

8.41.3 Further, after receipt of a Notice of Termination, Contractor will submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 60 Days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination will be final. After such determination is made, County will pay Contractor the amount so determined.

8.41.4 Contractor, for a period of seven (7) years after final settlement under this Master Agreement, in accordance with the Paragraph 8.37 (Record Retention and Audits), must retain and make available all of its books, records, documents, or other evidence bearing on the Contractor's costs and expenses under this Master Agreement in respect to the provision of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and must be made available within 10 Days of written notice by County for purposes of inspection or audit by representatives of County during normal business hours..

8.42 Termination for Default

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

- Contractor has materially breached this Master Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement ; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and

in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

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

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor;
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 are not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in

[County Code Section 2.160.010](#) retained by Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor must comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. 1352) and any implementing regulations, and must ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling

agencies maintained by Contractor for the purpose of securing business.

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

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

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

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

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

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 Days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.202](#).

8.52 Time off For Voting

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

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

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

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

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

8.54 Compliance with Fair Chance Employment Hiring Practices

Contractor, and any subcontractor(s), must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.55 Compliance with the County Policy of Equity

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

8.56 Prohibition from Participation in Future Solicitation(s)

Proposers, Contractors, or a subsidiary or subcontractor ("Proposer/Contractor") are prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. Violation of this provision will result in

the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision survives the expiration or other termination of this Master Agreement.

8.57 Injury and Illness Prevention Program

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

8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

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

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

9.2 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased

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

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked

with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

1. Procure for County all rights to continued use of the questioned equipment, part, or software product; or
2. Replace the questioned equipment, part, or software product with a non-questioned item; or
3. Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Data Destruction

Contractor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

10.0 SURVIVAL

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

Paragraph 7.6	(Confidentiality)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage Requirements)
Paragraph 8.37	(Record Retention and Audits)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.5	(Compliance with Applicable Laws)
Paragraph 9.3	(Ownership of Materials, Software and Copyright)
Paragraph 9.4	(Patent, Copyright and Trade Secret Indemnification)

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

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

**STATEMENT OF WORK
FOR
CATEGORY 1: DOCUMENT TRANSLATION AND OTHER WRITTEN SERVICES**

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**STATEMENT OF WORK
FOR
CATEGORY 1: DOCUMENT TRANSLATION AND OTHER WRITTEN SERVICES**

1.0 SCOPE OF WORK**1.1 Overview of Document Translation Services**

For purpose of this Statement of Work, Document Translation Services (hereafter referred to as “translation services”) are services provided by professional qualified human translators and/or machine in which the human and/or machine translators convert written words or text from one language to another language or review translated content for accuracy in meaning, tone, and intent. The objective of translation services is to convey the original tone and intent of a message to enable the Department to make linguistically appropriate documents available to Individuals. For the purposes of this document, translation services must not include the sole use of technology and artificial intelligence to generate direct translations and should not be the only method used for second review or proofreading unless specifically approved by Department.

1.2 Document Translation Services Required

Contractor will provide translation services of documents (public facing, client specific, etc.) that relay information (including health documents, pamphlets, flyers, reports, etc.) needed to facilitate non-English monolingual or limited English proficiency individuals access to and understanding of information. Contractor will deliver translation of written English to any other written language. Contractor’s translation services will include a second translator review to ensure accuracy of translation. Additionally, Contractor must deliver translation services from any written language, to written English, upon Department’s request.

Contractor must provide translation services, as requested by the Department as further described in Sections 3.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work.

1.3 Languages for Document Translation Services

The Contractor’s translation services must be available for all languages identified in Price Sheet, Exhibit B.

2.0 SPECIFIC WORK REQUIREMENTS

- 2.1 Contractor must provide document translations services that include, but are not limited, to the following:

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- 2.1.1 Document Translation - Human: Translation of text from original source language to the target language using one or more human translator(s).
- 2.1.2 Document Translation – Machine Only: Translation of text from original source language to the target language using automated computer software. This service can only be provided with specific approval by Department.
- 2.1.3 Document Translation – Human and Machine Only: Translation of text from original source language to the target language using both human translator(s) and automated computer software.
- 2.1.4 Contractor must provide translation services by professional qualified human translators and/or machine.
- 2.1.5 Contractor must provide translated document(s), in which a second translator review has been conducted to ensure accuracy and clarity in translation (not stylistic preferences), to the Department for review and confirmation of satisfactory completion.
- 2.1.6 Contractor must, at no additional cost to Department, return two versions of the translated document: a clean version and another version showing the changes that have been made (e.g., using redlines or highlighting).
- 2.1.7 Contractor must, at no additional cost to Department, work with Department to make any adjustments and modifications to translated document to ensure satisfactory completion within one month.
- 2.1.8 County will withhold payment for services provided, until the Department determines translated document(s) have been satisfactorily completed.
- 2.1.9 Contractor must, at no additional cost to Department, translate documents to ensure a readability level no greater than the source document and at approximately a 5th grade level, unless otherwise requested by Department.
- 2.1.10 Contractor must return translated documents in the format requested in the Service Request, with proper headings, margins, and text alignment to ensure the translated document closely resembles source document.

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2.1.11 Contractor must ensure that translation of document content, including unknown words, is not word for word from the source language or the word must not be spelled out in the written form of the source language. Translation must ensure the original tone and intent of source language is not lost while using culturally appropriate language.

2.1.12 Contractor must have procedures established in the event services are not completed as required under this Statement of Work. This includes, but not limited to, service interruptions when providing translation services and lapse in services during an unforeseen emergency. These procedures must be submitted to the DPH Department Master Agreement Manager within 30 days following the execution of this Master Agreement and are subject to review and approval by the DPH Department Master Agreement Manager.

3.0 ADDITIONAL LANGUAGE SERVICES

Contractor offers the following type(s) of additional language services (**check all that apply**):

- ☐ **Back Translation**: Process of re-translating text from target language back to its original source language.
- ☐ **Braille Transcription and Translation Services**: Consists of converting text, live or recorded speech, audio or video into Braille in the source language and/or requested target language(s) and/or creating Tactile Graphics, where images are printed with raised lines so that they can be read by touch.
- ☐ **Braille Duplication Services**: Consists of using specialist Braille-printing equipment to produce and/or duplicate Braille materials.
- ☐ **Certified Translations**: Document that has been verified and signed by a certified translator attesting to the accuracy and completeness of the translation.
- ☐ **Communication Access Realtime Translation (CART)**: Consists of an onsite or remote human translator who uses live captioning technology to convert spoken language into a visually readable format.
- ☐ **Desktop Publishing (DTP)**: Creation of documents using page layout software.

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- ☐ **Document Accessibility Remediation Services:** Consists of converting electronic documents to ensure they are accessible to assistive technologies such as screen readers, allowing individuals with disabilities to hear an auditory version of the text and images within the document. This can also consist of creating an appropriate Heading Structure; Writing alternate text for images that require descriptions; Marking decorative images as artifacts; tagging lists and tables; Setting a logical reading order; Setting bookmarks and linking the Table of Contents.
- ☐ **Language Proficiency Training and Testing Services:** Consists of services provided by professional qualified human translation and/or interpretation instructors. The objective of proficiency training and testing services is to provide effective training and objective, valid, and reliable assessments of proficiency in reading, writing, comprehension, translation and/or interpretation target language(s) for individuals wishing to provide professional translation and/or interpretation services or qualify for a bilingual staff designation.
- ☐ **Large Format Printing Services:** Consists of generating print materials created for individuals with low vision that conform with Large Print best practices concerning font size, line spacing, character length, use of color and graphics, paper type and size, and other applicable formatting.
- ☐ **Localization:** Process of adapting content to a new linguistic and cultural audience beyond the scope of translation.
- ☐ **Post-Production/Post-Webinar (Closed) Captioning:** Consists of a human translator converting a previously recorded meeting, webinar, or other presentation that is typically saved on a DVD, CD, or media file into written text.
- ☐ **Remote Transcription:** Consists of a human translator to translate the real-time conversion of communications into written text. Services can be displayed on a screen or a live stream for the Department/audience, done remotely with use of audio/video relay equipment.
- ☐ **Review of Translation:** Process of assessing a completed translation to ensure accuracy and quality.
- ☐ **Subtitling Services:** Consists of converting audio or video content to text in the same language of the source material. It also includes translation of that

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text from the original language to a different language, allowing viewers to understand the content in their preferred language.

- ☐ **Text Transcription Services**: Consists of a human transcriber converting speech, audio or written word into a text message.
- ☐ **Transcription Services**: Consists of a human translator converting speech or audio into a written, plain text document.
- ☐ **Translation Memory**: Database for sentence pairs matching source language and target language segments.
- ☐ **Transcreation**: Process of adapting content from one language to another while gaining the existing tone, intent, and style.
- ☐ **Video Recording Captioning Services**: Consists of a human translator splitting transcript text into caption frames (“chunks”) and time-coding each frame to synchronize with the audio of a video.
- ☐ **Voice-over Services/Audio Video Dubbing**: Consists of a human voice artist/talent translator recording a translated script to present audio content. The Contractor will provide additional work to ensure the high-quality sound and include dubbing for sound effects and/or music.
- ☐ **Web Content Remediation**: Process of ensuring digital content accessibility for users with disabilities.

4.0 RESPONSIBILITIES

County’s and Contractor’s responsibilities are as follows:

COUNTY’S RESPONSIBILITIES

4.1 Personnel

The Department of Public Health will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement – County. Specific duties will include:

- 4.1.1 Monitoring Contractor’s performance in the daily operation of this Master Agreement.

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- 4.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 4.1.4 Approving additional languages for translation services, on an as-needed basis.

4.2 Furnished Items

County will not provide or furnish any items under this Master Agreement.

CONTRACTOR'S RESPONSIBILITIES

4.3 Personnel

The Contractor will administer the Master Agreement according to the Master Agreement, Paragraph 7.0 Administration of Master Agreement – Contractor. Specific duties will include:

- 4.3.1 Contractor must assign sufficient staff to perform the provided services under this Master Agreement.
- 4.3.2 Contractor must ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 4.3.3 Contract must ensure that all staff comply with:
 - 4.3.3.1 Sub-paragraph 7.6 – Confidentiality, of the Master Agreement.
 - 4.3.3.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement must be maintained in the personnel's file at Contractor's office.

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- 4.3.3.3 Applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.
- 4.3.4 Contractor must assign professional human translators that are available to provide services as described in Sections 3.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work, and that meet the following requirements:
 - 4.3.4.1 Have at least one (1) year of experience performing translation services in the health field.
 - 4.3.4.2 Be at least 18 years of age.
 - 4.3.4.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
 - 4.3.4.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker of the language being requested for translation service.
 - 4.3.4.5 Demonstrate cultural humility and apply cultural, social, and behavioral knowledge that affirms the identity of the non-English speaking or limited English proficiency individual while facilitating accurate and effective communication.
 - 4.3.4.6 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information translated.
 - 4.3.4.7 Have a valid or equivalent certification from the American Translators Association (ATA) for languages certified by ATA and follow ATA Code of Professional Conduct or equivalent certifying agency and maintain a proficiency level that is equivalent to the standards set forth by the certifying agency and follow certifying agency's Code of Professional Conduct.

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- 4.3.4.8 Provide translation services only for the language(s) they have been certified to translate or have degree in to translate.
- 4.3.4.9 Contractor's staff providing translation services must display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.
- 4.3.4.10 Provide translation services in a manner without interjecting personal opinions and without personal commentary.
- 4.3.4.11 Contractor's staff providing translation services for medical documents must have completed a medical/mental healthcare interpreter education course which covers medical terminology with coursework including, but not limited to, anatomy and physiology, medical specialties, healthcare practices, diagnostic procedures and testing, pathology and treatment, ethics, linguistic challenges, sight translations, and cultural competence; a certificate of completion is the only acceptable proof (academic or non-academic program) to correctly interpret medical terminology to and from English and to and from any language listed in the Price Sheet, Exhibit B. The training program must be at a minimum of forty hours, and of those, ten hours must be related to mental health training.

4.4 Training Requirements

- 4.4.1 Contractor must ensure all staff providing services under this Master Agreement receive training, onboarding and continuing in-service training under this Master Agreement.
- 4.4.3 Contractor must train, test, and qualify translators to ensure that they provide all Services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).
- 4.4.4 Contractor must maintain complete training and certification records for all translators and make records available to County for review within 10 days of County's Request. Training and certification records must contain, at a minimum, the following:
 - a) Information that specifies how the translator's language fluency was verified/tested;

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- b) Date that translator's fluency was verified/tested;
- c) Identification of the language(s) which the translator is qualified to translate;
- d) Identification of the level of competency verified/tested;
- e) Documentation demonstrating that the translator has professional translator experience in the certified language; and
- f) Dates and types of all trainings provided by Contractor to meet confidentiality and non-disclosure requirements.

4.4.5 Contractor must provide training and training material to Department at the request of Department throughout the term of this master agreement.

4.5 Contractor's Office

4.5.1 Contractor must maintain an administrative office with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The administrative office must be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries or complaints which may be received about Contractor's performance under this Statement of Work, or other issues or concerns.

4.5.2 For rapid and expedited rapid services, Contractor must provide a toll-free telephone number for an emergency contact that can be reached 24 hours per day, seven (7) days per week, and 365 days per year basis, as described in Sections 3.0 Specific Work Requirements, 5.0 Service Requests, and 8.0 Hours/Days of Work for Services.

5.0 SERVICE REQUESTS

5.1 On an as-needed basis, the Department will contact Contractor via e-mail or telephone to request translation services that will: a) identify the type of Service Request (i.e., Standard Request, Expedited Request, Emergency Request, Rapid Request, or Expedited Rapid Request); b) describe services needed; c) include the Department's Service Request ID Number and; d) provide any additional information needed. Contractor must adhere to the requirements in this section at no additional cost to the county.

5.2 Contractor must provide a quote for each Service Request and the quote must be calculated with the rate(s) set forth in the Price Sheet, Exhibit B. The quote will be utilized to verify the word count and the rate(s) in the price sheet.

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- 5.3 Contractor must consider the service or appointment confirmed upon receiving Department confirmation and/or authorization for the quote through e-mail or telephone.
 - 5.3.1 Payment for services rendered will not be made if prior authorization is not received from the Department Master Agreement Manager or their designee.
- 5.4 Unauthorized extensions of the service are strictly prohibited. If necessary, a request for an extension must adhere to the following conditions:
 - 5.4.1 Request for approval of any extension must be communicated through e-mail or a direct telephone call between Contractor the Department Master Agreement Manager or their designee.
 - 5.4.2 Department Master Agreement Manager will provide approval of extension through e-mail or direct telephone call to Contractor.
- 5.5 Contractor may reserve the right to accept or decline a Service Request on a case-by-case basis. Contractor will not be penalized for declining Service Requests.
- 5.6 Upon receipt of a Standard Request, Contractor must:
 - 5.6.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within three (3) business hours;
 - 5.6.2 provide confirmation of ability to perform translation services within one (1) business day of the Service Request from the Department; and
 - 5.6.3 translate documents, including second translator review, within 10 business days from the request date or at a later date as determined by the Department.
- 5.7 Upon receipt of an Expedited Request, Contractor must:
 - 5.7.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour;
 - 5.7.2 provide confirmation of ability to perform translation services within one (1) business day of the Service Request from the Department; and
 - 5.7.3 translate documents, including second translator review, within three (3) business days from the request date.

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- 5.8 Upon receipt of an Emergency Request, Contractor must:
- 5.8.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour;
 - 5.8.2 provide confirmation of ability to perform translation services within two (2) business hours of the Service Request from the Department; and
 - 5.8.3 translate documents, including second translator review, within one (1) business day from the request date.
- 5.9 Upon receipt of a Rapid Request, Contractor must:
- 5.9.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour;
 - 5.9.2 provide confirmation of ability to perform translation services within two (2) hours of the Service Request from the Department; and
 - 5.9.3 translate documents, including second translator review, within 24 hours, which includes weekends, evenings, and County observed holidays, from the date of request from the Department.
- 5.10 Upon receipt of an Expedited Rapid Request, Contractor must:
- 5.10.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour;
 - 5.10.2 provide confirmation of ability to perform translation services within (1) hour of the Service Request from the Department; and
 - 5.10.3 translate documents, including second translator review, within four (4) hours, which includes weekends, evenings, and County observed holidays, from the date of request from the Department.

If Department does not receive a response within the deadlines as described, the Department will select another Contractor.

6.0 CANCELLATIONS

6.1 COUNTY

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Department will have the right to cancel a request without incurring any financial liability if cancellation is made 48 hours prior to the appointment. If cancellation of a request is made at the 47th hour or less prior to the appointment, Department will incur a penalty fee equivalent to 20% of the estimated cost for the requested translation services.

6.2 CONTRACTOR

Contractor must immediately notify the Department of any cancellation and provide an explanation. Contractor must make arrangements to provide Department with the necessary replacement translator(s).

7.0 MATERIALS AND EQUIPMENT

- 7.1 Contractor must purchase and maintain all materials, supplies, and/or equipment needed to provide translation services under this Statement of Work that will be considered Contractor inventory. Contractor will not invoice Department for purchasing or obtaining materials, supplies, and/or equipment that belong to the Contractor's inventory.
- 7.2 Contractor must use state-of-the art materials, supplies, and/or equipment that are safe for the environment and safe for use by staff.
- 7.3 Contractor must provide all materials, supplies, equipment, and/or services needed for the provision of services under this Statement of Work.
- 7.4 In no event must County be liable or responsible for payment for any materials, supplies, and/or equipment obtained and/or maintained by Contractor to provide services under this Master Agreement, that are not included in the Service Request and in the Price Sheet, Exhibit B.

8.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor must provide a telephone number and an e-mail address where Department can request translation services that require a response during normal business hours, as further described in Sections 3.0 Specific Work Requirements and 5.0 Service Requests.

Vendors who opt to provide Rapid and Expedited Rapid Service Requests must provide a toll-free telephone number for an emergency contact to respond to service requests, questions and/or concerns from the Department regarding Rapid and Expedited Rapid services on a 24 hours per day, seven (7) days per week, and 365 days per year basis, as further described in Sections 3.0 Specific Work Requirements and 5.0 Service Requests.

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County observed holidays are in Section 2.0 Definitions, of the Master Agreement.

9.0 INVOICES

Contractor must submit invoices to the Department Master Agreement Manager or their designee within 30 days following the completion of the services provided. The rate(s) included in the invoice must match the rate(s) set forth in the Price Sheet, Exhibit B. Invoices must include the following:

- a) Service Request number;
- b) Master Agreement number;
- c) name and contact information for contact person from the Department requesting services;
- d) type of translation service (direct translation or review of translation)
- e) source and target language(s);
- f) name or description of materials to be translated or reviewed;
- g) number of words;
- h) number of pages;
- i) duration in hours and minutes spent providing translation or review services per document;
- j) name of translator(s)/reviewer(s);
- k) rate and total charged, as applicable;
- l) any additional details about the service; and
- m) any other information upon Department's request.

Invoices submitted later than the 30-day timeframe may undergo additional review, potentially causing delays in processing.

10.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of this Master Agreement. The plan must be submitted to the Department Master Agreement Manager for review and approval within 60 days after effective date of Master Agreement, and at any point Department requests to review. The Contractor's plan must include, but may not be limited to the following:

- 10.1 Method of monitoring to ensure and demonstrate that the services effectively fulfill the Master Agreement requirements in a timely manner.
- 10.2 Procedures for conducting and maintaining complete records of all reviews, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and complete corrective action.

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- 10.3 Provide records of reviews and corrective actions to the Department upon request.

11.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance for timeliness and quality under this Master Agreement and will use the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions and Sub-paragraph 8.14, County's Quality Assurance Plan.

11.1 Meetings

Contractor will meet with County as requested.

11.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

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1.0 SCOPE OF WORK

1.1 Overview of Oral Interpretation Services

For the purpose of this Statement of Work, Oral Interpretation Services (hereafter referred to as “oral interpretation services”) are in-person or virtual services provided by professional qualified human interpreters and consist of an interpreter to translate speech orally from one language to another language in real time. Oral interpretation can be conducted in consecutive or simultaneous modes.

1.2 Oral Interpretation Services Required

Contractor will provide oral interpretation services to non-English monolingual or limited English proficient speaking individuals for large-scale events (including community events, meetings, workshops, trainings, townhalls, etc.); group counseling sessions needed to facilitate communication and understanding of medical, health and public health, and other information, and sessions with individuals seeking services or information regarding medical, health, public health, and other social services. Individual and group sessions include but are not limited to counseling, conferences, meetings, and other events where information is being conveyed. Contractor will interpret spoken English to any other spoken language, as may be required by the Department. Additionally, Contractor will interpret any other spoken language and translate to spoken English, as may be required by the Department.

Contractor must provide oral interpretation services, as requested by the Department as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

1.3 Languages for Oral Interpretation Services

The Contractor’s oral interpretation services must be available for all languages identified in Price Sheet, Exhibit B.

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2.0 SPECIFIC WORK REQUIREMENTS

- 2.1 Contractor must provide oral interpretation services that include, but are not limited, to the following:
- 2.1.1 Consecutive: Oral interpretation services consist of an interpreter talking after a speaker has paused, which allows the interpreter to have time to process the message and correctly convey it in the target language. At in-person settings, the interpreter speaks into a microphone and the audio is delivered to the listener(s) via headsets. At virtual meetings, the information is transmitted using interpretation channels or other dedicated functionalities within the platform.
 - 2.1.2 Simultaneous: Oral interpretation services consist of an interpreter capturing what is said in real-time. At in-person settings, the interpreter speaks into a microphone and the audio is delivered to the listener(s) via headsets. At virtual meetings, the information is transmitted using interpretation channels or other dedicated functionalities within the platform.
 - 2.1.3 In locations and in settings (including clinics, conference centers, community-based agencies, public health facilities, substance use disorder treatment facilities, etc.) throughout Los Angeles County.
 - 2.1.4 Services may be requested for large-scale events or for group counseling sessions (more than two individuals with typically only one needing oral interpretation services). Services may include but are not limited to the following: clinical services including diagnostic (assessment, intake, screening, etc.), therapeutic (group counseling, individual counseling, etc.), rehabilitative (case management, discharge services, patient education, etc.), or preventive services.
 - 2.1.5 Minimum of two (2) hours up to a maximum of eight (8) hours per request.
- 2.2 Contractor must ensure the required number of interpreters for the requested service. This may require booking a back-up interpreter in case of illness or other emergency situations that prevent an interpreter from fulfilling the request. Contractor must follow generally accepted standards of practice which may include teaming.
- 2.3 Contractor must ensure that interpreters arrive to assignments at scheduled appointment time

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- 2.4 Contractor must have procedures established in the event services are not completed as required per this Statement of Work. This includes, but not limited to, service interruptions when providing oral interpretation services and a lapse in services during an unforeseen emergency. These procedures must be submitted to the DPH Department Master Agreement Manager within 30 days following the execution of this Master Agreement and are subject to review and approval by the DPH Department Master Agreement Manager.

3.0 ADDITIONAL LANGUAGE SERVICES

Contractor offers the following type(s) of additional language services (**check all that apply**):

- ☐ **Communication Access Realtime Translation (CART)**: Consists of an onsite or remote human translator who uses live captioning technology to convert spoken language into a visually readable format.
- ☐ **Equipment rental**: Temporary provision of assistive technology and telecommunication devices.
- ☐ **Language Proficiency Training and Testing Services**: Consists of services provided by professional qualified human translation and/or interpretation instructors. The objective of proficiency training and testing services is to provide effective training and objective, valid, and reliable assessments of proficiency in reading, writing, comprehension, translation and/or interpretation target language(s) for individuals wishing to provide professional translation and/or interpretation services or qualify for a bilingual staff designation.
- ☐ **Remote Transcription**: Consists of a human translator to translate the real-time conversion of communications into written text. Services can be displayed on a screen or a live stream for the Department/audience, done remotely with use of audio/video relay equipment.
- ☐ **Voice-over Services/Audio Video Dubbing**: Consists of a human voice artist/talent translator recording a translated script to present audio content. The Contractor will provide additional work to ensure the high-quality sound and include dubbing for sound effects and/or music.

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4.0 RESPONSIBILITIES

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

COUNTY'S RESPONSIBILITIES

4.1 Personnel

The Department of Public Health will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement - County. Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 4.1.4 Approving additional languages for oral interpretation services, on an as-needed basis.

4.2 Furnished Items

County will not provide or furnish any items under this Master Agreement.

CONTRACTOR'S RESPONSIBILITIES

4.3 Personnel

The Contractor will administer the Master Agreement according to the Master Agreement, Paragraph 7.0 Administration of Master Agreement – Contractor. Specific duties will include:

- 4.3.1 Contractor must assign sufficient staff to perform the provided services under this Master Agreement
- 4.3.2 Contractor must ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.

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- 4.3.3 Contractor must ensure that all staff comply with:
 - 4.3.3.1 Background checks as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Master Agreement.
 - 4.3.3.2 Sub-paragraph 7.6 – Confidentiality, of the Master Agreement.
 - 4.3.3.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement must be maintained in the personnel's file at Contractor's Los Angeles County office.
 - 4.3.3.4 Applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.
- 4.3.4 Contractor must assign professional human interpreters that are available to provide oral interpretation services as described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work, and meet all the following requirements:
 - 4.3.4.1 Have at least one (1) year of experience performing oral interpretation services in the health field.
 - 4.3.4.2 Be at least 18 years of age.
 - 4.3.4.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
 - 4.3.4.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker.
 - 4.3.4.5 Demonstrate cultural humility and apply cultural, social, and behavioral knowledge that affirms the identity of the non-English speaking or limited English proficiency individual while facilitating accurate and effective communication.

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- 4.3.4.6 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
- 4.3.4.7 Have been credentialed by a recognized Healthcare Interpreter credentialing organization such as, but not limited to, the Certification Commission for Healthcare Interpreters (CCHI) and the National Board of Certification for Medical Interpreters (NBCMI) or have completed training to correctly interpret medical terminology to and from English and to and from any other language:
 - a) Credentialed: Have a valid and active Healthcare/Medical Interpreter Certification from one of the accredited organizations; or
 - b) Training: Have completed a 40-hour healthcare/medical interpreter education course which covers medical terminology with coursework including, but not limited to, anatomy and physiology, medical specialties, healthcare practices, diagnostic procedures and testing, pathology and treatment, ethics, linguistic challenges, sight translations, and cultural competence; a certificate of completion is the only acceptable proof (academic or non-academic program).
- 4.3.4.8 Follow and maintain a proficiency level that is equivalent to the standards in the Code of Ethics and Standards of Practice set forth by the National Council on Interpreting in Health Care.
- 4.3.4.9 Provide oral interpretation services only for the language(s) they have been certified to interpret.
- 4.3.4.10 Provide oral interpretation services displaying non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.
- 4.3.4.11 Provide oral interpretation services in a manner without interjecting personal opinions and without personal commentary.
- 4.3.4.12 Contractor must ensure that all of its staff providing in-person and on-site services hereunder, have undergone and successfully passed a current physical health examination and are free from infectious diseases. In no event will County be

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liable or responsible for any cost incurred by Contractor to meet this requirement.

- 4.3.4.13 Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4, Contractor's Staff Identification, of the Contract.

4.4 Training Requirements

- 4.4.1 Contractor must ensure all staff providing services under this Master Agreement receive onboarding and continuing in-service training.
- 4.4.2 Contractor must train, test and qualify Oral Interpretation Services providers to ensure that they provide all Services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).
- 4.4.3 Contractor must maintain complete training and certification records for all interpreters and make records available to County for review within 10 days of County's Request. Training and certification records must contain, at a minimum, the following:
- a) Information that specifies how the interpreter's language fluency was verified/tested;
 - b) Date that interpreter's fluency was verified/tested;
 - c) Identification of the language(s) which the interpreter is qualified to interpret;
 - d) Identification of the level of competency verified/tested;
 - e) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
 - f) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.
- 4.4.4 Contractor must provide training and training material to Department at the request of Department throughout the term of this master agreement.

4.5 Contractor's Office

- 4.5.1 Contractor must maintain an administrative office location in Los Angeles County with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The administrative office must be staffed during normal business hours, Monday

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through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under this Statement of Work, or other issues or concerns.

- 4.5.2 For rapid and expedited rapid services, Contractor must provide a toll-free telephone number for an emergency contact that can be reached 24 hours per day, seven (7) days per week, and 365 days per year basis, as described in Sections 2.0 Specific Work Requirements, 5.0 Service Requests, and 8.0 Hours/Days of Work for Services.

5.0 SERVICE REQUESTS

- 5.1 On an as-needed basis, the Department will contact Contractor via e-mail or telephone to request oral interpretation services that will: a) identify the type of interpretation service, b) identify the type of Service Request (i.e., Standard Request, Expedited Request, Emergency Request, Rapid Request, or Expedited Rapid Request), c) include the Department's Service Request ID Number, and d) provide any additional information needed. Contractor must adhere to the requirements in this section at no additional cost to the County.
- 5.2 Contractor must provide a quote for each Service Request and the quote must be calculated with the rate(s) established in the Price Sheet, Exhibit B. The quote will be utilized to verify the rate(s) in the price sheet. Additionally, if applicable, Contractor must identify a) technological requirements and b) request information from the Department on technologic capabilities of the site.
 - 5.2.1 Contractor provides Department with information on technological requirements needed to use Contractor's equipment and maximize quality of services upon confirmation Contractor will provide the services.
 - 5.2.2 Contractor will request information from Department about the technological capabilities of their site with ample time for the Department to gather and provide that information.
- 5.3 Contractor must consider the service or appointment confirmed upon receiving Department confirmation and/or authorization for the quote through e-mail or telephone.

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- 5.3.1 Payment for services rendered will not be made if prior authorization is not received from the Department Master Agreement Manager or their designee.
- 5.4 Unauthorized extensions of the service are strictly prohibited. If necessary, a request for an extension must adhere to the following conditions:
 - 5.4.1 Request for approval of any extension must be communicated through e-mail or a direct telephone call between Contractor and the Department Master Agreement Manager or their designee.
 - 5.4.2 Department Master Agreement Manager will provide approval of extension through e-mail or a direct telephone call to Contractor.
- 5.5 Contractor may reserve the right to accept or decline a Service Request on a case-by-case basis. Contractor will not be penalized for declining requests.
- 5.6 Upon receipt of a Standard Request for oral interpretation services made within 10 or more business days prior to appointment, Contractor must:
 - 5.6.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within three (3) business hours; and
 - 5.6.2 provide confirmation of ability to provide oral interpretation services within one (1) business day of the request and provide interpreter(s) name and contact information for addressing issues with the request.
- 5.7 Upon receipt of an Expedited Request for oral interpretation services made within three (3) business days prior to appointment, Contractor must:
 - 5.7.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour; and
 - 5.7.2 provide confirmation of ability to provide oral interpretation services within one (1) business day of the request and provide interpreter(s) name and contact information for addressing issues with the request.

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- 5.8 Upon receipt of an Emergency Request for oral interpretation services made within one (1) business day prior to appointment, Contractor must:
- 5.8.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour; and
 - 5.8.2 provide confirmation of ability to provide oral interpretation services within two (2) business hours of the request and provide interpreter(s) name and contact information for addressing issues with the request.
- 5.9 Upon receipt of a Rapid Request for oral interpretation services made within one (1) day prior to appointment, Contractor must:
- 5.9.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour; and
 - 5.9.2 provide confirmation of ability to provide oral interpretation services within two (2) hours of the request and provide interpreter(s) name and contact information for addressing issues with the request.
- 5.10 Upon receipt of an Expedited Rapid Request for oral interpretation services made within four (4) hours prior to appointment, Contractor must:
- 5.10.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour; and
 - 5.10.2 provide confirmation of ability to provide oral interpretation services within one (1) hour of the request and provide interpreter(s) name and contact information for addressing issues with the request.

If Department does not receive a response within the deadlines as described, the Department will select another Contractor.

6.0 CANCELLATIONS

6.1 COUNTY

Department will have the right to cancel a request without incurring any financial liability if cancellation is made 48 hours prior to the appointment. If cancellation of

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a request is made at the 47th hour or less prior to the appointment, Department will incur a penalty fee equivalent to two (2) hours of oral interpretation services .

6.2 CONTRACTOR

Contractor must immediately notify the Department of any cancellation and provide an explanation. Contractor must make arrangements to provide Department with the necessary replacement interpreter(s).

7.0 MATERIALS AND EQUIPMENT

- 7.1 Contractor must purchase and maintain all materials, supplies, and/or equipment needed to provide oral interpretation services under this Statement of Work that will be considered Contractor inventory. Contractor must not invoice Department for purchasing or obtaining materials, supplies, and/or equipment that belong to the Contractor's inventory.
- 7.2 Contractor must use state-of-the-art materials, supplies and/or equipment that are safe for the environment and safe for use by staff.
- 7.3 Contractor must utilize state-of-the-art portable wireless interpretation equipment (e.g. booth, receivers, transmitters, and console) and systems, to provide the oral interpretation services, as outlined in Sections 2.0 Specific Work Requirements and 5.0 Service Request.
- 7.4 At Department request, contractor must provide all materials, supplies, equipment, and/or on-site technicians needed for the provision of services under this Statement of Work.
- 7.5 Contractor must provide backup options in the event of equipment failure to ensure that no degradation or interruption of required oral interpretation services occurs (when applicable).

8.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor must provide a telephone number and an e-mail address where Department can request oral interpretation services that require a response during normal business hours, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

Vendors who opt to provide Rapid and Expedited Rapid Service Requests must provide a toll-free telephone number for an emergency contact to respond to service requests, questions and/or concerns from the Department regarding

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Rapid and Expedited Rapid services on a 24 hours per day, seven (7) days per week, and 365 days per year basis, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

County observed holidays are in Section 2.0 Definitions, of the Master Agreement.

9.0 INVOICES

Contractor may invoice Department for fees associated with the use of materials, supplies, and/or equipment to fulfill an interpretation request (e.g., booth, receivers, transmitters, and console) according to the rates and terms set forth in Price, Sheet, Exhibit B. Contractor must not invoice Department for costs associated with interpreter travel to and from the appointment location.

If applicable, Contractor may invoice Department for on-site technician services, time, and travel needed to support the use of materials, supplies, and/or equipment to fulfill a request (e.g., booth, receivers, transmitters, and console) according to the terms under this Statement of Work and according to the rates set forth in Price Sheet, Exhibit B.

Contractor must submit invoices to the Department Master Agreement Manager or their designee within 30 days following the completion of the services provided. The rate(s) included in the invoice must match the rate(s) set forth in the Price Sheet, Exhibit B. Invoices must include the following:

- a) Service Request number;
- b) Master Agreement number;
- c) name and contact information for contact person from the Department;
- d) type of interpretation service;
- e) source and target language(s);
- f) name of individual, group, and/or event;
- g) date;
- h) location;
- i) duration in hours and minutes providing interpretation services including start and end times;
- j) name of interpreter(s) who provided interpretation services;
- k) name of on-site technician(s) who provided support, if applicable;
- l) rate and total charged for interpreter;
- m) rate and total charged for on-site technician, as applicable;
- n) any additional details about the service, if applicable; and
- o) any other information upon Department's request.

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Invoices submitted later than the 30-day timeframe may undergo additional review, potentially causing delays in processing.

10.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of the Master Agreement. The plan must be submitted to the Department Master Agreement Manager for review and approval within 60 days after effective date of Master Agreement, and at any point Department requests to review. The Contractor's plan must include, but may not be limited to the following:

- 10.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.
- 10.2 Procedures for conducting and maintaining complete records of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and complete corrective action.
- 10.3 Provide records of inspections and corrective actions to the Department upon request.

11.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance for timeliness and quality under this Master Agreement and will use the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

11.1 Meetings

Contractor will meet with the County as requested.

11.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

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CATEGORY 3: TELEPHONIC AND VIDEO REMOTE INTERPRETATION SERVICES**

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**STATEMENT OF WORK
FOR
CATEGORY 3: TELEPHONIC AND VIDEO REMOTE INTERPRETATION SERVICES**

1.0 SCOPE OF WORK**1.1 Overview of Telephonic and Video Remote Interpretation Services**

For the purpose of this Statement of Work, Contractor must have the ability to provide these telephonic and video remote interpretation services (hereafter referred collectively as "interpretation services") on-demand or on a pre-scheduled basis. The objective of interpretation services is to communicate with an individual at linguistically appropriate levels that ensure understanding. All references to use of signed speech, including American Sign Language (ASL), apply only to video remote interpretation.

1.2 Services Required for Telephonic and Video Remote Interpretation

Contractor will provide interpretation services to an individual who is non-English speaking, has limited English proficiency, and/or is deaf or hard of hearing seeking service or information regarding medical, health, public health, and other information. Contractor will interpret from one language to another language, including ASL as may be required by the Department.

Contractor must provide interpretation services on an on-demand, 24 hour per day, seven (7) days per week, 365 days per year and could take place anywhere that the County conducts business or on a pre-scheduled basis, as required by the Department, and further described in Sections 2.0 Specific Work Requirements, 5.0 Service Requests, and 8.0 Infrastructure Operations.

1.3 Languages for Telephonic and Video Remote Interpretation Services

The Contractor's interpretation services must be available for all languages identified in Price Sheet, Exhibit B.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Contractor must provide interpretation services that include, but are not limited, to the following:

2.1.1 Telephonic Remote Interpretation - Spoken Language Over the Phone: Consists of services provided by professional qualified human interpreters and consists of an interpreter translating speech orally over the telephone from one spoken language into another spoken language.

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- 2.1.2 Video Remote Interpretation - Spoken Language: Consists of services provided by professional qualified human interpreters that involve the use of a videophone, web camera or other technology and consist of an interpreter translating speech from one spoken into another spoken language.
- 2.1.3 Video Remote Interpretation - Sign Language: Consists of services provided by professional qualified human interpreters that involve the use of a videophone, web camera or other technology and consist of an interpreter translating speech from one spoken or signed language into another signed or spoken language, including ASL.
- 2.1.4 Web/Smart Device Application - Spoken Language: Consists of services provided by professional qualified human interpreters that involve the use of a web or smart device application and consist of an interpreter translating speech from one spoken into another spoken language.
- 2.1.5 Web/Smart Device Application - Sign Language: Consists of services provided by professional qualified human interpreters that involve the use of a web or smart device application and consist of an interpreter translating speech from one spoken or signed language into another signed or spoken language, including ASL.
- 2.2 Contractor must provide Department with training and training materials on how to access and use the interpretation services at the time the Master Agreement is executed and on an annual basis thereafter, or more frequently, at the request of Department.

3.0 ADDITIONAL LANGUAGE SERVICES

Contractor offers the following type(s) of additional language services (**check all that apply**):

- ☐ **Communication Access Realtime Translation (CART)**: Consists of an onsite or remote human translator who uses live captioning technology to convert spoken language into a visually readable format.
- ☐ **Equipment rental**: Temporary provision of assistive technology and telecommunication devices.

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- ☐ **Remote Transcription**: Consists of a human translator to translate the real-time conversion of communications into written text. Services can be displayed on a screen or a live stream for the Department/audience, done remotely with use of audio/video relay equipment.
- ☐ **Subtitling Services**: Consists of converting audio or video content to text in the same language of the source material. It also includes translation of that text from the original language to a different language, allowing viewers to understand the content in their preferred language.
- ☐ **Voice-over Services/Audio Video Dubbing**: Consists of a human voice artist/talent translator recording a translated script to present audio content. The Contractor will provide additional work to ensure the high-quality sound and include dubbing for sound effects and/or music.

4.0 RESPONSIBILITIES

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

COUNTY'S RESPONSIBILITIES

4.1 Personnel

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

- 4.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.
- 4.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 4.1.4 Approving additional languages for interpretation services, on an as-needed basis.

4.2 Furnished Items

County will not provide items under this Master Agreement.

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CONTRACTOR'S RESPONSIBILITIES

4.3 Personnel

The Contractor will administer the Master Agreement according to the Master Agreement, Paragraph 7.0 Administration of Master Agreement – Contractor. Specific duties will include:

- 4.3.1 Contractor must assign sufficient staff to perform the provided services under this Master Agreement.
- 4.3.2 Contractor must ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 4.3.3 Contractor must ensure that all staff providing services under this Master Agreement comply with:
 - 4.3.3.1 Sub-paragraph 7.6 – Confidentiality, of the Master Agreement.
 - 4.3.3.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement must be maintained in the personnel's file at Contractor's office.
 - 4.3.3.3 Applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.
- 4.3.4 Contractor must assign professional human interpreters that are available to provide services as described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work, and meet the following requirements:
 - 4.3.4.1 Have at least one (1) year of experience performing interpretation services.

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- 4.3.4.2 Be at least 18 years of age.
- 4.3.4.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 4.3.4.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker.
- 4.3.4.5 Demonstrate cultural humility and apply cultural, social, and behavioral knowledge that affirms the identity of individuals who are non-English speaking, have limited English proficiency, and/or are deaf or hard of hearing while facilitating accurate and effective communication.
- 4.3.4.6 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
- 4.3.4.7 Have been credentialed by a recognized Healthcare Interpreter credentialing organization such as, but not limited to, the Certification Commission for Healthcare Interpreters (CCHI) and the National Board of Certification for Medical Interpreters (NBCMI) or have completed training to correctly interpret medical terminology to and from English and to and from any other language:
 - a) Credentialed: Have a valid and active Healthcare/Medical Interpreter Certification from one of the accredited organizations; or
 - b) Training: Have completed a 40-hour healthcare/medical interpreter education course which covers medical terminology with coursework including, but not limited to, anatomy and physiology, medical specialties, healthcare practices, diagnostic procedures and testing, pathology and treatment, ethics, linguistic challenges, sight translations, and cultural competence; a certificate of completion is the only acceptable proof (academic or non-academic program).

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Additionally, must follow and maintain a proficiency level that is equivalent to the standards in the Code of Ethics and Standards of Practice set forth by the National Council on Interpreting in Health Care.

- 4.3.4.8 Provide interpretation services only for the language(s) they have been certified to interpret.
- 4.3.4.9 Contractor's staff providing interpretation services must display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.
- 4.3.4.10 Provide interpretation services in a manner, without interjecting personal opinions and without personal commentary.

4.4 Training Requirements

- 4.4.1 Contractor must ensure all staff providing services under this Master Agreement receive onboarding and continuing in-service training.
- 4.4.2 Contractor must train, test and qualify interpreters to ensure that they provide all interpretation services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).
- 4.4.3 Contractor must maintain complete training and certification records for all interpreters and make records available to County for review within 10 days of County's request. Training and certification records must contain, at a minimum, the following:
 - a) Information that specifies how the interpreter's language fluency was verified/tested;
 - b) Date that interpreter's fluency was verified/tested;
 - c) Identification of the language(s) which the interpreter is qualified to interpret;
 - d) Identification of the level of competency verified/tested;
 - e) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
 - f) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

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- 4.4.4 Contractor must provide training and training material to Department at the request of Department throughout the term of this master agreement.

4.5 Contractor's Office

- 4.5.1 Contractor must maintain an administrative office with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The administrative office must be staffed during the normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under this Statement of Work, or other issues or concerns.
- 4.5.2 For Rapid and Expedited Rapid services, Contractor must provide a toll-free telephone number or web application for an emergency contact that can be reached 24 hours per day, seven (7) days per week, and 365 days per year basis, as described in Sections 2.0 Specific Work Requirements, 5.0 Service Requests, and 7.0 Hours/Days of Work for Services.

5.0 SERVICE REQUESTS

5.1 On-Demand Services

The Department will contact the Contractor via toll-free telephone number or web application with Service Requests.

- 5.1.1 The Department will access the interpretation services when the Department determines that either a telephonic or video remote exchange between an Individual and the Department requires interpretation from English and to any other language, or vice versa, as identified by Department at the time of telephone exchange.

5.2 Pre-Scheduled Services

The Department will contact the Contractor via telephone, e-mail, or web application to schedule interpretation services.

- 5.2.1 Contractor must provide a quote for each Service Request and the quote must be calculated with the rate(s) set forth in the Price

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Sheet, Exhibit B. The quote will be utilized to verify the rate(s) in the price sheet.

5.2.2 Contractor may reserve the right to accept or decline a service request on a case-by-case basis. Contractor will not be penalized for declining requests.

5.2.3 Contractor must consider the service or appointment confirmed upon receiving Department confirmation and/or authorization for the quote.

5.2.3.1 Payment for services rendered will not be made if prior authorization is not received from the Department Master Agreement Manager or their designee. This includes services provided outside of the agreed-upon time frame or any unauthorized extensions as further described below.

5.2.4 Unauthorized extensions of the service are strictly prohibited. If necessary, a request for an extension must adhere to the following conditions:

5.2.4.1 Request for approval of any extension must be communicated through e-mail or a direct telephone call between Contractor and Department Master Agreement Manager or their designee.

5.2.4.2 Department Master Agreement Manager will provide approval of extension through e-mail or direct telephone call to Contractor.

5.2.5 Upon receipt of a Standard Request for interpretation services made within 10 business days prior to pre-scheduled telephonic or video remote interpretation services appointment, Contractor must:

5.2.5.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within three (3) business hours; and

5.2.5.2 provide confirmation of ability to provide interpretation services within one (1) business day of the request and

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provide interpreter name and contact information for addressing issues with the request.

5.2.6 Upon receipt of an Expedited Request for interpretation services made within three (3) business days prior to pre-scheduled telephonic or video remote interpretation services appointment, Contractor must:

5.2.6.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within one (1) business hour; and

5.2.6.2 provide confirmation of ability to provide interpretation services within one (1) business day of the request and provide interpreter name and contact information for addressing issues with the request.

5.2.7 Upon receipt of an Emergency Request for interpretation services made within one (1) business day prior to appointment, Contractor must:

5.2.7.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within one (1) business hour; and

5.2.7.2 provide confirmation of ability to provide interpretation services within two (2) business hours of the request and provide interpreter name and contact information for addressing issues with the request.

5.2.8 Upon receipt of a Rapid Request for interpretation services made within one (1) day prior to appointment, Contractor must:

5.2.8.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within 24 hours; and

5.2.8.2 provide confirmation of ability to provide interpretation services within two (2) hours of the request and provide interpreter name and contact information for addressing issues with the request.

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5.2.9 Upon receipt of an Expedited Rapid Request for interpretation services made within four (4) hours prior to appointment, Contractor must:

5.2.9.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within one (1) hour; and

5.2.9.2 provide confirmation of ability to provide interpretation services within one (1) hour of the request and provide interpreter name and contact information for addressing issues with the request.

If Department does not receive a response within the deadlines as described, the Department will select another Contractor.

6.0 CANCELLATIONS FOR PRE-SCHEDULED SERVICES

6.1 COUNTY

Department will have the right to cancel a request without incurring any financial liability if cancellation is made 48 hours prior to the appointment. If cancellation of a request is made at the 47th hour or less prior to the appointment, Department will incur a penalty fee equivalent to two (2) hours of interpretation services.

6.2 CONTRACTOR

Contractor must immediately notify the Department of any cancellation and provide an explanation. Contractor must make arrangements to provide Department with the necessary replacement interpreter(s).

7.0 MATERIALS AND EQUIPMENT

7.1 Contractor must provide all materials, supplies, equipment, and/or technicians needed for the provision of services under this Statement of Work.

7.2 Contractor must use state-of-the-art materials, supplies, and/or equipment that are safe for the environment and safe for use by staff.

7.2 Contractor must purchase and/or maintain all materials, supplies, and/or equipment needed to provide interpretation services under this Master Agreement. Contractor must not invoice Department for purchasing or

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obtaining materials, supplies, and/or equipment that belong to the Contractor's inventory.

- 7.3 Contractor must provide backup options in the event of equipment failure to ensure that no degradation or interruption of required interpretation services occurs, when applicable.
- 7.4 Contractor provides Department with information on technological requirements needed to use Contractor equipment and maximize quality of services upon confirmation Contractor will provide the services.
- 7.5 Contractor will request information from Department about the technological capabilities of the site where the services will be provided with ample time for the Department to gather and provide that information and maximize the quality of services.

8.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor must maintain a toll-free telephone number and an e-mail address where the Department can request interpretation services that require a response during normal business hours, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

Vendors who opt to provide Rapid and Expedited Rapid Service Requests must provide a toll-free telephone number or web application for an emergency contact to respond to Service Requests, questions and/or concerns from the Department regarding Rapid and Expedited Rapid services on a 24 hours per day, seven (7) days per week, and 365 days per year basis, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

County observed holidays are in Section 2.0 Definitions, of the Master Agreement.

9.0 INFRASTRUCTURE OPERATIONS

- 9.1 Contractor must have a minimum of one (1) centralized calling center within the United States, with uninterruptible power supply, a toll-free access phone number, and fully redundant backup capabilities for telephonic interpretation services.
- 9.2 Contractor must one (1) free application or use a web application, with required log-in, hosted within the United States that resides on a secure server and a web browser, with no plug-ins or applets downloaded to the end User's computer with uninterruptible power supply and fully redundant

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backup capabilities that complies with County security protocols, Exhibit J, Information Security and Privacy Requirements, of the Sample Master Agreement, for video remote interpretation services.

- 9.3 Contractor must utilize state-of-the-art computer video and telephone systems, databases, networks and power requirements to maintain availability of interpretation services 24 hours per day, seven (7) days per week, 365 days per year.
- 9.4 The centralized call center must be either a physical or cloud-based site equipped and staffed, locally or remotely to ensure connection to an interpreter for the requested language within the time generally promised to all their clients via publicly available materials or within 40 seconds but not longer, whichever is shorter.
- 9.5 Video remote interpreting must provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, blurry, or grainy images, or irregular pauses in communication and provide clear, audible transmission of voices.
- 9.6 Video remote interpreting whether room-based all-inclusive unit or software/computer-based, must support encrypted transmissions, have ability to place and receive video calls using Uniform Resource Identifiers (URIs) and all connections have an Internet Protocol Security (IPSEC) or Secure Sockets Layer (SSL) Virtual Private Network (VPN) to comply with HIPAA requirements.
- 9.7 Contractor must provide backup capabilities for all systems to ensure that no degradation of or interruption to the required service level occurs in the event of a system or power failure.
- 9.8 Contractor must have operating and backup capacity to provide continuing interpretation services to Department in the event of an unforeseen emergency, regional disaster or other catastrophic occurrence where exceedingly high volumes of services would be required over a period of days or weeks.
- 9.9 Contractor must have procedures established in the event video or telephone calls are not completed as required per this Statement of Work. This includes, but is not limited to, service interruptions when providing interpretation services, call/service disconnect, and lapse in services during an unforeseen emergency, as described in section 8.7 and 8.8 of

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this Statement of Work. These procedures must be submitted to the Department Master Agreement Manager within 30 days following the execution of this Master Agreement and are subject to review and approval by the Department Master Agreement Manager.

- 9.10 Contractor must maintain and keep all interpretation information received in a confidential manner.
- 9.11 When applicable, Contractor must provide interpretation services using the Department's preferred technology platform.

10.0 INVOICES

Contractor must submit invoices to the Department Master Agreement Manager or their designee within 30 days following the completion of the services provided. The rate(s) included in the invoice must match the rate(s) set forth in the Price Sheet, Exhibit B. Invoices must include the following:

- a) Service Request number;
- b) Master Agreement number;
- c) name and contact information for contact person from the Department;
- d) source and target language(s);
- e) name of individual;
- f) duration in minutes of the interpretation services;
- g) mode of technology used (e.g., telephone, video, on-demand, pre-scheduled);
- h) name of interpreter(s) who provided interpretation services;
- i) rate and total charged, as applicable;
- j) any additional details about the service, if applicable; and
- k) any other information upon Department's request.

Invoices submitted later than the 30-day timeframe may undergo additional review, potentially causing delays in processing.

11.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of the Master Agreement. The plan must be submitted to the Department's Master Agreement Manager for review and approval within 60 days after the effective date of the Master Agreement, and at any point Department requests to review. The Contractor's plan must include, but may not be limited to the following:

- 11.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.

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11.2 Procedures for conducting and maintaining complete records of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and complete corrective action.

11.3 Provide records of inspections and corrective actions to the Department upon request.

12.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance timeliness and quality under this Master Agreement and use the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

12.1 Meetings

Contractor will meet with the County as requested.

12.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

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FOR
CATEGORY 4: SIGN LANGUAGE INTERPRETATION AND OTHER SERVICES
FOR DEAF AND HARD OF HEARING PEOPLE**

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FOR
CATEGORY 4: SIGN LANGUAGE INTERPRETATION AND OTHER SERVICES
FOR DEAF AND HARD OF HEARING PEOPLE**

1.0 SCOPE OF WORK

1.1 Overview of Sign Language Interpretation Services

For the purpose of this Statement of Work, Sign Language Interpretation Services (hereafter referred to as “sign language services”) are in-person or virtual services provided by professional qualified human interpreters to translate spoken English to American Sign Language (ASL), Spanish Sign Language and/or other Sign Language, and vice versa. Sign language services consist of the shape, placement, and movement of the hands, as well as facial expressions and body movements in order for an individual with a hearing impairment to understand what is being communicated. The objective of interpretation services is to communicate with an individual at levels that ensure understanding.

1.2 Sign Language Services Required

Contractor will provide sign language services to hearing impaired individuals seeking services or information regarding medical, health, public health, and other social services, as needed. Contractor will interpret from spoken English to ASL, Spanish Sign Language, or other Sign Language, as may be required by the Department. Additionally, Contractor will interpret ASL, Spanish Sign Language, or British Sign Language to spoken English, as needed.

Contractor must provide sign language services, as requested by the Department as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Contractor must provide sign language services that include, but are not limited, to the following:

2.1.1 Sign Language Interpretation – Standard: In-person or virtual services provided by professional qualified human interpreters to translate spoken English to American Sign Language (ASL), Spanish Sign Language and/or other Sign Language, and vice versa.

2.1.2 Sign Language Interpretation – Tactile: Tactile interpretation involves using touch to convey information. The interpreter

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typically uses sign language or manual communication that is physically felt by the deafblind person.

- 2.1.3 Sign Language Interpretation – Pro Tactile: Pro Tactile interpretation services in ASL interpreting referred to a specialized approach that incorporates the use of touch and physical contact between an interpreter and a DeafBlind individual during communication. This method allows for enhanced access to visual information by utilizing various techniques such as hand-over-hand signing, tracking movements on the body or hands, and providing additional sensory cues.
- 2.1.4 Sign Language Interpretation – Trilingual: Trilingual interpretation services involve interpreting spoken or signed communication across three languages, often including one or more sign languages alongside spoken languages.
- 2.1.5 Sign Language Interpretation – Certified Deaf Interpretation (CDI): CDI is a specialized form of interpretation provided by individuals who are deaf or hard of hearing and who have received formal training and certification in interpreting.
- 2.1.6 Sign Language Interpretation - Cued Speech Transliteration: Cued Speech Transliteration is a visual mode of communication designed to make spoken language accessible to individuals who are deaf or hard of hearing. It combines hand shapes and movements with the natural lip patterns of speech to facilitate the understanding of spoken language.
- 2.1.7 Communication Aids – Note takers, computer aided transcription, written materials, open and closed captioning, videotext displays, cued speech transliterators, telecommunication devices for the deaf or hard of hearing and exchange of written notes available upon request.
- 2.2 Contractor must provide sign language services as follows:
 - 2.2.1 In locations (including clinics, community-based organization facilities, public health facilities, substance use disorder treatment facilities, etc.) throughout Los Angeles County sites or offsite at non-County facilities.

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- 2.2.2 In an individual setting (one-on-one) or group setting (meeting/training where there are more than one (1) individuals participating and where at least one (1) of the individuals requires interpretation services).
- 2.2.3 Minimum of two (2) hours per request. Contractors may provide multiple interpreters to work in pairs.
- 2.3 Contractor must ensure the required number of interpreters for the requested service. This may require booking a back-up interpreter in case of illness or other emergency situations that prevent an interpreter from fulfilling the request. Contractor must follow generally accepted standards of practice which may include teaming.
- 2.4 Contractor must ensure that interpreters arrive to their assignments at the scheduled appointment time.
- 2.5 Contractor must have procedures established in the event services are not completed as required per this Statement of Work. This includes, but not limited to, service interruptions when providing sign language services and lapse in services during an unforeseen emergency. These procedures must be submitted to the DPH Department Master Agreement Manager within 30 days following the execution of this Master Agreement and are subject to review and approval by the DPH Department Master Agreement Manager.

3.0 ADDITIONAL LANGUAGE SERVICES

Contractor offers the following type(s) of additional language services (**check all that apply**):

- ☐ **Communication Access Realtime Translation (CART)**: Consists of an onsite or remote human translator who uses live captioning technology to convert spoken language into a visually readable format.
- ☐ **Equipment rental**: Temporary provision of assistive technology and telecommunication devices.
- ☐ **Language Proficiency Training and Testing Services**: Consists of services provided by professional qualified human translation and/or interpretation instructors. The objective of proficiency training and testing services is to provide effective training and objective, valid, and reliable

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assessments of proficiency in reading, writing, comprehension, translation and/or interpretation target language(s) for individuals wishing to provide professional translation and/or interpretation services or qualify for a bilingual staff designation.

- ☐ **Post-Production/Post-Webinar (Closed) Captioning:** Consists of a human translator converting a previously recorded meeting, webinar, or other presentation that is typically saved on a DVD, CD, or media file into written text.
- ☐ **Remote Transcription:** Consists of a human translator to translate the real-time conversion of communications into written text. Services can be displayed on a screen or a live stream for the Department/audience, done remotely with use of audio/video relay equipment.
- ☐ **Subtitling Services:** Consists of converting audio or video content to text in the same language of the source material. It also includes translation of that text from the original language to a different language, allowing viewers to understand the content in their preferred language.
- ☐ **Text Transcription Services:** Consists of a human transcriber converting speech, audio or written word into a text message.
- ☐ **Transcription Services:** Consists of a human translator converting speech or audio into a written, plain text document.

4.0 RESPONSIBILITIES

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

COUNTY'S RESPONSIBILITIES

4.1 Personnel

The Department of Public Health will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement - County. Specific duties will include:

- 4.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.

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

4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

4.2 Furnished Items

County will not provide items under this agreement.

CONTRACTOR'S RESPONSIBILITIES

4.3 Personnel

The Contractor will administer the Master Agreement according to the Master Agreement, Paragraph 7.0 Administration of Master Agreement – Contractor. Specific duties will include:

4.3.1 Contractor must assign sufficient staff to perform the provided services under this Master Agreement.

4.3.2 Contractor must ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.

4.3.3 Contractor must ensure that all staff comply with:

4.3.3.1 Background checks as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Master Agreement.

4.3.3.2 Sub-paragraph 7.6 – Confidentiality, of the Master Agreement.

4.3.3.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments

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and evidence of trainings to meet this requirement must be in the personnel's file at Contractor's Los Angeles County office.

4.3.3.4 Applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.

4.3.4 Contractor must assign professional human interpreters that are available to provide sign language services as described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work, and meet all the following requirements:

4.3.4.1 Have at least one (1) year of experience performing sign language services in the health field.

4.3.4.2 Be at least 18 years of age.

4.3.4.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.

4.3.4.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker.

4.3.4.5 Demonstrate cultural humility and apply cultural, social, and behavioral knowledge that affirms the identity of the non-English speaking or limited English proficiency individual while facilitating accurate and effective communication.

4.3.4.6 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.

4.3.4.7 Have been certified by the National Association of the Deaf (NAD) and Registry of Interpreters for the Deaf (RID) and follow the NAD's Code of Professional Conduct.

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Additionally, must follow and maintain a proficiency level that is equivalent to the standards in the Code of Ethics and Standards of Practice set forth by the National Council on Interpreting in Health Care.

4.3.5.9 Contractor's staff providing sign language services must display non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.

4.3.5.10 Contractor's staff must provide sign language services without interjecting personal opinions and without personal commentary.

4.3.5.11 Contractor must ensure that all its staff providing in-person and on-site services hereunder, have undergone and successfully passed a current physical health examination and are free from infectious diseases. In no event must County be liable or responsible for any cost incurred by Contractor to meet this requirement.

4.3.5.12 Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4, Contractor's Staff Identification, of the Contract.

4.4 Training Requirements

4.4.1 Contractor must ensure all staff providing services under this Master Agreement receive onboarding and continuing in-service training.

4.4.2 Contractor must train, test and qualify interpreters to ensure that they provide all Services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).

4.4.3 Contractor must maintain complete training and certification records for all interpreters and make records available to County for review within 10 days of County's Request. Training and certification records must contain, at a minimum, the following:

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- a) Information that specifies how the interpreter's language fluency was verified/tested;
- b) Date that interpreter's fluency was verified/tested;
- c) Identification of the language(s) which the interpreter is qualified to interpret;
- d) Identification of the level of competency verified/tested;
- e) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
- f) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

4.4.4 Contractor must provide training and training material to Department at the request of Department throughout the term of this master agreement.

4.5 Contractor's Office

4.5.1 Contractor must maintain an administrative office location in Los Angeles County with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The administrative office must be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under this Statement of Work, or other issues or concerns.

4.5.2 For Rapid and Expedited Rapid services, Contractor must provide a toll-free telephone number for an emergency contact that can be reached 24 hours per day, seven (7) days per week, and 365 days per year basis, as described in Sections 2.0 Specific Work Requirements, 5.0 Service Requests, and 8.0 Hours/Days of Work for Services.

5.0 SERVICE REQUESTS

5.1 On an as-needed basis, the Department will contact Contractor via e-mail or telephone to request sign language services that will: a) identify the type of sign language, b) identify the type of Service Request (i.e., Standard Request, Expedited Request, Emergency Request, Rapid Request, or Expedited Rapid Request), c) include the Department's Service Request ID Number, and d) provide any additional information needed. Contractor must adhere to the requirements in this section at no additional cost to the county.

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- 5.2 Contractor must provide a quote for each Service Request and the quote must be calculated with the rate(s) set forth in the Price Sheet, Exhibit B. The quote will be utilized to verify the rate(s) on the price sheet. Additionally, if applicable, Contractor must identify a) technological requirements and b) request information from the Department on technologic capabilities of the site.
 - 5.2.1 Contractor must provide Department with information on technological requirements needed to use Contractor's equipment and maximize quality of services.
 - 5.2.2 Contractor will request information from Department about the technological capabilities of the site where services will be provided with ample time for the Department to gather and provide that information and maximize quality of services.
- 5.3 Contractor must consider the service or appointment confirmed upon receiving Department confirmation and/or authorization for the quote through e-mail or telephone.
 - 5.3.1 Payment for services rendered will not be made if prior authorization is not received from the Department Master Agreement Manager or their designee.
- 5.4 Unauthorized extensions of the service are strictly prohibited. If necessary, a request for an extension must adhere to the following conditions:
 - 5.4.1 Request for approval of any extension must be communicated through e-mail or direct telephone call between Contractor and the Department Master Agreement Manager or their designee.
 - 5.4.2 Department Master Agreement Manager will provide approval of extension through e-mail or direct telephone call to Contractor.
- 5.5 Contractor may reserve the right to accept or decline a Service Request on a case-by-case basis. Contractor will not be penalized for declining requests.

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- 5.6 Upon receipt of a Standard Request for sign language services made within 10 or more business days prior to appointment, Contractor must:
 - 5.6.2 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within three (3) business hours; and
 - 5.6.3 provide confirmation of ability to provide sign language services within one (1) business day of the request and provide interpreter(s) name and contact information for addressing issues with the request.
- 5.7 Upon receipt of an Expedited Request for sign language services made within three (3) business days prior to appointment, Contractor must:
 - 5.7.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour; and
 - 5.7.2 provide confirmation of ability to provide sign language services within one (1) business day of the request and provide interpreter(s) name and contact information for addressing issues with the request.
- 5.8 Upon receipt of an Emergency Request for sign language services made within one (1) business day prior to appointment, Contractor must:
 - 5.8.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour; and
 - 5.8.2 provide confirmation of ability to provide sign language services within two (2) business hours of the request and provide interpreter(s) name and contact information for addressing issues with the request.
- 5.9 Upon receipt of a Rapid Request for sign language services made within one (1) day prior to appointment, Contractor must:
 - 5.9.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within 24 hours; and

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5.9.2 provide confirmation of ability to provide sign language services within two (2) hours of the request and provide interpreter(s) name and contact information for addressing issues with the request.

5.10 Upon receipt of an Expedited Rapid Request for sign language services made within four (4) hours prior to appointment, Contractor must:

5.10.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour; and

5.10.2 provide confirmation of ability to provide sign language services within one (1) hour of the request and provide interpreter(s) name and contact information for addressing issues with the request.

If Department does not receive a response within the deadlines as described, the Department will select another Contractor.

6.0 CANCELLATIONS

6.1 COUNTY

Department will have the right to cancel a request without incurring any financial liability, if cancellation is made 48 hours prior to the appointment. If cancellation of a request is made at the 47th hour or less prior to the appointment, Department will incur a penalty fee equivalent to two (2) hours of sign language services.

6.2 CONTRACTOR

Contractor must immediately notify the Department of any cancellation and provide an explanation. Contractor must make arrangements to provide Department with the necessary replacement interpreter(s).

7.0 MATERIALS AND EQUIPMENT

7.1 Contractor must purchase and maintain all materials, supplies, and/or equipment needed to provide sign language services under this Statement of Work that will be considered Contractor inventory. Contractor will not

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invoice Department for purchasing or obtaining materials, supplies, and/or equipment that belong to the Contractor's inventory.

- 7.2 Contractor must use state-of-the-art materials, supplies and/or equipment that are safe for the environment and safe for use by staff.
- 7.3 At Department request, contractor must provide all materials, supplies, equipment, and/or on-site technicians needed for the provision of services under this Statement of Work.
- 7.4 Contractor must provide backup options in the event of equipment failure to ensure that no degradation or interruption of required sign language services occurs, when applicable.

8.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor must provide a telephone number and an e-mail address where Department can request sign language services that require a response during normal business hours, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

Vendors who opt to provide Rapid and Expedited Rapid Service Requests must provide a toll-free telephone number for an emergency contact to respond to services requests, questions and/or concerns from the Department regarding Rapid and Expedited Rapid services on a 24 hours per day, seven (7) days per week, and 365 days per year basis, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

County observed holidays are in Section 2.0 Definitions, of the Master Agreement.

9.0 INVOICES

Contractor may invoice Department for fees associated with the use of materials, supplies, and/or equipment to fulfill an interpretation request according to the terms under rates and terms set forth in Price Sheet, Exhibit B. Contractor must not invoice Department for costs associated with interpreter travel to and from the appointment location.

If applicable, Contractor may invoice Department for on-site technician services, time, and travel needed to support the use of materials, supplies, and/or

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equipment to fulfill a request according to the terms under this Statement of Work and according to the rates set forth in Price Sheet, Exhibit B.

Contractor must submit invoices to the Department Master Agreement Manager or their designee within 30 days following the completion of the services provided. The rate(s) included in the invoices must match the rate(s) set forth in the Price Sheet, Exhibit B. Invoices must include the following:

- a) Service Request number;
- b) Master Agreement number;
- c) name and contact information for contact person from the Department;
- d) type of interpretation service;
- e) source and target language(s);
- f) name of individual, group, and/or event;
- g) date
- h) location;
- i) duration in hours and minutes providing interpretation services including start and end times;
- j) name of interpreter(s) who provided interpretation services;
- k) name of on-site technician(s) who provided support, if applicable;
- l) rate and total charged, as applicable;
- m) any additional details about the service, if applicable; and
- n) any other information upon Department's request.

Invoices submitted later than the 30-day timeframe may undergo additional review, potentially causing delays in processing.

10.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of this Master Agreement. The plan must be submitted to the Department Master Agreement Manager for review and approval within 60 days after effective date of Master Agreement. The Contractor's plan must include, but may not be limited to the following:

- 10.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.
- 10.2 Procedures for conducting and maintaining complete records of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and complete corrective action.

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10.3 Provide records of inspections and corrective actions to the Department upon request.

11.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance for timeliness and quality under this Master Agreement and will use the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

11.1 Meetings

Contractor will meet with the County as requested.

11.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

Direct Translation - Human Only

text from original source language to the target language using one or more human translator(s).

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

Direct Translation - Machine Only

text from original source language to the target language using automated computer software.

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

ADDITIONAL LANGUAGE SERVICES (OPTIONAL)

Back Translation

translating text from target language back to its original source language.

Yes ☐

No ☐

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
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_____:	_____:	_____:	_____:	_____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

Braille Transcription and Translation Services

using specialist Braille-printing equipment to produce and/or duplicate Braille materials.

Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
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Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
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\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

Communication Access Realtime Translation (CART)

onsite or remote human translator who uses live captioning technology to convert spoken language into a visually re

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
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\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Document Accessibility Remediation Services

Converting electronic documents to ensure they are accessible to assistive technologies such as screen readers, allowing a visual version of the text and images within the document. This can also consist of creating an appropriate Heading Structure that require descriptions; Marking decorative images as artifacts; tagging lists and tables; Setting a logical reading order; Creating a Table of Contents.

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Large Format Printing Services

generating print materials created for individuals with low vision that conform with Large Print best practices concerning use of color and graphics, paper type and size, and other applicable formatting.

Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Post-Production/Post-Webinar (Closed) Captioning

human translator converting a previously recorded meeting, webinar, or other presentation that is typically saved on a

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

_____:	_____:	_____:	_____:	_____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

Review of Translation

Assessing a completed translation to ensure accuracy and quality.

Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

_____:	_____:	_____:	_____:	_____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

Text Transcription Services

human transcriber converting speech, audio or written word into a text message.

Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
_____:	_____:	_____:	_____:	_____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Transcreation

sentence pairs matching source language and target language segments.

Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Video Recording Captioning Services

human translator splitting transcript text into caption frames (“chunks”) and time-coding each frame to synchronize with

Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

Web Content Remediation
 ensuring digital content accessibility for users with disabilities.

Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

translation services not reflected above that you would like to offer and provide the rate(s):

Services or Additional Language Services (e.g., maximums of length, word, or page counts, etc.):

Consecutive Oral Interpretation - In person				
interpreter talking after a speaker has paused, which allows the interpreter to have time to process the message and at group in-person settings, the interpreter speaks into a microphone and the audio is delivered to the listener(s) via headset				
Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____

Consecutive Oral Interpretation - Virtual				
interpreter talking after a speaker has paused, which allows the interpreter to have time to process the message and at virtual meetings, the information is transmitted using interpretation channels or other dedicated functionalities within the				
Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____

\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____

Simultaneous Oral Interpretation - Virtual

interpreter capturing what is said in real-time. At virtual meetings, the information is transmitted using interpretation within the platform.

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Equipment Rental

Provision of assistive technology and telecommunication devices.

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

On-Site Technician

Staff designated to assist with the materials, supplies, and/or equipment for the completion of as-needed language assistance.

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Voice-over Services/Audio Video Dubbing

human voice artist/talent translator recording a translated script to present audio content. The Contractor will provide _____ and include dubbing for sound effects and/or music.

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

station services not reflected above that you would like to offer and provide the rate(s):

Services or Additional Language Services (e.g., minimums per hour, etc.):

Telephonic Remote Interpretation - Spoken Language Over the Phone

Services provided by professional qualified human interpreters and consists of an interpreter translating speech orally from one spoken language into another spoken language.

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr

Video Remote Interpretation - Spoken Language

Services provided by professional qualified human interpreters that involve the use of a videophone, web camera or other technology to translate speech from one spoken language into another spoken language.

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr

\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr

Web/Smart Device Application - Spoken Language

Services provided by professional qualified human interpreters that involve the use of a web or smart device application to interpret from one spoken into another spoken language.

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr

\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min	\$_____ per min
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr

ADDITIONAL LANGUAGE SERVICES (OPTIONAL)

Communication Access Realtime Translation (CART)

onsite or remote human translator who uses live captioning technology to convert spoken language into a visually re

Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
_____:	_____:	_____:	_____:	_____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Remote Transcription

human translator to translate the real-time conversion of communications into written text. Services can be displayed on a screen/audience, done remotely with use of audio/video relay equipment.

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

Voice-over Services/Audio Video Dubbing

human voice artist/talent translator recording a translated script to present audio content. The Contractor will provide and include dubbing for sound effects and/or music.

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

and/or VRI interpretation services not reflected above that you would like to offer and provide rate(s):

Services or Additional Language Services (e.g., minimums per hour, etc.):

Sign Language Interpretation - Standard

Virtual services provided by professional qualified human interpreters to translate spoken English to American Sign Language and/or other Sign Language, and vice versa.

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr

Sign Language Interpretation - Tactile

Tactile interpretation involves using touch to convey information. The interpreter typically uses sign language or manual communication with a blind person.

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr

\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____

Sign Language Interpretation - Trilingual

Interpreting spoken or signed communication across three languages, often including one or more sign languages alongside

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____

\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____

Sign Language Interpretation - Cued Speech Transliteration

Transliteration is a visual mode of communication designed to make spoken language accessible to individuals who shapes and movements with the natural lip patterns of speech to facilitate the understanding of spoken language.

Tier 1 Languages:	Tier 2 Languages:	Tier 3 Languages:	Tier 4 Languages:	Tier 5 Languages:
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____
\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____ per hr	\$_____
\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____ per ¼ hr	\$_____

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Equipment Rental

Provision of assistive technology and telecommunication devices.

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

_____:	_____:	_____:	_____:	_____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

On-Site Technician

Staff designated to assist with the materials, supplies, and/or equipment for the completion of as-needed language assistance.

Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Remote Transcription

human translator to translate the real-time conversion of communications into written text. Services can be displayed on demand, on a scheduled basis, or on a permanent basis. Services can be displayed on demand/audience, done remotely with use of audio/video relay equipment.

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

Text Transcription Services

human transcriber converting speech, audio or written word into a text message.

Yes ☐

No ☐

Tier 1 _____:	Tier 2 _____:	Tier 3 _____:	Tier 4 _____:	Tier 5 _____:
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____
\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____ per _____	\$_____

ge services not reflected above that you would like to offer and provide rate(s):

Services or Additional Language Services (e.g., minimums per hour, etc.):

COUNTY'S ADMINISTRATIONMASTER AGREEMENT NO. [Click or tap here to enter text.](#)**COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

DEPARTMENT OF PUBLIC HEALTH MASTER AGREEMENT MANAGER:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

DEPARTMENT OF HEALTH SERVICES MASTER AGREEMENT MANAGER:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

DEPARTMENT OF MENTALL HEALTH MASTER AGREEMENT MANAGER:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

MASTER AGREEMENT NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.
3. **PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**
- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.
4. **OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**
- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
5. **REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**
- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business

Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase

Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER
THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF
1996 (HIPAA)**

AND

**HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL
HEALTH ACT (HITECH)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic

health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is

created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
 - (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- (i) Use Protected Health Information; and
- (ii) Disclose Protected Health Information if the Disclosure is Required by Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is

not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to **the Chief Privacy Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov.**

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R.164.404(c), including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach. If Business Associate is not able to provide the information specified in section 2.3.2 or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual who's Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the

Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten
- (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.
- Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

3. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

4. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

5. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 11, SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

6. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

7. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

8. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

9. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 11, SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

10. ACCESS CONTROL

Subject to and without limiting the requirements under Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 11, SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

11. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Sasha Schleuman
Departmental Information Security Officer
5555 Ferguson Dr.
Commerce, CA 90022
(213) 251-6703

SSchleumer@ph.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and

- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

12. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 5, CONFIDENTIALITY, will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

13. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

14. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;

- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/1/2025	
BOARD MEETING DATE	10/21/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	Request approval to execute Master Agreements with qualified vendors for the provision of substance use supportive services effective upon execution through June 30, 2030, and delegated authority to execute Master Agreement Work Orders.	
PROGRAM	Substance Abuse Prevention and Control Bureau	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$ N/A	Funding source: N/A
	TERMS (if applicable): Effective upon execution through 6/30/2030	
	Explanation: N/A	
PURPOSE OF REQUEST	Request approval to execute Master Agreements and Work Orders with qualified vendors for the provision of Substance Use Supportive Services (SUSS) to increase the ability of the Department of Public Health (Public Health) to rapidly provide the following services throughout the Los Angeles County (LAC): Capacity Building; Training and Technical Services; Evaluation Services; Harm Reduction Services; Housing and Support Services; Integrated Care and Network Adequacy Services; Outreach and Engagement Services; Prevention Program Services; and Substance Use Disorder (SUD) Workforce Education and Training Services. These Master Agreements are a result of Public Health processing a Request for Statement of Qualifications (RFSQ) for SUSS, which will enable Public Health to have a pool of pre-qualified vendors to provide the services listed above, to ensure the people and communities of LAC have access to high quality services to prevent, address, and treat SUDs.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Bureau of Substance Abuse Prevention and Control (SAPC) has the primary responsibility for administering the County's continuum of substance use prevention, harm reduction, treatment, and recovery programs in order to reduce the impact of substance use disorders (SUD) on individuals, families and communities, including, but not limited to, people experiencing homelessness, justice-involved individuals, other	

	<p>vulnerable populations and those eligible for or enrolled in Medi-Cal. Public Health must meet County, State, and federal regulations through the promotion, development, and maintenance of a comprehensive network of programs that respond to public policy and regulatory requirements.</p> <p>The substance use supportive services Master Agreements (SUSSMAs) will provide Public Health with opportunities to better implement and manage priority programs and projects included within the SUSSMA and more efficiently execute agreements and utilize and distribute funding to optimize expenditure of grant and other funds for community services. It is specifically designed to enable Public Health to build and maintain a pool of pre-qualified contractors for future projects using a competitive, flexible, and responsive contracting model to deliver critical SUD services to Los Angeles County's diverse population.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>The recommended actions support Priority 2 of the County Strategic Plan, Alliance for Health Integration, as the provision of substance use supportive services aim to develop substance use prevention strategies, provide harm reduction and SUD treatment services to the communities in LAC, as well as to reduce health inequities, and better prepare the workforce that provide these services.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Gary Tsai, MD, DFAPA, FASAM, Director, (626) 299-4595, gtsai@ph.lacounty.gov</p> <p>Michelle Gibson, MPH, Deputy Director, (626) 299-4571, migibson@ph.lacounty.gov</p> <p>Emily Issa, Senior Deputy County Counsel, (213) 787-2431, eissa@counsel.lacounty.gov</p>



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 806
Los Angeles, CA 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

DRAFT



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

October 21, 2025

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:

**APPROVAL TO EXECUTE MASTER AGREEMENTS FOR SUBSTANCE USE
SUPPORTIVE SERVICES EFFECTIVE UPON DATE OF EXECUTION THROUGH
JUNE 30, 2030
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute Master Agreements with qualified vendors for the provision of substance use supportive services, effective upon date of execution through June 30, 2030, and delegated authority to execute Master Agreement Work Orders.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute substance use supportive services Master Agreements (SUSSMA), substantially similar to Exhibit I, with qualified vendors identified in Attachment A, selected under a competitive solicitation process for substance use supportive services, effective upon date of execution through June 30, 2030.
2. Delegate authority to the Director of Public Health, or designee, to execute additional SUSSMAs during the ensuing period with additional qualified vendors

that submit a Statement of Qualifications (SOQ) which meets the requirements as outlined in the Request for Statement of Qualifications (RFSQ) for substance use supportive services released on March 21, 2025, subject to review and approval by County Counsel.

3. Delegate authority to the Director of Public Health, or designee, to execute amendments to the SUSSMAs that: a) extend the term up to an additional five years, through June 30, 2035; b) extend the term, if a Master Agreement Work Order (MAWO) executed prior to the expiration of the SUSSMA has an expiration date later than the SUSSMA's expiration date; c) add additional service categories as a result of a contractor submitting an additional SOQ as outlined in the RFSQ; and d) update the SUSSMAs terms and conditions, subject to review and approval by County Counsel.
4. Delegate authority to the Director of Public Health, or designee, to execute competitively solicited MAWOs for services performed under the SUSSMAs at amounts to be determined by Public Health, subject to review and approval by County Counsel. Annually, Public Health will provide your Board and the Chief Executive Office (CEO), a report listing all executed MAWOs by contractor, including the award amount for each MAWO and the cumulative amount awarded to each contractor.
5. Delegate authority to the Director of Public Health, or designee, to execute administrative amendments to the MAWOs that: a) extend the term, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; b) allow the rollover of unspent MAWO funds, if allowable by the grantor; c) provide an increase or decrease in funding above or below the annual base maximum obligation; and d) allow revisions to the statement of work, scope of work, and/or work plans, effective upon execution or beginning of applicable period, subject to review and approval by County Counsel.
6. Delegate authority to the Director of Public Health, or designee, to execute change notices to the MAWOs for: a) modifications to the budget with corresponding modifications to the statement of work, scope of work, and/or work plan, as necessary; b) modifications to Contractor's or County's administration; and c) changes to hours of operation and/or service locations.
7. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any SUSSMA or MAWO upon issuing a written notice to the contractor(s) if the contractor(s) fail to fully comply with contractual requirements and to terminate SUSSMA(s) or MAWO(s) for convenience by providing 30-calendar day advance written notice to contractor(s), subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The Bureau of Substance Abuse Prevention and Control (SAPC) has the primary responsibility for administering the County's continuum of substance use prevention, harm reduction, treatment, and recovery programs in order to reduce the impact of substance use disorders (SUD) on individuals, families, and communities, including, but not limited to, people experiencing homelessness, justice-involved individuals, other vulnerable populations, and those eligible for or enrolled in Medi-Cal. Public Health must meet County, State, and federal regulations through the promotion, development, and maintenance of a comprehensive network of programs that respond to public policy and regulatory requirements.

The SUSSMA provides Public Health with opportunities to better implement and manage priority programs and projects included within the SUSSMA and more efficiently execute agreements and utilize and distribute funding to optimize expenditure of grant and other funds for community services. It is specifically designed to enable Public Health to build and maintain a pool of pre-qualified contractors for future projects using a competitive, flexible, and responsive contracting model to deliver critical SUD services to Los Angeles County's diverse population.

Approval of Recommendation 1 will allow Public Health to execute SUSSMAs with qualified vendors that meet the minimum mandatory requirements of the RFSQ, including one consecutive year of experience within the last three years providing substance use supportive services or services equivalent or similar in one or more of the following categories: Capacity Building, Training and Technical Services; Evaluation Services; Harm Reduction Services; Housing and Support Services; Integrated Care and Network Adequacy Services; Outreach and Engagement Services; Prevention Program Services; and SUD Workforce Education and Training Services. These SUSSMAs will enable Public Health to have a pool of pre-qualified vendors to provide substance use supportive services.

Approval of Recommendation 2 will allow Public Health to execute additional SUSSMAs with qualified vendors selected through a solicitation process, effective upon execution, through the initial term of the SUSSMA and any subsequent extension periods, subject to review and approval by County Counsel.

Approval of Recommendation 3 will allow Public Health to execute amendments to the SUSSMAs to extend the term and add additional service categories as a result of a contractor submitting an additional SOQ, and update the SUSSMAs terms and conditions, subject to review and approval by County Counsel.

Approval of Recommendation 4 will allow Public Health to execute competitively solicited MAWOs with SUSSMA contractors, subject to review and approval by County Counsel.

Approval of Recommendations 5, and 6 will allow Public Health to execute administrative amendments to the MAWOs to extend the term; allow the rollover of unspent funds; provide an increase or decrease in funding; and allow revisions to the statement of work, scope of work, and/or work plans; execute change notices for modifications to the budget and corresponding modifications to the statement of work, scope of work, and/or work plans; modify administration and/or changes to hours of operation and/or service locations. This authority is being requested to enhance County's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Approval of Recommendation 7 will allow Public Health to immediately suspend or terminate any SUSSMA or MAWO if a contractor fails to perform and/or fully comply with contractual requirements and to terminate any SUSSMA or MAWO for convenience by providing a 30-calendar days' advance written notice to contractor(s).

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

Utilizing SUSSMAs, Public Health will be able to release Work Order Solicitations to the pool of qualified vendors to provide substance use supportive services on an as-needed basis. Funding, as well as funding sources, will vary depending upon the services to be provided, the term of the MAWO, and the availability of funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Exhibit I is the SUSSMA template approved by County Counsel. Any changes to the template will be reviewed for approval by County Counsel. Attachment A is the list of the recommended contracts. Attachment B is the contracting opportunity announcement posted on the County of Los Angeles website and Public Health's Contracts and Grants website. Attachment C is the Community Business Enterprise Information Summary for the recommended contractors.

CONTRACTING PROCESS

On March 21, 2025, Public Health released RFSQ 2025-002 for substance use supportive services to solicit SOQs from qualified agencies to provide services in Los Angeles County. Responses to the RFSQ were due to Public Health on April 28, 2025.

The contracting opportunity announcement (Attachment B) was posted on the County of Los Angeles website and on Public Health's Contracts and Grants website, and a Notice of Intent to release the RFSQ was also sent by electronic mail to over 100 agencies listed on SAPC's internal list of agencies.

Public Health received 65 SOQs by the submission deadline. The SOQs were reviewed by an evaluation committee made up of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the RFSQ solicitation process. As a result of this process, Public Health is recommending SUSSMAs with the vendors identified on Attachment A.

Of the 65 SOQs submitted in response to the RFSQ:

- Three SOQs were deemed incomplete after the initial review process. There were various attempts to obtain the missing information from the vendors, and the requested information was not received by the final deadline provided, thus these were rejected and not further evaluated;
- Nine SOQs were partially qualified, meaning they qualified for some of the categories they applied for but were not qualified for other category(ies) applied for; and
- The remaining 53 SOQs met all minimum mandatory requirements (MMRs) for the categories they applied for.

On September 4, 2025, notifications of RFSQ results were sent to the recommended vendors (Attachment A), including the vendors that qualified for some of the categories they applied for, and those that met all MMRs for the categories they applied for, and Public Health has obtained the Letter of Intent from each.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Establishment of the SUSSMAs with prequalified vendors to provide substance use supportive services will simplify the solicitation and contracting process for Public Health. Approval of the recommended actions will allow Public Health to continue to administer

The Honorable Board of Supervisors

October 21, 2025

Page 6

the County's continuum of substance use prevention, harm reduction, treatment, and recovery programs in order to reduce the impact of substance use disorders on individuals, families, and communities in Los Angeles County.

Respectfully submitted,

Barbara Ferrer, PhD, MPH, MEd
Director

BF:sa
#08214

Enclosures

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

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

List of Qualified Vendors Recommended for Master Agreements for Substance Use Supportive Services

No.	Contractor Name	Contract No.	SERVICE CATEGORIES							
			1. Capacity Building, Training and Technical Support Services	2. Evaluation Services	3. Harm Reduction Services	4. Housing and Support Services	5. Integrated Care and Network Adequacy Services	6. Outreach and Engagement Services	7. Prevention Program Services	8. SUD Workforce Education and Training Services
1	A Step to Freedom					X	X	X		
2	Asian American Drug Abuse Program, Inc.		X		X	X		X	X	X
3	Avalon-Carver Community Center							X	X	
4	Being Alive/People with AIDS Action Coalition, Inc.				X					
5	Bienestar Human Services, Inc.				X	X	X	X	X	
6	Building Lives ENT, Inc.					X	X			
7	Carl Highshaw, LLC dba Resilient Solutions		X	X						X
8	Center for Living and Learning				X	X		X		
9	Change Lanes Youth Support Services				X	X		X	X	X
10	Change Well Project LLC		X							X
11	Community Coalition for Substance Abuse Prevention and Treatment		X			X		X	X	
12	Comunidad en Outreach for Resilience and Awareness Inc.		X		X	X	X	X	X	
13	CTG Family Therapy Incorporated dba Constellation Therapy Group				X					
14	Day One				X			X	X	
15	Didi Hirsch Psychiatric Service			X	X	X	X	X	X	
16	Dylette Family Foundation		X	X	X	X	X	X	X	X

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

List of Qualified Vendors Recommended for Master Agreements for Substance Use Supportive Services

No.	Contractor Name	Contract No.	SERVICE CATEGORIES							
			1. Capacity Building, Training and Technical Support Services	2. Evaluation Services	3. Harm Reduction Services	4. Housing and Support Services	5. Integrated Care and Network Adequacy Services	6. Outreach and Engagement Services	7. Prevention Program Services	8. SUD Workforce Education and Training Services
17	Epidaurus dba Amity Foundation		X		X	X	X	X		X
18	Facente Consulting, LLC		X	X						
19	Health Management Associates, Inc.		X	X	X			X		X
20	HealthRIGHT 360				X	X	X	X	X	X
21	Helpline Youth Counseling, Inc.					X	X	X	X	
22	Homeless Health Care Los Angeles		X		X	X	X	X	X	X
23	Institute for Public Strategies				X			X	X	
24	Koreatown Youth and Community Center, Inc.		X		X	X	X	X	X	
25	Los Angeles Centers for Alcohol and Drug Abuse		X		X	X	X	X	X	X
26	Los Angeles County Office of Education		X		X			X	X	
27	Luis Orozco, Licensed Clinical Social Worker, Inc.		X		X		X	X	X	
28	Mathematica Inc.			X						
29	Melanin Angels				X			X		
30	Mental Health America of Los Angeles				X	X		X	X	
31	Mercy Health				X			X		
32	National Council on Alcoholism and Drug Dependence of East San Gabriel and Pomona Valleys, Incorporated				X			X	X	

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

List of Qualified Vendors Recommended for Master Agreements for Substance Use Supportive Services

No.	Contractor Name	Contract No.	SERVICE CATEGORIES							
			1. Capacity Building, Training and Technical Support Services	2. Evaluation Services	3. Harm Reduction Services	4. Housing and Support Services	5. Integrated Care and Network Adequacy Services	6. Outreach and Engagement Services	7. Prevention Program Services	8. SUD Workforce Education and Training Services
33	PATH		X		X	X		X		
34	Pathways Community Services LLC dba Clarvida				X	X	X	X	X	
35	Peer Voices United					X	X	X		
36	People Coordinated Services of Southern California							X	X	
37	Phoenix Houses of Los Angeles, Inc.		X				X	X	X	
38	Public Health Foundation Enterprises, Inc., dba Heluna Health				X					
39	Rancho San Antonio Boys Home, Inc.						X	X	X	X
40	Rx Consultants Group, Inc.				X			X		
41	San Fernando Valley Partnership, Inc.		X					X	X	
42	SISTAHFRIENDS					X	X	X	X	
43	Social Model Recovery Systems, Inc.				X	X	X	X	X	
44	Soledad Enrichment Action, Inc.						X	X	X	
45	South Central Prevention Coalition							X	X	
46	Special Service for Groups, Inc.		X	X	X	X		X	X	
47	SPIRITT Family Services					X	X	X	X	
48	St. John's Community Health				X	X	X	X	X	X
49	SUDIS dba Substance Use Disorder Integrated Services		X		X	X	X	X	X	X

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

List of Qualified Vendors Recommended for Master Agreements for Substance Use Supportive Services

No.	Contractor Name	Contract No.	SERVICE CATEGORIES							
			1. Capacity Building, Training and Technical Support Services	2. Evaluation Services	3. Harm Reduction Services	4. Housing and Support Services	5. Integrated Care and Network Adequacy Services	6. Outreach and Engagement Services	7. Prevention Program Services	8. SUD Workforce Education and Training Services
50	Tarzana Treatment Centers, Inc.		X		X	X	X	X	X	X
51	The AMAAD Institute				X	X	X	X	X	
52	The People Concern				X	X		X		
53	The Sidewalk Project				X	X	X	X		
54	The Skid Row Development Corporation				X	X		X		
55	The Translatin@ Coalition		X		X	X		X		
56	The Wall - Las Memorias							X	X	
57	Thillery Group, LLC							X		
58	Tracey Walters, LLC								X	
59	Understanding Needed Integration, LLC				X	X	X	X	X	
60	VelNonArt Transformative Health				X			X		
61	Venice Family Clinic				X					
62	Volunteers of America of Los Angeles				X	X	X		X	
Total Per Category			21	7	41	34	28	51	38	14



CONTRACTING OPPORTUNITY *

BID NUMBER: 2025-002

BID TITLE: Request for Statement of Qualifications for Substance Use Supportive Services

RELEASE/OPEN DATE: March 21, 2025

CLOSING/DUE DATE: April 21, 2025, 3:00 pm Pacific Time

*Visit websites indicated below for additional information and updates.

The County of Los Angeles (County) Department of Public Health is pleased to announce the release of a Request for Statement of Qualifications (RFSQ) to secure a pool of qualified vendors to enter into Master Agreements with the County to provide **Substance Use Supportive Services (SUSS)**.

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

- ❖ Category 1 – Capacity Building, Training and Technical Support Services
- ❖ Category 2 – Evaluation Services
- ❖ Category 3 – Harm Reduction Services
- ❖ Category 4 – Housing and Support Services
- ❖ Category 5 – Integrated Care and Network Adequacy Services
- ❖ Category 6 – Outreach and Engagement Services
- ❖ Category 7 – Prevention Program Services
- ❖ Category 8 – SUD Workforce Education and Training Services

Minimum Mandatory Requirements

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

1. Must have one consecutive year of experience within the last three years providing SUSS or services equivalent or similar to the service category(ies) for which they are attempting to qualify.
2. Must not be a County Contractor with Unresolved Disallowed costs (County will verify that Vendor does not have Unresolved Disallowed costs).

Next Steps for Interested Vendors

- ✓ Register at <https://camisvr.co.la.ca.us/webven>

- ✓ Review contracting opportunity solicitation document for additional information, requirements, submission information, and updates at:

- <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>
- <http://publichealth.lacounty.gov/cg/index.htm>

SUBSTANCE USE SUPPORTIVE SERVICES COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	A Step to Freedom	Asian American Drug Abuse Program, Inc.	Avalon-Carver Community Center	Being Alive/People with AIDS Action Coalition,	Bienestar Human Services, Inc.	Building Lives ENT, Inc.	Carl Highshaw, LLC dba Resilient Solutions	Center for Living and Learning	Change Lanes Youth Support Services
Total Number of Employees in California	66	144	23	10	56	30	2	42	10
Total Number of Employees (including owners)	66	155	23	10	56	32	2	42	10
Owners/Partner/Associate Partners									
Black/African American	1	3	60	2		19	1	1	1
Hispanic/Latin American		1	40	3	8			3	
Asian or Pacific Islander		7							
Native Americans									
Subcontinent Asian						2			
White				5	1	6		3	
Total	1	11	100	10	9	27	1	7	1
Female (should be included in counts above and also reported here separately).	1	4	55	3	4	13	0	5	1
Percentage of how ownership of the firm is distributed									
Black/African American	100%	34%		20%		200%	100%	14%	100%
Hispanic/Latin American		8%		30%	90%			43%	
Asian or Pacific Islander		57%							
Native Americans									
Subcontinent Asian									
White				50%	10%	100%		43%	
Total	100%	99%	0%	100%	100%	300%	100%	100%	100%
Female (should be included in counts above and also reported here separately).	100%	42%		30%	45%	200%	0%	72%	100%
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise									
Minority			Yes			Yes			
Women			Yes			Yes			
Disadvantaged			Yes			Yes			
Disabled Veteran			Yes			No			
LGBTQQ			Yes			No			

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

SUBSTANCE USE SUPPORTIVE SERVICES COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	Change Well Project LLC	Community Coalition for Substance Abuse Prevention and Treatment	Comunidad en Outreach for Resilience and Awareness Inc.	CTG Family Therapy Incorporated dba Constellation Therapy Group	Day One	Didi Hirsch Psychiatric Service	Dylette Family Foundation	Epidaurus dba Amity Foundation
Total Number of Employees in California	1	37	5	4	23	698	3	832
Total Number of Employees (including owners)	2	37	5	4	23	798	6	911
Owners/Partner/Associate Partners								
Black/African American							2	3
Hispanic/Latin American	1		2					1
Asian or Pacific Islander								
Native Americans								2
Subcontinent Asian								
White	1			1				3
Total	2	0	2	1	0	0	2	9
Female (should be included in counts above and also reported here separately).	2		0	1			1	5
Percentage of how ownership of the firm is distributed								
Black/African American							100%	33%
Hispanic/Latin American	50%		100%					11%
Asian or Pacific Islander								
Native Americans								22%
Subcontinent Asian								
White	50%			100%				33%
Total	100%	0%	100%	100%	0%	0%	100%	99%
Female (should be included in counts above and also reported here separately).	100%		0%	100%			50%	55%
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise								
Minority			X		Yes		Yes	
Women				Yes	Yes		Yes	
Disadvantaged					Yes			
Disabled Veteran			X		No			
LGBTQQ					Yes			

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

SUBSTANCE USE SUPPORTIVE SERVICES COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	Facente Consulting, LLC	Health Management Associates, Inc.	HealthRIGHT 360	Helpline Youth Counseling, Inc.	Homeless Health Care Los Angeles	Institute for Public Strategies	Koreatown Youth and Community Center, Inc.	Los Angeles Centers for Alcohol and Drug Abuse	Los Angeles County Office of Education
Total Number of Employees in California	6	56	1,280	173	180	46	194	630	2,666
Total Number of Employees (including owners)	7	854	1,297	175	0	48	194	630	2,666
Owners/Partner/Associate Partners									
Black/African American		3					2		
Hispanic/Latin American		1					2		
Asian or Pacific Islander		3					12		
Native Americans		1					0		
Subcontinent Asian		0					0		
White	1	71					1		
Total	1	79	0	0	0	0	17	0	0
Female (should be included in counts above and also reported here separately).									
Percentage of how ownership of the firm is distributed									
Black/African American		3.80%					12%		
Hispanic/Latin American		1.27%					12%		
Asian or Pacific Islander		2.80%					71%		
Native Americans		1.27%					0%		
Subcontinent Asian		0.00%					0%		
White	100%	89.87%					6%		
Total	100%	99.01%	0%	0%	0%	0%	101%	0%	0%
Female (should be included in counts above and also reported here separately).									
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise									
Minority	No								
Women	Yes								
Disadvantaged	No								
Disabled Veteran	No								
LGBTQQ	No								

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

SUBSTANCE USE SUPPORTIVE SERVICES COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	Luis Orozco, Licensed Clinical Social Worker, Inc.	Mathematica Inc.	Melanin Angels	Mental Health America of Los Angeles	Mercy Health	National Council on Alcoholism and Drug Dependence of East San Gabriel and Pomona Valleys, Incorporated	PATH	Pathways Community Services LLC dba Clarvida
Total Number of Employees in California	18	87	2	385	10	27	1063	661
Total Number of Employees (including owners)	19	1,578	2	387	10	27	1063	4,330
Owners/Partner/Associate Partners								
Black/African American			1					
Hispanic/Latin American	1							
Asian or Pacific Islander					2			
Native Americans								
Subcontinent Asian								
White								
Total	1	0	1	0	2	0	0	0
Female (should be included in counts above and also reported here separately).	0		1		1			
Percentage of how ownership of the firm is distributed								
Black/African American			100%					
Hispanic/Latin American	100%							
Asian or Pacific Islander					100%			
Native Americans								
Subcontinent Asian								
White								
Total	100%	0%	100%	0%	100%	0%	0%	0%
Female (should be included in counts above and also reported here separately).	0%		100%		50%			
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise								
Minority								
Women								
Disadvantaged								
Disabled Veteran								
LGBTQQ								

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

SUBSTANCE USE SUPPORTIVE SERVICES COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	Peer Voices United	People Coordinated Services of Southern California	Phoenix Houses of Los Angeles, Inc.	Public Health Foundation Enterprises, Inc., dba Heluna Health	Rancho San Antonio Boys Home, Inc.	Rx Consultants Group, Inc.	San Fernando Valley Partnership, Inc.	SISTA FRIEND S	Social Model Recovery Systems, Inc.
Total Number of Employees in California	10	6	137	1,820	206	46	11	16	284
Total Number of Employees (including owners)	10	6	137	1,894	206	46	11	16	284
Owners/Partner/Associate Partners									
Black/African American								14	1
Hispanic/Latin American	1		1					2	2
Asian or Pacific Islander			1			1			
Native Americans									
Subcontinent Asian			2						
White			9						4
Total	1	0	13	0	0	1	0	16	7
Female (should be included in counts above and also reported here separately).	0		5			0		14	4
Percentage of how ownership of the firm is distributed									
Black/African American								100%	
Hispanic/Latin American	100%		8%						
Asian or Pacific Islander			8%			100%			
Native Americans									
Subcontinent Asian			16%						
White			70%						
Total	100%	0%	102%	0%	0%	100%	0%	100%	0%
Female (should be included in counts above and also reported here separately).	0%		40%			0%		100%	
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise									
Minority									
Women									
Disadvantaged									
Disabled Veteran									
LGBTQQ									

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

SUBSTANCE USE SUPPORTIVE SERVICES COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	Soledad Enrichment Action, Inc.	South Central Prevention Coalition	Special Service for Groups, Inc.	SPIRITT Family Services	St. John's Community Health	SUDIS Substance Use Disorder Integrated Services	Tarzana Treatment Centers, Inc.	The AMAAD Institute	The People Concern
Total Number of Employees in California	161	6	1,505	76	1,007	10		25	940
Total Number of Employees (including owners)	161	6	1,505	76	1,007	10		25	940
Owners/Partner/Associate Partners									
Black/African American					3		1	5	2
Hispanic/Latin American					8	2	3		
Asian or Pacific Islander					3				1
Native Americans									
Subcontinent Asian									1
White					1				14
Total	0	0	0	0	15	2	4	5	18
Female (should be included in counts above and also reported here separately).					9	1	4		7
Percentage of how ownership of the firm is distributed									
Black/African American							6%		
Hispanic/Latin American						100%	32%		
Asian or Pacific Islander									
Native Americans									
Subcontinent Asian									
White							63%		
Total	0%	0%	0%	0%	0%	100%	101%	0%	0%
Female (should be included in counts above and also reported here separately).						50%	63%		
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise									
Minority									
Women									
Disadvantaged									
Disabled Veteran									
LGBTQQ									

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

SUBSTANCE USE SUPPORTIVE SERVICES COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION		The Sidewalk Project	The Skid Row Development Corporation	The Translatin@ Coalition	The Wall - Las Memorias	Thillery Group, LLC	Tracey Walters, LLC	Understanding Needed Integration, LLC	VeilNonArt Transformative Health	Venice Family Clinic
Total Number of Employees in California		17	15	56	28	1	1	94	12	546
Total Number of Employees (including owners)		17	15	56	28	1		94	12	546
Owners/Partner/Associate Partners										
Black/African American			2			1	1	1		
Hispanic/Latin American		1			1					
Asian or Pacific Islander										2
Native Americans										
Subcontinent Asian										
White		5	3							4
Total		6	5	0	1	1	1	1	0	6
Female (should be included in counts above and also reported here separately).		5	2		0	1	1	0		3
Percentage of how ownership of the firm is distributed										
Black/African American			100%			100%	100%	100%		
Hispanic/Latin American		17%			100%					
Asian or Pacific Islander										
Native Americans										
Subcontinent Asian										
White		83%	100%							
Total		100%	200%	0%	100%	100%	100%	100%	0%	0%
Female (should be included in counts above and also reported here separately).		84%	83%		0%	100%	100%	0%		
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprise										
Minority		Yes			Yes		Yes	Yes		
Women		Yes			No		Yes			
Disadvantaged		Yes			No		Yes	Yes		
Disabled Veteran		No			No					
LGBTQQ		Yes			Yes					

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

SUBSTANCE USE SUPPORTIVE SERVICES COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION		Volunteers of America of Los Angeles
Total Number of Employees in California		2,813
Total Number of Employees (including owners)		2,813
Owners/Partner/Associate Partners		
Black/African American		
Hispanic/Latin American		2
Asian or Pacific Islander		1
Native Americans		
Subcontinent Asian		1
White		15
Total		19
Female (should be included in counts above and also reported here separately).		4
Percentage of how ownership of the firm is distributed		
Black/African American		
Hispanic/Latin American		10%
Asian or Pacific Islander		5%
Native Americans		
Subcontinent Asian		5%
White		80%
Total		100%
Female (should be included in counts above and also reported here separately).		20%
Current Certification as Minority, Women, Disadvantaged, and Disabled		
Minority		
Women		
Disadvantaged		
Disabled Veteran		
LGBTQQ		

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

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

SUBSTANCE USE SUPPORTIVE SERVICES

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EXHIBITS:

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

MASTER AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
AND [CONTRACTOR NAME]
FOR
SUBSTANCE USE SUPPORTIVE SERVICES

This Master Agreement and its Exhibits is made and entered into on _____ by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" or "Department" or "Public Health" and Contractor Name, hereinafter referred to as "Contractor". Contractor will provide Substance Use Supportive Services in following marked categories:

- ☐ Category 1: Capacity Building, Training and Technical Support Services
- ☐ Category 2: Evaluation Services
- ☐ Category 3: Harm Reduction Services
- ☐ Category 4: Housing and Support Services
- ☐ Category 5: Integrated Care and Network Adequacy Services
- ☐ Category 6: Outreach and Engagement Services
- ☐ Category 7: Prevention Program Services
- ☐ Category 8: SUD Workforce Education and Training Services

RECITALS

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

WHEREAS, this Master Agreement is authorized under California Government Code Section 31000 which authorizes the Board to contract for special services and Contractor specializes in providing substance use supportive services; and

WHEREAS, on MONTH DAY, YEAR the Board has authorized the Director of Public Health, or designee to execute and administer this Master Agreement; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide specialized substance use supportive services.

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

1.0 APPLICABLE DOCUMENTS

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

Exhibits:

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

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

<http://publichealth.lacounty.gov/sapc/NetworkProviders/Regulations.htm>

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Administrative Amendment:** Any change which affects the scope of work, Master Agreement or MAWO term, contract sum, payments, or any term or condition included under this Master Agreement or a MAWO issued under this Master Agreement.
- 2.1.2 Board of Supervisors (Board):** The Board of Supervisors of the County, acting as governing body.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Master Agreement with the County to perform or execute the work covered by this Master Agreement.
- 2.1.4 Contractor's Project Director:** The individual designated by the Contractor to administer the Master Agreement operations after Master Agreement award.
- 2.1.5 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found here: <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.6 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Master Agreement and any resultant MAWO.
- 2.1.7 County's Master Agreement Project Director (MAPD):** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County.
- 2.1.8 County's Master Agreement Work Order (MAWO) Director:** Responsible for coordinating and monitoring the MAWO.
- 2.1.9 County's Project Director:** Person designated by the Director with authority to approve all MAWO solicitations and executions.
- 2.1.10 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of this Master Agreement.
- 2.1.11 Day(s):** Calendar day(s) unless otherwise specified.

- 2.1.12 Department:** The County of Los Angeles Department of Public Health, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.13 Director:** Director of Public Health Department, or designee.
- 2.1.14 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.15 Housing Navigation (HN):** Is an integral part of the process of assisting people in identifying housing options, resources, and services. Providing HN services to Participants residing in RBH and RH will ensure that Participants can actively work towards securing a permanent housing plan, thus mitigating the risk of homelessness and relapse with SUD.
- 2.1.16 Master Agreement:** This standard agreement executed between County and individual contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequently issued MAWOs.
- 2.1.17 Master Agreement Work Order (MAWO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each MAWO must result from a solicitation process. Unless otherwise specified in the MAWO solicitation, the County will select the lowest cost, qualified bid responding to the requirements of the proposed MAWO.
- 2.1.18 Recovery Bridge Housing (RBH):** A type of abstinence-focused, peer-supported housing that provides a safe interim housing environment for individuals who are homeless or unstably housed. Participants in RBH must be concurrently enrolled in treatment, such as outpatient, intensive outpatient, opioid treatment program, or outpatient (aka ambulatory) withdrawal management settings. RBH is often appropriate for individuals with minimal risk with regard to acute intoxication/withdrawal potential, biomedical, and mental health conditions. If there is risk potential, these concerns are to be managed by the treating provider.
- 2.1.19 Recovery Housing:** A type of recovery-oriented, abstinence-focused, peer-supported housing that provides a safe interim housing environment for individuals who are homeless and have minimal risk for acute intoxication/withdrawal potential, and biomedical and mental health conditions.
- 2.1.20 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.

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

3.0 WORK

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

- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.52 (Termination for Default).
- 3.8 Contractor is not guaranteed a minimum or maximum amount of utilization of its services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.
- 3.9 Contractor is responsible for monitoring and controlling the number of hours worked, and more particularly, the resulting dollar value of chargeable services performed by Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated in the MAWO.
- 3.10 Contractor must adhere to any and all Provider Network Bulletins as may be issued by SAPC from time to time throughout the term of this Master Agreement, Provider Network Bulletins are available at the following link:
<http://publichealth.lacounty.gov/sapc/providers/manuals-bulletins-and-forms.htm?tm#bulletins>
- 3.11 Contractor must comply with provisions from the funder for any resulting MAWO. Provisions are listed in Exhibit I.

4.0 TERM OF MASTER AGREEMENT

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

The County maintains a database to track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

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

5.2 Written Approval for Reimbursement

Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur only with the County's express prior written approval. Any assumption or takeover of any of Contractor's duties, responsibilities, or obligations without the prior written approval of the County will be a material breach of this Master Agreement.

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

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

5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to a MAWO executed under this Master Agreement, Contractor must separately invoice County as specified in the approved MAWO budget(s).
- 5.4.2 Payment for all work will be on either a Cost Reimbursement, Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each MAWO less any amounts assessed in accordance with Paragraph 8.30 of this Master Agreement (Liquidated Damages).
- 5.4.3 All work performed by, and all invoices submitted by Contractor pursuant to services requests issued hereunder must receive the written approval of the County's MAWO Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.4 Invoices under a MAWO issued under this Master Agreement must be submitted to the applicable County's MAWO Director, as designated in Exhibit A (County's Administration).
- 5.4.5 **Invoice Content**

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

Cost Reimbursement

Each invoice submitted by Contractor must specify:

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

OR

Time and Materials

Each invoice submitted by Contractor must specify:

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

OR

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify:

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

5.4.6 Preference Program Enterprises – Prompt Payment Program

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

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

5.5 Budget Reduction

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

5.6 Contractor Budget and Expenditures Reduction Flexibility

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

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

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

- 5.7.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

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

6.2 County's Master Agreement Project Director

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

6.3 County's Project Director

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

6.4 County's MAWO Director

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

- 6.4.1 The responsibilities of the MAWO Director include:
- ensuring that the technical standards and task requirements articulated in the individual MAWOs are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the MAWO;

- coordinating and monitoring the work of Contractor personnel assigned to any MAWO projects, and for ensuring that MAWO objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the MAWO;
- coordinating with Contractor's Project Director, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

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

6.5 County's Project Manager

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

6.6 County's Contract Analyst

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Director

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

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

7.2 Contractor's Authorized Official(s)

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

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not

pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement and any resultant MAWO.

7.6 Confidentiality

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an amendment to this Master Agreement must be prepared and executed by Contractor and the Director, as authorized by the County's Board.
- 8.1.2 The Director or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an amendment to the Master Agreement must be prepared and executed by Contractor and the Director.
- 8.1.3 Notwithstanding Paragraph 8.1.1, The Director, or designed may amend the Master Agreement to extend the term if a MAWO executed prior to the expiration of the Master Agreement has an expiration date later than the Master Agreement's expiration date; add additional service categories if Contractor qualifies for additional service categories; and update the Master Agreement's terms and conditions.
- 8.1.4 Notwithstanding Paragraph 8.1.1, the Director, or designee, may execute administrative amendments to the MAWOs to extend the term, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and Contractor performance; allow the rollover of unspent funds, if allowable by the grantor; provide an increase or decrease in funding above or below the annual base maximum obligation; and allow revisions to the statement of work, scope of work, and/or work plans, effective upon execution or beginning of applicable period, subject to review and approval by County Counsel.
- 8.1.5 Notwithstanding Paragraph 8.1.1, the Director, or designee, may execute change notices to the MAWOs for modifications to the budgets with corresponding modifications to the statement of work, scope of work, and/or work plan; modifications to administration; and changes to hours of operation and/or service locations.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally

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

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

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

8.3 Authorization Warranty

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

8.4 Complaints

Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints in accordance with the California Department of Health Care Services (DHCS) Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) 18-010E or [most current version](#) available, and the most current version of the Provider Manual.

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

8.5 Compliance with Applicable Law

- 8.5.1 In the performance of this Master Agreement and any resultant MAWO, Contractor must comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to

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

8.6 Compliance with Civil Rights Laws

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

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

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090.](#)
- 8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five business days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County Master Agreements, MAWOs, or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under any MAWO issued under this Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor has a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if

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

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

8.8 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

8.9 Compliance with Fair Chance Employment Hiring Practices

Contractor and its subcontractor(s) must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement.

8.10 Compliance with the County Policy of Equity

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

8.11 Conflict of Interest

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

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

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

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth

herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.13 Consideration of Hiring GAIN/START Participants

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

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

8.14 Contractor Responsibility and Debarment

8.14.1 Responsible Contractor

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

8.14.2 Chapter 2.202 of the County Code

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

8.14.3 Non-responsible Contractor

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

8.14.4 Contractor Hearing Board

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

its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.14.5 Subcontractors of Contractors

These terms will also apply to subcontractors of County contractors.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, Exhibit C, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in

a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

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

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

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

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

8.17 County's Quality Assurance Plan

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

8.18 Damage to County Facilities, Buildings or Grounds

8.18.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, its employees, or agents. Such repairs must be

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

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

8.19 Employment Eligibility Verification

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

8.20 Counterparts and Electronic Signatures and Representations

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

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

8.21 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the

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

8.22 Fiscal Disclosure

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

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

8.23 Force Majeure

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

8.24 Governing Law, Jurisdiction, and Venue

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

8.25 Independent Contractor Status

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

8.26 Indemnification

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

8.27 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement and any resultant MAWO have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.28 of this Master Agreement. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.27.1 Evidence of Coverage and Notice to County

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

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

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

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

8.27.2 Additional Insured Status and Scope of Coverage

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

8.27.3 Cancellation of or Changes in Insurance

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

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

8.27.4 Failure to Maintain Insurance

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

8.27.5 Insurer Financial Ratings

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

8.27.6 Contractor's Insurance Must Be Primary

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

8.27.7 Waivers of Subrogation

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

8.27.8 Subcontractor Insurance Coverage Requirements

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

8.27.9 Deductibles and Self-Insured Retentions (SIR)

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

8.27.10 Claims Made Coverage

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

8.27.11 Application of Excess Liability Coverage

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

8.27.12 Separation of Insureds

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

8.27.13 Alternative Risk Financing Programs

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

8.27.14 County Review and Approval of Insurance Requirements

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

8.28 Insurance Coverage

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

00 01) naming the County and its Agents as an additional insured, with limits of not less than:

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

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

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

8.28.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Contractor must maintain insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Contractor must maintain insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it

must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.29 Liquidated Damages

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

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

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

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

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

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

8.30 Nondiscrimination and Affirmative Action

- 8.30.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.30.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.30.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.30.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, and/or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.30.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the

grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any MAWO issued under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.30.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.31 when so requested by the County.

8.30.7 If the County finds that any provisions of this Paragraph 8.31 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement and/or any MAWO issued under this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.30.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.31 Non-Exclusivity

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

8.32 Notice of Delays

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

8.33 Notice of Disputes

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

regarding the performance of services as stated in this Master Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.34 Notice to Employees Regarding the Federal Earned Income Credit

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

8.35 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.36 Notices

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

8.37 Prohibition Against Inducement or Persuasion

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

8.38 Prohibition Against Performance of Services While Under the Influence

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

8.39 Public Records Act

8.39.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant

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

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

8.40 Publicity

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

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

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

8.41 Purchases

8.41.1 Purchase Practices:

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

8.41.2 Proprietary Interest of County

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

8.41.3 Inventory Records, Controls, and Reports

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

8.41.4 Protection of Property in Contractor's Custody

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

8.41.5 Disposition of Property in Contractor's Custody:

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

8.42 Real Property and Business Ownership Disclosure

8.42.1 Real Property Disclosure

If Contractor is renting, leasing, or subleasing, or planning to rent, lease, or sublease, any real property where persons are to receive services under a MAWO issued under this Master Agreement, Contractor must prepare and submit to the County 10 Days following execution of this Master Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; and, if the lessor or sublessor is a private corporation and its shares are not publicly traded, (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a

partnership, a listing by full names of all general and limited partners thereof.

- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph 3 immediately above or, who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor must also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.
- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor may only charge the program for costs of ownership. Costs of ownership must include depreciation, interest, and applicable taxes.

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

8.42.2 Business Ownership Disclosure

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

8.43 Reports

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

Subject to the reporting requirements of the REPORTS Paragraph of this Master Agreement, Contractor must submit the following report(s):

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

By the 10th day of each month following the month for which the data is collected, Contractor must record and submit data to the DATAR using the DATARWEB, as required by DHCS. Contractor's failure to submit the required monthly report to the State of California will result in all monthly payments under MAWO(s) issued under this Master Agreement being withheld. Payments will resume upon report submission by Contractor that is confirmed by the State.

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

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

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

Contractor with at least 30 Days' prior written notification thereof. The County will provide Contractor with a written explanation of the procedures for reporting the required information.

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

1. A written report must be made to the appropriate licensing authority and to SAPC within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events include the following:
 - a. Any unusual incident and/or event which threatens the physical or emotional health or safety of any person, including, but not limited to, suicide or death, medication error, overdose, delay in treatment, or serious injury.
 - b. Any suspected physical or psychological abuse of any person, client, or participant.
2. The written report must include the following:
 - a. Client/participant's name, age, and sex;
 - b. Date and nature of event;
 - c. Disposition of the case; and
 - d. Staffing pattern at the time of the incident.

8.44 Recycled Content Bond Paper

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

8.45 Prohibition from Participation in Future Solicitation(s)

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

County solicitation or the termination or cancellation of any resultant County contract.

8.46 Staffing and Training/Staff Development

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

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

Contractor must institute and maintain a training/staff development program pertaining services required pursuant to any MAWO issued under this Master Agreement. Appropriate training/staff development must be provided for treatment, administrative, and support personnel. Training activities must be planned and scheduled in advance, and must be conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

8.47 Record Retention and Audits

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

8.47.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los

Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:

[AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](https://www.lacounty.gov/contract-accounting-and-administration-handbook)

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

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

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Contract budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under any MAWO issued under this Master Agreement.

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

- 8.47.3 Preservation of Records: If, following termination of this Master Agreement, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.
- 8.47.4 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement or any MAWO issued under this Master Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State

regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).

- 8.47.5 **Independent Audit:** Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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

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

8.47.6 **Federal Access to Record**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under any MAWO issued under this Master Agreement, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorize representatives, the agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents and records of the subcontractor.

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

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

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 30 Days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, will be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

8.47.8 Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs"

means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

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

8.47.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph will constitute a material breach of this Contract upon which Director may suspend or County may immediately terminate this Contract.

8.48 Service Delivery Site – Maintenance Standards

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

8.49 Subcontracting

8.49.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

- 8.49.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.49.3 Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.49.4 Contractor remains fully responsible for all performances required of it under this Master Agreement and any MAWO issued under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.49.5 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement and any resultant MAWO issued under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.49.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.49.7 Contractor is solely liable and responsible for all payments or other compensation to any subcontractor(s) and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.49.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents before any subcontractor employee may perform any work hereunder.
- 8.49.9 The County's MAPD is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

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

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

8.51 Termination for Convenience

8.51.1 The County may terminate this Master Agreement, and any MAWO issued hereunder, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.

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

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

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

8.52 Termination for Default

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

- Contractor has materially breached this Master Agreement or any resultant MAWO; or

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

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

8.52.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.52.2 if its failure to perform this Master Agreement, including any MAWO issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.52.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.52.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.52, it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.52, or that the default was excusable under the

provisions of Paragraph 8.52.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.51 (Termination for Convenience).

- 8.52.5 The rights and remedies of the County provided in this Paragraph 8.52 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.53 Termination for Improper Consideration

- 8.53.1 The County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Master Agreement and any resultant MAWO issued under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement or any resultant MAWO. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.53.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.53.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.54 Termination for Insolvency

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

benefit of creditors.

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

8.55 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.56 Termination for Non-Appropriation of Funds

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

8.57 Validity

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

8.58 Waiver

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

8.59 Warranty Against Contingent Fees

- 8.59.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission,

percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

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

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

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

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

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

8.62 Time off For Voting

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

8.63 Injury and Illness Prevention Program

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

8.64 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

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

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Master Agreement and any subsequently issued MAWO does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor must instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services under any MAWO issued under this Master Agreement, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness

fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit F (Charitable Contributions Certification), the County seeks to ensure that if Contractor receives or raises charitable contributions, it is in compliance with California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 The County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement and any resultant MAWO. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement and any MAWO issued under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement and any resultant MAWO. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.3.4 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.3.5 Notwithstanding any other provision of this Master Agreement, the County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is required to make under any State or federal law or order of court.

9.4 Contractor Performance During Civil Unrest or Disaster

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

9.5 Licenses, Permits, Registrations, Accreditations, and Certificates

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

9.6 No Intent to Create a Third-Party Beneficiary Contract

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

9.7 Contractor's Exclusion from Participating in Federally Funded Program

9.7.1 Contractor hereby warrants that neither it nor any of its staff members is/are restricted or excluded from providing services under

any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 Days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

9.7.3 Contractor's failure to meet the requirements of this Paragraph will constitute a material breach of contract upon which County may immediately terminate or suspend this Master Agreement.

9.8 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 D.F.R. Part 76)

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

9.9 Whistleblower Protections

9.9.1 Per federal statute 41 U.S.C. Section 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a

reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

- 9.9.2 Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.
- 9.9.3 The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce; and, contractors and grantees must include such requirements in any agreement made with a subcontractor or subgrantee.

9.10 Most Favored Public Entity

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

9.11 Compliance with County’s Child Wellness Policy

This Master Agreement and any resultant MAWO is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy. As required by the Child Wellness policy, Contractor must make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease

Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and, provide opportunities for public education and training.

9.12 Board of Directors, Advisory Board and Organizational Chart

9.12.1 Board of Directors:

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

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

9.12.2 Advisory Board or Group:

Contractor must establish and maintain an advisory board or group consisting of five or more persons. The advisory board or group will advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board or group will consist of people who reside in, or represent the interests of, the community being served. In establishing an advisory board or group Contractor must demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. Contractor's own Board of Directors may function as the advisory board with the prior written approval of Director. When Contractor's Board of Directors is allowed to function as an advisory board it must meet at least four

times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

9.12.3 Organizational Chart:

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

9.13 Staffing and Training

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

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

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

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

All training received during the term of this Master Agreement must be included in the personnel file of all administrative and service staff employed by Contractor. Contractor must have available and provide upon request by authorized representatives, a copy of all certificates, sign-in sheets, or other related documented confirmation of training. Contractor must ensure that all staff receive the necessary training to

possess the requisite qualifications, knowledge, and skills to perform their duties competently according to best practices. Contractor must ensure that relevant staff attend all County-mandated trainings as outlined at the beginning of each fiscal year.

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

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

- D. Services for Youth: If services for youth are provided hereunder, Contractor must ensure that services are developed and implemented pursuant to the most current version of the [Adolescent Substance Use Disorder Best Practices Guide](#) .

- E. The following requirements apply to employees and volunteers involved in providing SUSS and must be documented in each individual's personnel file:

- (1) All staff employed by Contractor and subcontractor(s), if applicable, must not have been on active probation or parole within the last three years, and must have a Live Scan fingerprint check for criminal history background in accordance with Paragraph 7.5 of this Master Agreement, Background and Security Investigations, prior to employment. Contractor must not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (e.g., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by Public Health; and, if the youth program is funded by the Probation Department, by the Probation Department. The County reserves the right to prohibit any such person performing services under this Master Agreement.

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

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

G. Contractor must designate at least one employee as a "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

9.14 Participant Eligibility

Contractor must determine and confirm eligibility for participants to receive Substance Use Disorder ("SUD") services and financial coverage (Medi-Cal, insurance, or other third-party payer). Medi-Cal is the first payor of services for persons with SUD who are being served under this Contract. Within 90 Days after a participant is first given services hereunder, Contractor must document that all potential sources of payments to cover the costs of participant services hereunder have been identified, and that Contractor, or such participant, has attempted to verify participant's eligibility for Medi-Cal. In addition to the requirements set forth under this Paragraph, Contractor must provide a written certification to County stating whether the participant is eligible for Medi-Cal, insurance, or other third-party coverage. Contractor must retain such documentation and allow County access to same in accordance with Paragraph 8.47 of this Master Agreement, Record Retention and Audits.

9.15 Imposition of Charges and Fees

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

9.16 Emergency Medical Treatment

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

9.17 Tobacco-Free and Cannabis-Free Environment and Tobacco and Cannabis Awareness

Contractor must provide a tobacco-free/cannabis free environment and develop tobacco and cannabis awareness at the locations (i.e., facilities) where services are provided under provisions of the any resulting Master Agreement/MAWO(s), by taking the following actions:

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

9.18 Drug Free Work Place

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

- 9.18.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's

workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

9.18.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations.

9.18.3 Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the services under any MAWO issued under this Master Agreement:

1. Be given a copy of the County's drug-free policy statement; and
2. As a condition of providing services under this Master Agreement, agree to abide by the terms of the published statement.

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

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

9.19 Human Immunodeficiency Virus ("HIV")/Acquired Immune Deficiency Syndrome ("AIDS") Education

9.19.1 Contractor must ensure that its Board of Directors reviews and adopts an HIV/AIDS policy that includes all elements of this Paragraph 9.19.

9.19.2 Contractor must develop policies and procedures, which are adopted by Contractor's Board of Directors, that address priority admissions, confidentiality, charting, and all other issues

necessary to ensure the protection of the rights of all HIV positive participants.

- 9.19.3 Contractor must develop and implement policies and procedures for staff and participants and must designate an HIV/AIDS resource person who will be Contractor's liaison to SAPC, and designate and document this person's responsibilities.
- 9.19.4 The HIV/AIDS resource person must attend required meetings and trainings relative to HIV and substance (e.g. HIV Drug and Alcohol Task Force, etc.). The HIV/AIDS resource liaison must ensure participants are aware of such training and educational opportunities.
- 9.19.5 The HIV/AIDS liaison must distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form must be maintained in each employee's personnel file. Contractor must institute regular re-evaluation of the HIV/AIDS policy and recommended changes or addendum when warranted by changes in HIV/AIDS care or epidemiology, and/or in federal or State law.
- 9.19.6 The HIV/AIDS resource person must develop an overall HIV/AIDS educational plan which includes, but is not limited to, HIV prevention, HIV transmission, basic HIV information, risk-reduction, and local resources. This plan must include a curriculum for staff and participants, as well as a system to document staff and participant participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form must be maintained in each client/participant's file. The curriculum must include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).
- 9.19.7 Contractor must maintain signage and educational materials regarding reducing the risk of HIV virus transmission in its program facility(ies) and incorporate into its services. Staff and Participants must be provided with current, up-to-date brochures and other educational materials which are reflective of the population served by Contractor, in culturally appropriate formats and languages. Printed materials must provide information on risk-reduction and testing, in addition to whatever information is deemed appropriate for the population(s) served by Contractor. Materials must be in stock, visible, and easily available to client/participants, and in compliance with Paragraph 9.26 - Compliance with Culturally and Linguistically Appropriate Services Standards (CLAS).

- 9.19.8 Contractor must make available to all Participants and employees the location(s) of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.
 - 9.19.9 Contractor must develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients/participants, and make referrals when appropriate, while clients/participants are in the program and for discharge planning.
 - 9.19.10 Contractor must not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and/or bi-sexual men/women, sex workers, etc.), or have been diagnosed with HIV/AIDS.
 - 9.19.11 Contractor must consider priority admission for all client/participants with HIV/AIDS.
 - 9.19.12 Contractor must comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of the client/participant.
 - 9.19.13 If HIV/AIDS services are not available at Contractor's location, Contractor must make every effort to link client/participants to available services. At client/participant's choice, Contractor must provide interim services as defined in 45 CFR 96.121 until the individual is admitted into a program, including at a minimum, counseling, and education about HIV, transmission prevention, the risk of transmission to sexual partners and infants, and appropriate HIV services/treatment. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as prenatal care.
- 9.20 Message Regarding the Unlawful Use of Tobacco Use of Alcohol and Other Drugs**
- Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under any resulting MAWO, including but not limited to those produced in audio, print, or video; and, which pertain to messages provided by Contractor's program to Participants and the general public, must all be produced in accordance with the requirements of California Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and must specifically contain a clear statement that promotes no unlawful use of alcohol and other drugs and that the unlawful use of alcohol and other drugs is both illegal and dangerous.
- Contractor must provide SAPC with any audio, printed, video, or other materials planned for general public dissemination for review upon SAPC's request.

9.21 Child/Elder Abuse Fraud Report

- 9.21.1 Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. must comply with the reporting requirements described in PC Section 11164 et seq. and must report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract must make the report on such abuse, and must submit all required information, in accordance with PC Sections 11166 and 11167.
- 9.21.2 Child abuse reports must be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.21.3 Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code ("WIC"), Section 15600 et seq. must comply with the reporting requirements described in W&IC Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract must make the report on such abuse, and must submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 9.21.4 Elder abuse reports must be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.21.5 Contractor staff working on this Contract must also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970 unless otherwise restricted by law from disclosing such information.

9.22 Nondiscrimination and Institutional Safeguards for Religious Providers

Title 42 CFR Part 54 applies to organizations which meet the definition of a religious organization. This provision applies to the provision of federal funds for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations are eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution.

Further, said provision prohibits state or local governments receiving federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides a program client/participant with right to receive services from an alternative provider if the program client/participant objects to the religious character of the program. Contractor must have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals must be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notice of such referrals must be made to SAPC in writing.

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

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

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

9.24 Restriction on the Distribution of Sterile Syringes/Needles

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

9.25 Priority Populations

9.25.1 Contractor must establish protocols and procedures to identify, engage, and enroll into treatment, priority populations as listed

herein and in accordance with Substance Abuse Prevention and Treatment Block Grants. Priority populations include pregnant injection drug users, pregnant substance users, injection drug users and client/participants with HIV/AIDS.

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

9.26 Tuberculosis (TB) Program Requirements

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

9.27 Prohibition on Political Activity

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

9.28 Electronic Health Record (EHR) System (if applicable)

Contractor must secure and utilize a certified and approved EHR system. Contractor may choose to utilize the County's EHR, Sage, as its primary SUD EHR to meet this requirement. All providers, regardless of whether they have their own EHR, are required to utilize the County's Sage system, or effectively interface with the Sage system, for submission of clinical materials for utilization manage and quality improvement purposes and for billing purposes. Contractor must ensure and maintain the appropriate technology, staff training, security practices, and information system to support the EHR functioning.

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

Contractor must develop, maintain, implement, and periodically review and update their Outage Procedures, as described in the Sage Outage

Procedure section in the most current version of the published Provider Manual, to lessen the impact on Patient treatment and organizational operations during periods of planned or unplanned system outage.

Contractor is responsible for notifying SAPC immediately in instances where there is a suspected data breach, data vulnerability, or incident where Protected Health Information may have been compromised, consistent with Attachment 4 of the Work Order, Information Security Requirements.

10.0 SURVIVAL

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

Paragraph 5.3	No Payment for Services Provided Following Expiration/Termination of Master Agreement
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.23	Force Majeure
Paragraph 8.24	Governing Law, Jurisdiction, and Venue
Paragraph 8.26	Indemnification
Paragraph 8.27	General Provisions for all Insurance Coverage
Paragraph 8.47	Record Retention and Audits
Paragraph 8.58	Waiver
Paragraph 9.3	Ownership of Materials, Software and Copyright

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

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

Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#08214:sa

EXHIBITS

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

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO.

WORK ORDER NO.

COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S MASTER AGREEMENT WORK ORDER DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

MASTER AGREEMENT NO. Click or tap here to enter text.

WORK ORDER NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

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

Any fire station. Any hospital. Any time.

1.877.222.9723  **BabySafeLA.org**

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

SAMPLE MASTER AGREEMENT WORK ORDER

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

Master Agreement Number: PH-00xxxx

Work Order Number: PH-00xxxx- Wx

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

[CONTRACTOR NAME]

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

RECITALS

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

WHEREAS, Contractor submitted a response to Work Order Solicitation (WOS) Number SUSS-WOS-XXX released by the County on [Mo/Day/Year], for Substance Use Supportive Services (SUSS); and

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Attachments:

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

2.0 WORK

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

3.0 TERM OF MASTER AGREEMENT WORK ORDER

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

4.0 MAWO BUDGET

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

5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

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

6.0 FUNDING SOURCE

Provision of services under this MAWO for SUSS are 100 percent funded by [Enter Grantor Name] funds.

7.0 MAXIMUM TOTAL COST AND PAYMENT

- 7.1 The maximum obligation of County for all services provided hereunder is as follows:
- A. For the period of _____ through _____, _____ (\$_____), as set forth in Attachment C-1.
 - B. For the period of _____ through _____, _____ (\$_____), as set forth in Attachment C-2.
- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget(s).
- 7.3 Contractor must satisfactorily perform and complete all required services in accordance with Attachment A, Statement of Work and Attachment B, Scope of Work, notwithstanding the fact that total payment from County will not exceed the Total Maximum Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the attachment(s) including, but not limited to, any time spent on the preparation for such activities.
- 7.5 Within 30 Days after expiration or termination of this MAWO, Contractor must submit to County's Project Manager, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County's Project Manager within the specified period described above will constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 The Director of Public Health may elect, or Contractor may request the Director of Public Health or designee, to execute Change Notices to the MAWO that: authorize modifications to or within budget categories within each budget, and make corresponding service adjustments, as necessary; changes to hours of operation, and/or service locations. As authorized by the Board, a written Change Notice must be signed by the Director, or designee, and Contractor, and incorporated into and become part of this MAWO pursuant to Paragraph 8.1 of the Master Agreement.

8.0 INVOICE AND PAYMENTS

- 8.1 Contractor must invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO.
- 8.2 Invoices under this MAWO must be submitted to County's Project Manager within 30 Days after the close of each calendar month during which the services were rendered. The County will make a reasonable effort to make

payment within 30 Days following receipt of a complete and correct monthly invoice and in accordance with Attachment C, Budget(s).

For Cost Reimbursement budget insert below section

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

Cost Reimbursement:

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

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

For fixed Price for Deliverable basis budget, insert below section

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

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify the following:

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

While payments will be made in accordance with the fixed price per deliverable set out in the Budget(s), Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented

costs are less than the fixed price per deliverable set in the budget(s), Contractor will be reimbursed only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

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

9.0 CONFLICT OF INTEREST

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

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

10.0 MANDATORY COMPLETION DATE

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

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 exceeds the Maximum Total Amount and Payment amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

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

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

CONTRACTOR

By: _____
Signature

Printed Name

Title: _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By: _____
Contracts and Grants Division
Management

#00000:xx

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

CERTIFICATIONS

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

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

SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

(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

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

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

EMPLOYEES

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

(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

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

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

“Certain contracts prohibited.

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

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

Substance Use Supportive Services Master Agreement

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: _____

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

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

Substance Use Supportive Services Master Agreement

CHARITABLE CONTRIBUTIONS CERTIFICATION

Charitable Contributions Certification is required for all Social Services Departments. Additionally, if the services being solicited historically receive responses from Nonprofit Agencies, this certification should also be included.)

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

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

1. SECURITY PROGRAM

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

2. PERSONNEL AND CONTRACTOR PROTECTIONS

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

3. PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION STANDARDS

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

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

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

4. ENCRYPTION STANDARDS – STORED DATA

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

5. ENCRYPTION STANDARDS – TRANSMITTED DATA

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

6. DESTRUCTION OF COUNTY PII, PHI, AND MI

If County's Confidential Information is no longer required to be retained by Contractor under the Master Agreement or applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing PII, PHI, and MI

consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PII, PHI, and MI cannot be retrieved.

7. SECURITY OF SYSTEMS AND DEVICES

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

8. REMOVABLE MEDIA

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

9. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

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

10. HARDWARE RETURN

Upon termination or expiration of the Master Agreement or at any time upon County's request, Contractor must return all hardware, if any, provided by County containing PII, PHI, MI and/or County's Confidential Information to County. The PII, PHI, MI and/or County's Confidential Information must not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise

directed by County. In the event the hardware containing PII, PHI, MI and/or County's Confidential Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within 15 days of termination or expiration of the Master Agreement or at any time upon County's request. Contractor's destruction or erasure of PII, PHI, MI and/or County's Confidential Information pursuant to this Section must be in compliance with industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

12. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

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

13. ACCESS CONTROL

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

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

14. SECURITY INCIDENT

- 14.1. Contractor will promptly (within 24 hours) notify, after the detection of a Security Incident, the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- 14.2. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- 14.3. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention and/or authorized destruction of PII, PHI, MI and/or County's Confidential Information.
- 14.4. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

15. CONTRACTOR SECURITY AUDITS

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

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

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

- 15.1.2. **Internal Audit** – Audit conducted by Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's quality system ("CQS") in support of applicable regulations, standards, and requirements.
- 15.1.3. **Supplier Audit** – Quality audit conducted by Contractor personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
- 15.1.4. **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- 15.2. SSAE-16 (formerly known as SAS -70 II) or other audit(s) as approved by the Public Health Information Security Officer or designee – as to the Hosting Services only:
 - 15.2.1. Audit spans a full 12 months of operation and is produced annually.
 - 15.2.2. The resulting detailed report is available to County.
 - 15.2.3. Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

16. SECURITY AUDITS

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

recommendations that result from such inspections, tests and audits within reasonable timeframes.

17. CONFIDENTIALITY

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

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

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

17.4. **Personally Identifiable Information.** "Personally Identifiable Information" means any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal, financial or healthcare information, personal preferences, demographic data, marketing data,

credit data, or any other identification data. For the avoidance of doubt, PII must include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

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

17.4.2. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in the Master Agreement, and in particular the Confidentiality provisions of the Work Order and/or Master Agreement, during the term of the Work Order and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third party, except as expressly required to perform its obligations in the Master Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with (a) this Agreement, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

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

17.5. **Return of Confidential Information.** On County’s written request or upon expiration or termination of this Master Agreement for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/24/2025 <u>10/1/2025</u>	
BOARD MEETING DATE	10/14/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Delegate Authority to the Departments of Mental Health and Justice Care and Opportunities to Accept Behavioral Health Continuum Infrastructure Program Grant Funding and to Execute Related Grant and Service Contracts	
PROGRAM	NA	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	10/14/2025	
COST & FUNDING	Total cost: \$382,000,000	Behavioral Health Continuum Infrastructure (BHCIP) Grant Funds
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	This Board Letter will allow DMH and Justice Care and Opportunities to accept California Department of Healthcare Services Proposition 1: Behavioral Health Continuum Infrastructure Program Round 2 grant funding for the following three projects: Los Angeles County Care Community at Metropolitan (Metro) State Hospital project, The Harbor-UCLA Restorative Care Village (RCV) project, and the Warm Landing Place (WLP) Permanent Site project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Passed in March 2024, Proposition 1 is a two-bill package including the Behavioral Health Services Act (BHSA) (Senate Bill 326) and the Behavioral Health Infrastructure Bond Act of 2024 (BHIBA) (Assembly Bill 531). The BHIBA portion is a statewide \$6.38 billion general obligation bond to develop an array of behavioral health treatment options, residential care settings, and supportive housing to help provide appropriate care facilities for individuals experiencing mental health and substance use disorders. The Bond BHCIP Round 2: Unmet Needs Request for Applications (RFA) was released in May 2025 and is the last and final DHCS BHCIP round dedicated to constructing, acquiring, and rehabilitating real estate assets to expand the continuum of behavioral health treatment and service resources for Californians. Round 2 aims to address the remaining gaps in the statewide behavioral health continuum and prioritize mental health community residential beds and crisis settings	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Supporting the CSP Racial Equity Principles this project advances the following Principles: <ul style="list-style-type: none"> - Working collaboratively and intentionally across departments as well as across leadership levels and decision-makers. In 2022, the County initiated a cross departmental BHCIP Steering Committee that developed a BHCIP strategy to pursue the multi-round BHCIP state funding from both a regional, mental health and substance use disorder, and County and provider network perspective. - Developing and implementing strategies that identify, prioritize, and effectively support the most disadvantaged geographies and populations. The BHCIP Strategy allowed the County to effectively support and balance this unprecedented state infrastructure investment. In addition, DMH and DPH-SAPC utilized forecasting tools and department data to establish level of care bed targets to guide the County and CBO BHCIP applications to address LA County residents and communities (when appropriate) with the highest needs.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This project addresses the following Board-directed priorities: <ul style="list-style-type: none"> - Care first, jails last - Homeless initiative The expansion of treatment beds in the County bed network through BHCIP funding specifically supports the County's commitment to finding mental health treatment alternatives to incarceration and to expanding and enhancing access for people experiencing homelessness or at risk of losing their homes.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: William Birnie, Senior Deputy County Counsel, (213) 787-2439, wbirnie@counsel.lacounty.gov Jaclyn Baucum, Senior Deputy Director, 213.943.838, Jbaucum@dmh.lacounty.gov



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Rimmi Hundal, M.A.
Chief Deputy Director

October 14, 2025

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

Dear Supervisors:

**DELEGATE AUTHORITY TO THE DEPARTMENTS OF
MENTAL HEALTH AND JUSTICE CARE AND OPPORTUNITIES
TO ACCEPT BEHAVIORAL HEALTH CONTINUUM
INFRASTRUCTURE PROGRAM GRANT FUNDING AND TO
EXECUTE RELATED GRANT AND SERVICE CONTRACTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Los Angeles County Departments of Mental Health and Justice Care and Opportunities are seeking authority to accept California Department of Healthcare Services Proposition 1: Behavioral Health Infrastructure Bond of 2024: Behavioral Health Continuum Infrastructure Program Round 2: Unmet Needs grant funding from the California Department of Health Care Services, the delegated authority to execute agreements with the State or the State's third-party administrator, and to execute new or amend existing contracts in order to effectively utilize the funding.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that delegation of authority to accept Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2 grant funding, allocation of funding and related recommended actions, for the previously approved Los Angeles County Care Community at Metropolitan (Metro) State Hospital project is within the scope of the Board's previous finding of exemption for that project and that approval of grant funding for the previously approved Harbor UCLA Medical Center -

Restorative Care Village Mental Health Campus Continuum Project is within the scope of the County's previously certified Environmental Impact Report and Addendum Number 3 for the reasons stated in this Board letter and in the record of the approved projects.

2. Find that delegation of authority to accept BHCIP Round 2 grant funding, allocation of funding and related recommended actions for the Warm Landing Place Permanent Site project are exempt from California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
3. Delegate authority to the Director of Mental Health (Director), Chief Deputy Director of Mental Health (Chief Deputy), or either of their designees, to accept BHCIP grant funds up to an estimated aggregate not to exceed \$370 million for the following two projects: Metro: Phase 2, estimated amount \$120 million, and Harbor UCLA, estimated amount \$250 million, awarded to the County by Department of Health Care Services (DHCS), or their third-party administrator, for BHCIP Round 2 funding.
4. Delegate authority to the Director of Justice, Care and Opportunities Department (JCOD), or designee, to accept BHCIP Round 2 grant funds up to an estimated amount not to exceed \$12 million for the following project: Warm Landing Place Permanent Site project, awarded to the County by DHCS, or their third-party administrator, for BHCIP Round 2 funding.
5. Delegate authority to the Directors of Department of Mental Health (DMH) and JCOD, Chief Deputy, or any of their designees, to negotiate and execute a Contract with DHCS, or their third-party administrator, for Round 2 of BHCIP funding. The contract may include terms that deviate from the County's standard contractual terms (including, but not limited to, terms involving indemnification) in order to comply with the State's required terms and conditions; subject to review and approval by County Counsel, and Chief Executive Office (CEO) Risk Management, as needed, and notification to your Board and the CEO.
6. Delegate authority to the Directors of DMH and JCOD, Chief Deputy, or any of their designees, to negotiate and execute new, and/or amend existing contracts, as necessary, to construct, acquire, and rehabilitate real estate assets or to invest in needed infrastructure to expand the continuum of behavioral health treatment resources to build new capacity or expand existing capacity. The contracts may include terms that deviate from the County's standard contractual terms (including, but not limited to, terms involving indemnification) in order to comply with the State's required terms and conditions; subject to review and approval by County

Counsel, and CEO Risk Management, as needed, and notification to your Board and the CEO.

7. Delegate authority to the Directors of DMH and JCOD, Chief Deputy, or any of their designees to amend the contracts described in Recommendations 5 and 6. Such amendments may include, but are not limited to, extending the term; adding, deleting, modifying, or replacing the Statement of Work; modifying the amount of funding dedicated to specific projects or the total grant amount, rolling over unspent funds, and any modifications required by DHCS or their third-party administrator. This authority includes the ability to terminate the Contract or funded programs within existing contracts in compliance with the contract termination provisions. Any amendments or terminations are subject to prior review and approval by County Counsel with notification to the Board and CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommendations included in this Board letter will find that the acceptance of grant funds for the previously approved Los Angeles County Care Community at Metro State Hospital project and the Harbor UCLA Medical Center -Restorative Care Village Mental Health Campus Continuum, proposed to be funded by the BHCIP Round 2 funding are within the scope of the Board's previous finding of exemption and adopted Environmental Impact Report (EIR) and Addendum Number 3, respectively, allow the DMH to accept BHCIP awarded grant funds, find that delegation of authority to accept BHCIP Round 2 grant funding, allocation of funding and related recommended actions for the Warm Landing Place Permanent Site project is exempt from CEQA, allow the Director of JCOD to accept BHCIP funds, execute authority to negotiate and execute Contracts with the State or the state's third-party administrator; amend these contracts; negotiate and execute new, and/or amend existing contracts, and to terminate the Contracts or funded program in existing Contracts.

The Phase 2 Los Angeles County Care Community on the Metropolitan State Hospital Campus is optimizing and redesigning a historical community resource to serve as a critical behavioral health hub. This Care Community campus at Metro State Hospital completes a true continuum of care campus model that facilitates client flow and improves client outcomes and access across multiple levels of care for some of the most complex and/or highest acuity DMH clients.

The Harbor-UCLA Restorative Care Village (RCV) project supports the build out of Harbor UCLA as a mental health campus continuum that aligns with the RCV master plan. As

one of the largest medical campuses in the County, it is primed to incorporate multiple mental health levels of care.

The Warm Landing Place (WLP) Permanent Site project will establish a three-story, peer respite, community-based center located near Men's Central Jail and Union Station to serve individuals released from jail, justice-involved individuals, and other vulnerable populations (e.g., walk-ins, homeless, etc.). Developed by Los Angeles County's JCOD in partnership with multiple County agencies, WLP provides immediate, voluntary, and least-restrictive support in a safe, trauma-informed environment. By meeting basic needs and offering behavioral health and supportive services at the point of transition, the project helps stabilize individuals and lower the likelihood of re-incarceration or homelessness. WLP advances equity by prioritizing historically underserved populations and offers a replicable model for integrated behavioral health and supportive services within the county's continuum of care. The Board approved the 955 N. Vignes Warm Landing Place Acquisition project on May 21, 2024.

Implementation of Strategic Plan Goals

NORTH STAR 1: Make investments that transform lives; Goal A; Strategy iii - Behavioral, Mental Health and Substance Use Disorder.

NORTH STAR 2: Foster vibrant and resilient communities; Goal B; Strategy iii; a. Build Capacity

NORTH STAR 3: Realize tomorrow's government today;

Goal F; Strategy ii - Modernize Infrastructure

Goal G; Strategy ii - Manage and Maximize County Assets

FISCAL IMPACT/FINANCING

DMH and JCOD anticipate no increase in net County cost because of the recommended actions. Grants awarded to each Department may fully or partially contribute to the cost of various projects and programs and will be included in each Department's Operating Budget or Capital Project Budget through the annual budget process or budget adjustment, as appropriate.

Operational funding for future fiscal years will be included in the Departments' annual budget request process and funded with existing resources from the impacted Departments for a zero net County cost impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Passed in March 2024, Proposition 1 is a two-bill package including the Behavioral Health Services Act (Senate Bill 326) and the Behavioral Health Infrastructure Bond Act of 2024 (BHIBA) (Assembly Bill 531). The BHIBA portion is a statewide \$6.38 billion general obligation bond to develop an array of behavioral health treatment options, residential care settings, and supportive housing to help provide appropriate care facilities for individuals experiencing mental health and substance use disorders.

In July 2024, DHCS announced the next BHCIP round would be: Behavioral Health Infrastructure Bond Act of 2024: BHCIP.

The Bond BHCIP Round 2: Unmet Needs Request for Applications was released in May 2025 and is the last and final DHCS BHCIP round dedicated to constructing, acquiring, and rehabilitating real estate assets to expand the continuum of behavioral health treatment and service resources for Californians. Round 2 aims to address the remaining gaps in the statewide behavioral health continuum and prioritize mental health community residential beds and crisis settings as well as prioritizing regional and campus continuum models aimed at constructing, renovating, and/or expanding community-based services. BHCIP represents the largest such provision of resources for infrastructure in the State's history, and provides an unprecedented opportunity to effect meaningful, sustainable change in the behavioral health and long-term care continuums in California and the County.

DMH is focused on adding treatment bed capacity across all acute, subacute, and residential levels of care with the highest priorities in our subacute and residential networks of care. DMH continues to see an increasing number of complex/higher acuity clients, younger clients, medically fragile older adult clients and forensically involved individuals. The LA County Care Community at Metro State Hospital: Phase 2 project, if awarded, will add 32 new acute psychiatric health facility (PHF) beds and 16 subacute mental health rehabilitation center (MHRC) beds in two of the LA County Care Community campus buildings. It will complement the 32 MHRC beds for Transition-Aged Youth already funded by Bond BHCIP Round 1: Launch Ready, ~~and~~ 70 interim ~~and permanent supportive~~ housing beds funded by Behavioral Health Bridge Housing, and 50 permanent supportive housing beds funded by No Place Like Home for that site.

The Harbor UCLA RCV Mental Health Campus Continuum project, if awarded, will include 16 PHF beds and 16 subacute MHRC beds alongside a Mental Health Urgent Care Center ~~and outpatient services~~. These acute and subacute levels of care address a documented regional need serving complex, high-acuity clients.

~~This project also completes the development of RCV on LA County campuses. The proposed LA County Bond BHCIP Round 2 projects will complement the other RCV~~ mental health continuum projects funded by BHCIP including LA County Olive View, LA General Medical Center, as well as the LA County Care Community at Metro State Hospital ~~all of~~ which supports the equitable ~~geographic distribution~~ access of high acuity mental health levels of care across the county.

The WLP project aims to address the needs of those that are released with no connection to housing or treatment due to unplanned releases or other factors. Los Angeles County strives to ensure that adequate services are available for justice-involved individuals reentering the community, many of whom struggle with behavioral health challenges, substance use disorders, and housing instability. Each day, hundreds of people exit the jail system and rely on the County to provide stable housing and/or access to coordinated care. WLP aims to help address this need by developing a Peer Respite model of care that includes 14 short-term emergency and transitional housing beds, and an additional two floors for behavioral health and supportive services, including mental health and substance use assessments, case management, peer-led support, and linkages to housing, employment, and Medi-Cal resources. WLP leverages significant co-investments, including opioid settlement funds and Care First Community Investment dollars, ensuring long-term sustainability. The facility's design reflects extensive community and stakeholder engagement, particularly from justice-involved individuals, making it a model that is both responsive and scalable. WLP will fill a vital service gap and demonstrate how to create welcoming, trauma-informed, and equity-focused centers that meet urgent behavioral health priorities while strengthening community stability.

ENVIRONMENTAL DOCUMENTATION

On October 22, 2024 and July 29, 2025, the Board approved the Los Angeles County Care Community at Metro State Hospital project and determined that it was exempt from the California Environmental Quality Act (CEQA). The project, and recommended actions, are within the scope of the Board's previous finding of exemption for the project. There have been no changes that require further findings under CEQA.

On February 8, 2022, the Board approved the Harbor UCLA Medical Center-Restorative Care Village Mental Health Campus Continuum project and found that it was within the scope of the County's EIR which was certified by the Board on December 20, 2016, and Addendum Number 3, certified by the Board on February 8, 2022, which was prepared for the RCCV. The proposed acceptance of funding with BHCIP Round 2 funding is within the scope of the project impacts included in the previously certified EIR and Addendum

Number 3. There are no changes to the project or to the circumstances under which the project is undertaken that require further review under CEQA pursuant to Sections 15162-15164 of the State CEQA Guidelines. Previous findings and mitigation related to the EIR continue to be applicable.

The previously certified EIR, Addendum Number 3 as well as related findings and mitigation monitoring and Reporting Program, are available and can be viewed at: <https://pw.lacounty.gov/projects/harbor-ucla-medical-center-replacement-program/>. The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is 900 S. Fremont Avenue, 5th Floor, Alhambra, CA 91803. The custodian of such documents and materials is the Project Management Division at the Los Angeles County Department of Public Works.

On May 21, 2024, the Board approved the 955 N. Vignes Warm Landing Place Acquisition project, which included the purchase of property and operation of the site as Warm Landing Place interim housing facility with 10 – 15 interim beds as well as 3-4 staff members. The proposed project will include removal of the existing structure and construction of a new three-story facility in its place that will serve as the permanent site for the Warm Landing Place program. The Board found the acquisition project to be statutorily exempt as an emergency project pursuant to PRC Section 21080 (b)(4) and State CEQA Guidelines Section 15269(c), since the action is needed to prevent or mitigate an emergency. Approval of the acceptance of BHCIP funding as described for implementation of the Warm Landing Place Permanent Site project is also statutorily exempt from CEQA project pursuant to PRC Section 21080 (b)(4) and State CEQA Guidelines Section 15269(c), since the action is needed to prevent or mitigate an emergency.

Upon the Board's approval of the recommended actions, DMH will file a Notice of Determination with the County Clerk and with the State Office of Land Use and Climate Innovation for the Harbor UCLA Medical Center-Restorative Care Village Mental Health Campus Continuum project pursuant to PRC Section 21152 and will post the Notice to the County's website in accordance with Section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Securing these funding investments allows the County to address remaining gaps in the statewide behavioral health continuum and prioritize mental health community residential

The Honorable Board of Supervisors
October 14, 2025
Page 8

beds and crisis settings as well as prioritizing regional models aimed at constructing, renovating, and/or expanding community-based services.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

| LHW:RH:KN:JB
SK:RLR:atm

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

DRAFT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/1/2025							
BOARD MEETING DATE	10/21/2025							
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Mental Health							
SUBJECT	Approval to execute a new Contract with InterContinental Hotel Groups dba InterContinental Los Angeles Downtown to deliver a large-scale multicultural mental health conference for two days in March of 2026 with a focus on integrated models of care addressing mental health and substance abuse disorders.							
PROGRAM	NA							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.							
DEADLINES/ TIME CONSTRAINTS	10/21/2025							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$490,670</td><td>Funding source: Mental Health Services Act Prevention and Early Intervention</td></tr> <tr> <td colspan="2">TERMS (if applicable): March 18-19, 2026</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$490,670	Funding source: Mental Health Services Act Prevention and Early Intervention	TERMS (if applicable): March 18-19, 2026		Explanation:	
Total cost: \$490,670	Funding source: Mental Health Services Act Prevention and Early Intervention							
TERMS (if applicable): March 18-19, 2026								
Explanation:								
PURPOSE OF REQUEST	This Board Letter will allow DMH to execute a new contract with InterContinental Hotels Group dba InterContinental Los Angeles Downtown (InterContinental) to host a conference focusing on integrated models of care addressing mental health and substance abuse disorders.							
BACKGROUND (include internal/external issues that may exist including any related motions)	DMH solicited quotes from venues that met the conference selection requirements. The sites were evaluated for location spaciousness, accessibility via public transportation, and parking accommodations. InterContinental met the selection committee's requirements and was found to be the only location that had accommodations for individuals who were wheelchair bound. The Conference is expected to bring together around 800 participants for an in-depth exploration of integrated care models that address both mental health and substance use disorders. The event is designed to foster collaboration and innovation, by bringing together providers, stakeholders, and community members who are dedicated to supporting underrepresented and underserved cultural populations.							
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Yes, this conference will serve to reduce racial disparities in mental health and engage underserved diverse communities. It will also serve as a platform to provide training and skill enhancement for our workforce to better serve marginalized communities. In the 2024 Cultural Competence Plan disparities were found in mental health treatment based on race/ethnicity, indicating that Latino and the Asian Pacific Islander communities have the highest disparities in mental health treatment.							

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Yes, this conference will serve to reduce racial disparities in mental health and engage underserved diverse communities. This aligns with Board Priorities 6 and 8. During this conference there will be workshops specifically on how to effectively engaged and provide services to immigrant communities that are currently impacted by ICE raids. It will also provide a platform to decrease and fight racism and how it impacts the utilization of mental health services. Overall, we want to train our workforce to provide mental health services from a lens of equity and inclusion.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Rachel Kleinberg, Senior Deputy County Counsel, 213.974.7735, rkleinberg@counsel.lacounty.gov Jaclyn Baucum, Senior Deputy Director, 213.943.838, Jbaucum@dmh.lacounty.gov

DRAFT



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Rimmi Hundal, M.A.
Chief Deputy Director

October 21, 2025

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

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW CONTRACT
WITH INTERCONTINENTAL HOTELS GROUP DBA INTECONTINENTAL LOS
ANGELES DOWNTOWN TO DELIVER A LARGE-SCALE MULTICULTURAL
MENTAL HEALTH CONFERENCE
(All Supervisor Districts)
(3 Votes)**

SUBJECT

Approval to execute a new Contract with InterContinental Hotel Groups dba InterContinental Los Angeles Downtown to deliver a large-scale multicultural mental health conference for two days in March of 2026 with a focus on integrated models of care addressing mental health and substance abuse disorders.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to negotiate, sign, and execute a Contract, substantially similar to Attachment I, with InterContinental Hotels Group dba InterContinental Los Angeles Downtown (InterContinental) at a cost not to exceed \$490,670 to host a conference on March 18-19, 2026 for the following: site rental fees, food and beverage fees, audio, video, lighting and scenic equipment rental and labor fees. The conference will be fully funded by Mental Health Services Act Prevention Early Intervention (PEI) revenue.
2. Delegate authority to the Director, or designee, to sign, and execute future amendments to the Contract in Recommendation 1, if necessary to revise the TCA provided that: (1) it will not exceed an increase of 10 percent from the Board-approved TCA in Recommendation 1; and (2) sufficient funds are available. These

amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Office (CEO).

3. Delegate authority to the Director, or designee, to terminate the Contract described in Recommendation 1 in accordance with the cancellation policy. The Director, or her designee, will provide written notification to your Board and CEO of such termination action.
4. Exempt the Contract with InterContinental in recommendation 1 from Board Policy 4.095 (Incidental Expense), specifically from the annual incidental expense limit.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

This conference will offer an in-depth exploration of integrated care models that address both mental health and substance use disorders. The event is designed to foster collaboration and innovation, by bringing together providers, stakeholders, and community members who are dedicated to supporting underrepresented and underserved cultural populations. Together with the attendees, they will engage in meaningful discussions and share strategies aimed at creating a more equitable and effective systems of care.

Board approval of Recommendation 1 will allow DMH to execute a new Contract with InterContinental to host a Multicultural Mental Health Conference to be held on March 18-19, 2026.

Board approval of Recommendation 2 will allow DMH to amend the Contract if necessary in a timely manner.

Board approval of Recommendation 3 will allow DMH to terminate the Contract in accordance with the cancellation policy, as necessary.

Board approval of Recommendation 4 will allow DMH to request an exception to Board Policy 4.095 – Incidental Expense, for this conference as it applies to meals, food, and non-alcoholic beverage items provided to County employees for conferences and events (e.g., training) to allow for higher per incident expenditure amount for this event.

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan North Star 1, Make Investments that Transform Lives, specifically Focus Area Goal A – Healthy Individuals

and Families and North Star 2, Foster Vibrant and Resilient Communities, specifically Focus Area Goal A – Public Health.

FISCAL IMPACT/FINANCING

The conference cost, not to exceed \$490,670 is fully funded by MHSA PEI revenue and is included in DMH's FY2025-26 annual budget.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conference will be held on March 18-19, 2026, with an estimated 800 participants attending.

In alignment with the DMH's mission, DMH is requesting an exception from Board Policy 4.095 – Incidental Expense, as it relates to the provision of meals, food, and non-alcoholic beverages provided to County employees attending conferences and departmental events, including trainings. The exception will allow for a higher per incident expenditure amount for this event as the estimated allotment for food and non-alcoholic beverages is expected to be higher than the current allowable under the policy.

The Contract (Attachment I) has been reviewed and approved as to form by County Counsel.

Mutual indemnification language has been added to the contract. As such the contractor would be responsible for any loss arising from this contract, unless the loss or damage is caused by the County. The proposed indemnification provision is within reason and does not significantly impact the County.

CONTRACTING PROCESS

DMH solicited quotes from venues that met the conference selection requirements, including the InterContinental, Universal Hilton Hotel, and the Westin Los Angeles Airport Hotel. Each of these sites were evaluated for location spaciousness, accessibility via public transportation, and parking accommodations. Findings were shared and reviewed by the conference planning committee. Only InterContinental met all requirements, including convenient access to public transportation, having the required amount of conference space for the number of expected attendees and providing Americans with Disabilities Act accommodations for individuals who were wheelchair bound. As such, the committee voted in favor of the InterContinental Hotel as the conference venue.

The Honorable Board of Supervisors
October 21, 2025
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

This conference will advance equitable, integrated care by fostering collaboration and culturally responsive solutions for underserved communities.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

LHW:RH:KN:
SK:HB:atm

Attachment

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

DATE: Wednesday, September 17, 2025
 ACCOUNT/GROUP: Los Angeles County Department of Mental Health
 POST AS: 2026 Multicultural Conference

CONTACT: Alan Chung Chiu Wu
 ADDRESS: 510 S. Vermont Avenue, 17th Floor
 Los Angeles, CA 90020
 E-MAIL: awu@dmh.lacounty.gov
 PHONE: (213) 943-8243

CATERING CONTACT Richard Hoyt, Director of Catering & Convention Services
 E-MAIL: richard.hoyt@ihg.com
 PHONE: 213-274-0035

CATERING CONTRACT

Pursuant to this contract, once accepted, Los Angeles County Department of Mental Health will hold the following events at InterContinental Los Angeles Downtown ("Hotel").

Date	Start Time	End Time	Function	Room	Setup	Agr
Tue, 3-17-26			Continental Breakfast	Wilshire Grand Ballroom I, II, III	Rounds	800
Tue, 3-17-26			Boxed Lunch	Wilshire Grand Ballroom I, II, III	Rounds	800
Tue, 3-17-26	7:00 AM	11:00 PM	Exhibits	Wilshire Grand Ballroom Foyer	Table-Top	35
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Roosevelt	Theatre Style	104
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Westwood	Theatre Style	50
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Wilshire Grand Ballroom I, II, III	Rounds	850
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Hollywood Ballroom I	Theatre Style	252
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Ladera Heights	Theatre Style	55
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Hancock Park	Theatre Style	104
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Silver Lake	Theatre Style	104
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Hollywood Ballroom II	Theatre Style	112
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Boyle Heights	Theatre Style	52
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	K-Town	Theatre Style	50
Tue, 3-17-26	7:00 AM	11:00 PM	Meeting	Echo Park	Theatre Style	52
Tue, 3-17-26	7:00 AM	11:00 PM	Office	Los Feliz	Office	
Tue, 3-17-26	7:00 AM	11:00 PM	Office	Glassell Park	Office	
Wed, 3-18-26			Continental Breakfast	Wilshire Grand Ballroom I, II, III	Rounds	800
Wed, 3-18-26			Boxed Lunch	Wilshire Grand Ballroom I, II, III	Rounds	800

900 WILSHIRE BOULEVARD ☎ LOS ANGELES, CA 90017 ☎ PHONE: 213 688-7777 ☎ FAX: 213 260-6046
 WEBSITE: WWW.INTERCONTINENTAL.COM/LOSANGELESDTWN ☎ RESERVATIONS: 888 773-2888

CLIENT INITIALS: _____

Wed, 3-18-26	7:00 AM	11:00 PM	Exhibits	Wilshire Grand Ballroom Foyer	Table-Top	35
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Westwood	Theatre Style	50
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Ladera Heights	Theatre Style	55
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Boyle Heights	Theatre Style	52
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Hollywood Ballroom I	Theatre Style	252
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Roosevelt	Theatre Style	104
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	K-Town	Theatre Style	50
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Hollywood Ballroom II	Theatre Style	112
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Wilshire Grand Ballroom I, II, III	Rounds	850
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Echo Park	Theatre Style	52
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Hancock Park	Theatre Style	104
Wed, 3-18-26	7:00 AM	9:00 PM	Meeting	Silver Lake	Theatre Style	104
Wed, 3-18-26	7:00 AM	9:00 PM	Office	Los Feliz	Office	
Wed, 3-18-26	7:00 AM	9:00 PM	Office	Glassell Park	Office	

Meeting Room Rental of **\$25,000.00**, plus 9.75% tax

InterContinental Los Angeles Downtown offers parking for your event at \$28.00 + Tax/car.

Would you like to host parking: Yes ☐ No ☐

Note: On-Site parking is limited to approximately (600) vehicles

All reservations and this agreement are subject to the rules and regulations of the Hotel and the following conditions:

FOOD AND BEVERAGE MINIMUM

Based on the function space and event(s) set forth above, a minimum of **\$195,200.00** in catered food and beverage revenues is required by the Hotel in connection with these event(s). This minimum does not include room service, hotel restaurants and bars not sponsored as part of the events. It also does not include taxes or service charge, room rental, audio/visual equipment or labor fees, parking, or any other miscellaneous charges incurred during the course of the event(s). The Service Charge is not a tip. A portion of the Service Charge may be retained by the Hotel to cover expenses associated with your event. If you fail to meet the minimum revenue commitment, the difference will be charged to you as function space rental, or your Catering Manager may suggest additional food and beverage items that could be added to satisfy this requirement.

Because of the Hotel's large capacity to prepare and serve food, the parties recognize that it is exceptionally unlikely that the Hotel would be able to mitigate any losses caused by underutilization (attrition) or cancellation of the program. The parties agree that prospectively calculating the damages Hotel would suffer as the result of cancellation or attrition would be exceptionally difficult. Therefore, the amounts due for underutilization or cancellation set forth herein are intended as liquidated damages.

MENU SELECTIONS AND PRICING

To ensure every detail is handled in a professional manner, the Hotel requires that all menu selections be finalized three (3) weeks prior to the event(s). Because food and beverage prices fluctuate based on market conditions, menu prices are subject to change and will not be confirmed more than three (3) months prior to the event.

Continental Breakfast Day 1):	from \$49.00
Continental Breakfast (Day 2):	from \$49.00
Box Lunch (Day 1):	from \$68.00
Lunch Buffet (Day 2)	from \$78.00

900 WILSHIRE BOULEVARD ☎ LOS ANGELES, CA 90017 ☎ PHONE: 213 688-7777 ☎ FAX: 213 260-6046
WEBSITE: WWW.INTERCONTINENTAL.COM/LOSANGELESDTWN ☎ RESERVATIONS: 888 773-2888

CLIENT INITIALS: _____

Sample Menus provided as per the attached document. The above ranges do not include sales tax and service charge, which are currently 9.75% tax and 25.50% (subject to change) service charge. Service charges are taxable.

Until specific menus and prices are established, the hotel will compute any performance or cancellation damages due using the minimum menu prices above and number of attendees listed in the program schedule.

GUARANTEED ATTENDANCE

Though this number will not affect the minimum food and beverage requirement, a guaranteed number of attendees for all event(s) must be received NO LATER THAN 12:00PM, three (3) business days before the date of the function. For events occurring on a Sunday, Monday or Tuesday, a guarantee must be provided the prior Friday. A guaranteed attendance figure must also be provided for each entrée being served including vegetarian, vegan, gluten-free or other specialty meals. This will be the number for whom the Hotel shall prepare food and staff accordingly. The group will be charged accordingly for the guaranteed attendance or number of persons actually served, whichever is greater. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance will be considered the final guarantee. The Hotel will not guarantee service, accommodations or menu items for more than three percent (3%) over the guaranteed attendance and will over set by five percent (5%) of the guaranteed guest count.

SERVICE CHARGES, ADMINISTRATIVE FEES and TAX

All food and beverages are subject to a current 17% taxable banquet service charge and a current 8.5% taxable banquet administrative fee. The administrative fee is for administration of the banquet and catering events. The service charge will be distributed for those who provide service to the guest. The administrative fee will not be distributed to the employees who provide services to the guest.

All Meeting Room Rentals are subject to a 25.50% Administrative fee. **Administrative fee is waived.**

The Hotel is pleased to provide In-House Event Technology services through Encore. No other production/audio visual company is allowed to provide audio visual equipment unless authorized by the hotel. Certain restrictions, guidelines, access fees and proof of insurance may be required if Encore is not used. Any discounted AV pricing provided as a concession only applies if Encore is the sole provider of equipment. Audiovisual fees are subject to a 25% taxable event technology administrative fee.

All food, beverage, audio visuals and certain room rentals are subject to applicable sales tax (9.75%). Banquet service charges, administrative fees and taxes are subject to change without notice.

DEPOSIT AND PAYMENT REQUIREMENTS

A Non-Refundable Deposit of **25%** of the estimated total Food & Beverage charges is due when the Group/Event signs the contract. Unless credit has been established in advance by the Group/Event with the Hotel, an additional payment equivalent to **50%** of the estimated total charges is due ninety (90) Days prior to the Event. Any remaining balance is to be paid in the form of EFT, cashier's check, credit card or certified bank check and is due no less than ten (10) days prior to the event day. The hotel requires all Catering Events are paid in full a minimum of ten (10) days prior to event day. Any overage charges such as increased guest count, food and/or beverage consumption charges, hosted valet parking rates, etc. will require final estimated charges be calculated and paid for prior to event day. If a valid credit card is not on file to collect these overage charges, the hotel will require that the final charges be collected by check and account for an additional 20% of additional estimated charges.

If Los Angeles County Department of Mental Health deem the Event to be canceled, in which case cancellation charges will apply and the Hotel will retain any deposits on hand and apply them towards the total cancellation fee due. For your convenience, we will send a credit authorization form per your request if you wish to pay by credit card. Please complete the form and return it to us through SERTIFI.

The deposit schedule is as follows:

\$195,200.00	Food & Beverage Minimum
\$ 25,000.00	Meeting Room Rental
\$ 49,776.00	25.5% Service Charge on Food & Beverage Minimum
\$ 26,322.66	9.75% Sales Tax on Food & Beverage Minimum, Service Charge and Meeting Room Rental
\$296,298.66	Total

Transaction Type	Charge Type	Date	Amount
Initial Deposit	Credit Card, Check or Wire Transfer	October 31, 2025	\$74,074.66
Second Deposit	Credit Card, Check or Wire Transfer	November 28, 2025	\$148,149.33
Final Deposit	Credit Card, Check or Wire Transfer	March 3, 2026	\$74,074.67
Balance Due Three Days Prior based upon Final Guarantee (if higher than 800 people)			

AUDIO-VISUAL REQUIREMENTS

The Hotel is pleased to provide In-House Event Technology services through Encore. No other production/audio visual company is allowed to provide audio visual equipment unless authorized by the hotel. Certain restrictions, guidelines, access fees and proof of insurance may be required if Encore is not used. Any discounted AV pricing provided as a concession only applies if Encore is the sole provider of equipment. Audiovisual fees are subject to a 25% taxable event technology administrative fee.

The Hotel works exclusively with **Encore** as our audio-visual supplier. Should the Group choose to utilize an outside vendor or its own equipment, the outside vendor must comply with the requirements herein regarding outside contractors, the Hotel's standards must be adhered to as outlined by the Catering Manager, and additional labor and/or equipment fees may apply. If the Group chooses to utilize an outside audio visual company, a liaison of **Encore** will be required to oversee the Group's load-in and load-out. The role of the liaison is purely supervisory, and he or she is not permitted to assist or operate any equipment. A minimum of 5 hours at prevailing published labor rates will be charged for the services of the liaison. All local Catering accounts will be extended a 15% off discount of Encore (Power and Equipment) current published prices.

Existing in-house sound systems and equipment, power, rigging, and Internet are exclusive for operation by the Hotel and **Encore**. No outside vendor may patch into these systems without prior approval and charges will be incurred.

Anticipated Audio-Visual revenue is **\$130,000** as per Encore Technology proposal. Based on the function space and event(s) set forth above, a revenue minimum of **\$100,000.00** in Encore audio-visual revenues is required by the Hotel in connection with these event(s).

OUTSIDE CONTRACTORS – VENDOR INSURANCE MUST BE ON FILE WITH THE HOTEL PRIOR TO YOUR EVENT.

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior written approval of the Hotel, and Hotel may have a list of approved contractors. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the

extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the Group will indemnify and hold Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. **Any contracted company working at Hotel is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars per person per occurrence. Such insurance shall be primary and not contributory with Hotel.** Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized Group activities. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, form all outside contractors, and to charge a fee for outside services brought into the Hotel. Group bears all responsibility for the payment of any charges incurred at the Hotel by its contractors.

INSURANCE AND INDEMNIFICATION

Los Angeles County is self insured and will meet the required insurance obligations under this contract.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

HOTEL POLICIES

FOOD AND BEVERAGE

For licensing and quality control purposes, all food and beverages served on the Hotel's property must be supplied and prepared by the Hotel. No outside food and beverage is permitted for consumption in any banquet space without the express written permission of the Hotel in advance of the event, and in each case a corkage fee will be incurred. Corkage fees are based on the nature of the item(s). No food items supplied and prepared by the Hotel may be removed from the property.

SIGNAGE

Signs and banners are not permitted to be placed in the Hotel's public areas without prior approval. Within the Group's contracted meeting space and public areas, all signs must be professionally printed and their placement and posting be pre-approved by the Catering Manager. Nothing shall be posted, nailed, screwed, taped or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, the Catering Manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage to Hotel as a result of not having prior approval will be billed to Group.

PLACEMENT OF TABLES, DÉCOR, PROPS, AND STAGING

Tables must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles, fire exits and the use of candles. Group is responsible for ensuring that decorations, props, or staging brought into the Hotel comply with local fire department regulations. Group may not utilize pyrotechnics. Group may not use any items that create amplified noise, smell or visual effect (e.g. fog machines, dry ice, confetti) without prior written approval by Hotel. Group will be liable for any extraordinary cleaning costs.

AUXILLARY AIDS

Group agrees that no less than three (3) weeks prior to the event, it will furnish to Hotel a list of any auxiliary aids needed by your attendees in meeting or function space in connection with the event. Group agrees to pay all charges associated with the provision of such aids by Hotel.

SHIPPING & RECEIVING

Arrangements for delivery of packages should be made through the Hotel contact. You must prepay all packages sent to the Hotel. Due to limitations in secured storage space, the Hotel will accept packages no earlier than 48 hours prior to an event or group arrival.

- Boxes/packages must be marked with the responsible party's name, Group name, Function name, and Date
- A Tracking Number should be shared with your Catering and Conference Services Manager in advance
- A Handling Charge will be applied follows:

Boxes up to 3ft x 2ft x 2ft	\$10.00 each
Equipment & Display Cases	\$25.00 each
Crates & Pallets	\$250.00 each

Charges will be placed on Master Account unless otherwise directed. Additional labor charges may be incurred, at the discretion of the Hotel if special handling is required. Hotel will not be responsible for any damages or loss to any packages or boxes.

PROMOTIONAL MATERIALS

Hotel has the right to review and approve, in advance, any advertisements or promotional materials in connection with Group function which specifically refers to the Hotel or uses its name or logo.

FUNCTION SPACE ASSIGNMENTS

The Hotel reserves the right at any time to make reasonable substitutions in the contracted meeting and banquet rooms and/or menu selections as it deems necessary. The Hotel reserves the right to assign another room for your function in the event the room originally designated for your function shall be deemed unavailable or inappropriate, in the Hotel's sole opinion. In the event of increased costs or unavailability of commodities or menu items, the Hotel may, at its option, make reasonable substitutions in menu items.

MUSIC

Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. We reserve the right to control decibel levels in all areas of the Hotel. You represent and warrant that all copyright and publishing fees for all compositions, materials or arrangements performed or played at your event have been paid in full and you agree to indemnify, defend and hold

harmless Hotel and its management company for any and all claims and damages related to the performance of any copyrighted works.

GROUP MATERIALS BROUGHT INTO THE HOTEL

The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. All displays and/or decorations proposed by Group will be subject to the prior written approval of Hotel in each instance. Any personal property of Group or Group's guests or invitees brought onto Hotel premises and left thereon, either prior to or following the Event, will be at sole risk of the Group and Hotel will not be liable for any loss of or damage to this property for any reason. Group acknowledges that the Hotel does not maintain insurance covering Group's property and that it is the sole responsibility of Group to obtain business interruption, and property damage, and other potentially applicable, insurance covering such losses by Group.

COMPLIANCE WITH LAWS AND REGULATIONS

Group agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel rules. Should Hotel incur any fees or costs associated with Group's compliance with such laws, regulations and rules, Group will be responsible for those fees. Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of Hotel's premises during any time the premises are under control of Group.

SECURITY

If required, at the sole judgment of Hotel, in order to maintain adequate security measures in light of the size and nature of the Event, Group shall provide, at its expense, security personnel for the Event supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located, which agency shall be subject to the prior approval of Hotel. Security personnel provided by Group shall not carry weapons and are to coordinate with Hotel's regular security force and will concern themselves only with access to the space reserved hereunder (or substituted therefore), restricting their presence to those areas of the Hotel premises.

EVENT PARKING

Hotel Valet parking is \$65.00 + tax per car, per day, for overnight guests.

Hotel parking is available for event attendees at a rate of \$28.00 + tax per car.

FORCE MAJEURE

No damages shall be due for a failure of performance due to Acts of God, war, terrorist act, government regulation, riots, disaster or strikes, any one of which make performance impossible, or due to restrictions on commodities or supplies. If, for any reason, the space reserved hereunder is not available for the Event, Hotel may substitute other space, and Group agrees to accept such substitutions. In no event will Hotel be liable for consequential damages of any nature for any reason. Further, if in the event the Hotel shall have any liability to you (whether under this contract or otherwise), the amount of such liability shall not exceed the amount of your deposit, plus fifty percent (50%) of the Minimum Charge.

CANCELLATION POLICY

In the event of a cancellation of your events(s) occurring [0 to 30] days prior to the first event, liquidated damages equivalent to **100%** percent of the contracted food, beverage, and meeting room rentals will be due the Hotel, plus applicable taxes and service charges. The Service Charge is not a tip. A portion of the Service Charge may be retained by the Hotel to cover expenses associated with your event.

In the event of a cancellation of your event(s) occurring [31 to 90] days prior to the first event, liquidated damages

equivalent to **75%** percent of the contracted food, beverage, and meeting room rentals will be due the Hotel, plus applicable taxes and service charges. The Service Charge is not a tip. A portion of the Service Charge may be retained by the Hotel to cover expenses associated with your event.

In the event of a cancellation of your event(s) occurring [90] days or more prior to the first event, liquidated damages equivalent to **50%** percent of the contracted food, beverage, and meeting room rentals will be due the Hotel, plus applicable taxes and service charges. The Service Charge is not a tip. A portion of the Service Charge may be retained by the Hotel to cover expenses associated with your event.

The above stated percentages are based on the contracted food and beverage minimum established previously. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

IHG Business Rewards

IHG Business Rewards points will be credited to Meeting Planner's member account six to eight weeks after the qualifying meeting has been held and paid for in accordance with the Agreement. Meeting Planner does not need to attend the meeting or event to take advantage of the IHG Business Rewards Program.

The IHG Business Rewards program full terms and conditions apply and may be viewed at www.ihg.com.hotels.us.en.businessrewards/home

IHG Business Rewards Member Information:

Name:

Rewards Member Number:

Email Address:

A maximum of 60,000 points will be awarded with this group to the Meeting Planner.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Los Angeles, CA and shall be governed by and construed in accordance with California law. By executing this agreement, Group consents to the exercise of personal jurisdiction over it by the courts of the State of California and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of California. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and all litigation expenses, charges and costs incurred therein. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the Group and the Hotel. Group may not assign any benefits arising under or associated in any way with this contract without prior written consent of Hotel. No food and/or beverage of any kind will be permitted to be brought into the Hotel, or any suite used as a hospitality suite, by the Group or any of the Group's guests. Additionally, should the Hotel, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Group. This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

AUTHORIZED SIGNATURES

The persons signing the agreement on behalf of Hotel and the Group each warrant that they are authorized to make agreements and to bind their principals to this agreement.

900 WILSHIRE BOULEVARD ☎ LOS ANGELES, CA 90017 ☎ PHONE: 213 688-7777 ☎ FAX: 213 260-6046
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CLIENT INITIALS: _____

Please sign and return ALL pages of this contract along with security deposit on or before **Friday, October 31, 2025** to secure your event date or space can be released without notice.

The undersigned are authorized to sign and enter into this contract.

ACCEPTED AND AGREED TO:

Los Angeles County Department of Mental Health

By: _____

Name:

Title:

Date: _____

InterContinental Los Angeles Downtown

By: _____

Richard Hoyt

Director of Catering & Convention Services

Date: _____

DRAFT



BHSA Update

Adult Full-Service Partnership



LOS ANGELES COUNTY
**DEPARTMENT OF
MENTAL HEALTH**
hope. recovery. wellbeing.

▶▶ Adult Full-Service Partnership Today

What: The most intensive outpatient level of care. Team based services including clinical, peer, psychiatry, case management, and employment services are provided in the field to individuals who's daily functioning is severely impacted by a mental illness.

Who: Adult Full-Service Partnership prioritizes services for individuals who are experiencing homelessness, justice involvement, and/or institutionalization.

Referrals can come from anywhere in the community, and are often seen from hospitals, homeless outreach workers, jail linkage programs, the Office for Diversion and Re-entry, providers and family members

Where: Services are available countywide. Multiple providers, contracted and directly operated, operate services countywide. Services and outreach and engagement take place in the field to meet the client where they are at.

Currently:

Number of adults enrolled: 6,771

Of the 6,771 served upon enrollment:

- **53% identified experiencing homelessness**
- **24% reported recent justice involvement**
- **40% received recent psychiatric emergency services**

▶▶ Full Service Partnership Changes Under BHSA

Introduction of Evidence Based
Service Models

Develop a Step-Down Program

Services for Co-Occurring
Disorders

Services to Promote Jobs &
Recovery

Strengthening Outreach

Increased Available Funding

▶▶ FSP: ACT, FACT, and FSP-ICM



Assertive Community Treatment (ACT)

- Serves individuals with severe mental illness and severe functional impairment
- Multidisciplinary team including a clinician, peers, and substance use counselor
- Services are 75% in the field – meeting the client where they are at
- 1:10 staff to client ratio for the full team
- Requires training and certification to deliver the practice
- Requires assessment for and access to Co-occurring disorder services, including Medications for Addiction Treatment and Employment services



Forensic Assertive Community Treatment (FACT)

- Includes the same requirements as ACT and
- Serves individuals with severe mental illness and severe functional impairment and history of justice involvement
- Requires inclusion of a peer with justice involved lived experience or
- Requires inclusion of a staff member with specialized training in serving the justice involved population
- A FACT team can deliver both ACT and FACT services



FSP – Intensive Case Management

- Serves individuals with moderate to severe functional impairment and meets criteria for specialty mental health services
- Multidisciplinary team similar to ACT
- Services are 60% in the field
- 1:25 staff to client ratio
- Requires assessment for and access to Co-occurring disorder services, including Medications for Addiction Treatment and Employment services

▶▶ FSP Training, Support and Program Monitoring

1

Training for Service to the Unhoused Population

2

Updated Contract Language

3

New Performance Metrics

4

Annual Provider Reviews

5

Site Visits

6

ACT Fidelity Reviews

▶▶ BHSA Required Trainings

Certification for ACT and FACT will require all service providers to complete core training for the practice, role-specific training, and ongoing training.

Certification and ongoing review is conducted by an independent Center of Excellence

ACT

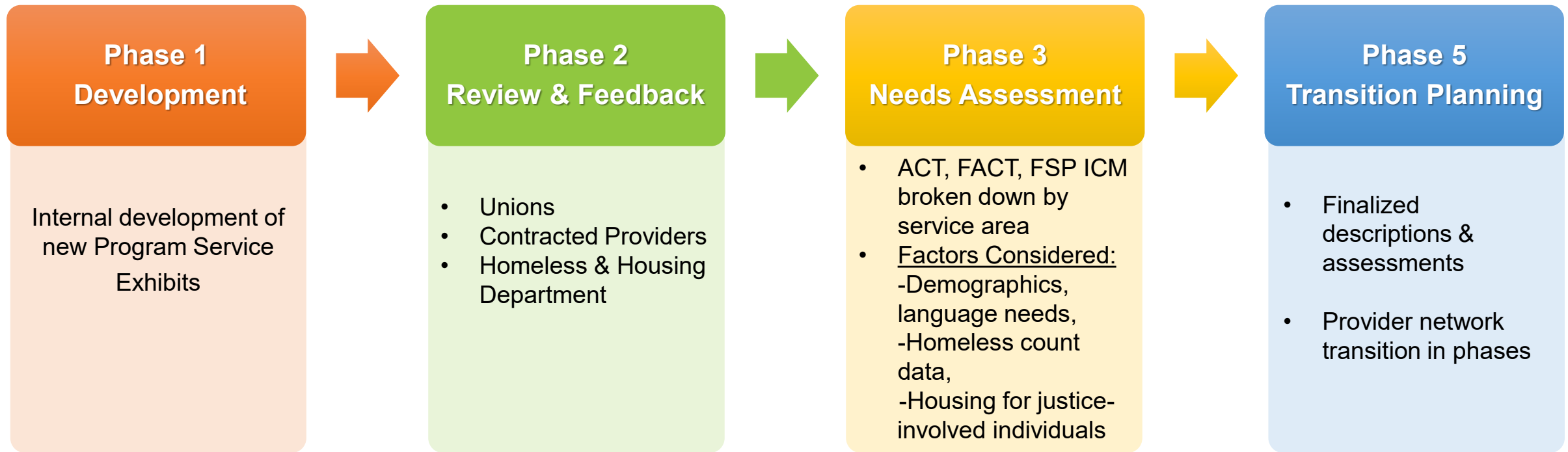
40 hours of core training on recovery, service delivery, trauma, and co-occurring disorders.

Providers are required to participate in 20 hours of ongoing training following their first year of core training

FACT

In addition to ACT training, FACT practitioners' trainings include but are not limited to reducing recidivism, justice system navigation, and cross systems collaboration

►► What's Happening Now, What's Next?



Questions?



LOS ANGELES COUNTY
**DEPARTMENT OF
MENTAL HEALTH**
hope. recovery. wellbeing.