

Contract No. PH-00XXXX



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**DRUG MEDICAL ORGANIZED DELIVERY SYSTEM
SUBSTANCE USE DISORDER TREATMENT SERVICES**

**DEPARTMENT OF PUBLIC HEALTH
DRUG MEDICAL ORGANIZED DELIVERY SYSTEM
SUBSTANCE USE DISORDER TREATMENT SERVICES CONTRACT**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work- Intentionally Omitted
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Safely Surrendered Baby Law

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Information Security and Privacy Requirements
- Exhibit J – COVID-19 Vaccination Certification of Compliance
- Exhibit K – (NAME TO BE DETERMINED BY SAPC)

**DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM
SUBSTANCE USE DISORDER TREATMENT SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on _____,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and **AGENCY NAME** (hereafter "Contractor").

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

WHEREAS, on **MONTH X, 2024**, the Board delegated authority for the County's Director of the Department of Public Health (Public Health), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for Drug Medi-Cal Organized Delivery System Substance Use Disorder Treatment Services to preserve and protect the public's health; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, the term "Code" as used herein refers to Title 9 of the California Code of Regulations ("CCR"); and

WHEREAS, this Contract is contemplated and authorized by Welfare and Institutions Code Section 14021.5; Health and Safety Code Section 11758.10 et seq. and 11758.20 et seq.; and Government Code Section 26227; and

WHEREAS, the Drug Medi-Cal Organized Delivery System is a program under California's Medi-Cal 2020 1115(a) Waiver Demonstration Project and part of the Social Security Act as described in Title 19 of the Code of Federal Regulations; and

WHEREAS, patients receiving treatment under the Drug Medi-Cal Organized Delivery System are entitled to treatment and cannot be denied services; and

WHEREAS, the term "SAPC," as used in this Contract, refers to County's Substance Abuse Prevention and Control and the term "DHCS" refers to the State of California Department of Health Care Services; and

WHEREAS, throughout this Contract, the term "participant" shall be used interchangeably with the terms "beneficiary," "client," "patient," and "resident" unless otherwise noted; and

WHEREAS, the term "fiscal year," as used in this Contract, refers to County's fiscal year which commences July 1 and ends the following June 30; and

WHEREAS, the term DMC-ODS, refers to the Drug Medi-Cal Organized Delivery System; and

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

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

WHEREAS, County has been allocated funds from the Federal Medicaid/Medi-Cal Services, Assistance Listing Number 93.778, of which a portion has been designated to this Contract.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract, or corresponding Bulletins, and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and/or corresponding Bulletins, and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work – Intentionally Omitted
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Safely Surrendered Baby Law

Unique Exhibits

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Information Security and Privacy Requirements
- Exhibit J – COVID-19 Vaccination Certification of Compliance
- Exhibit K – (NAME TO BE DETERMINED BY SAPC)

Provider Network Bulletins

<http://publichealth.lacounty.gov/sapc/NetworkProviders/Regulations.htm>

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A, and any Provider Network Bulletins that may be issued by SAPC from time to time throughout the term of this Contract.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work) attached hereto and incorporated herein by reference.

B. Contractor shall adhere to any and all Provider Network Bulletins as may be issued by SAPC from time to time throughout the term of this Contract, available at the following link:

<http://publichealth.lacounty.gov/sapc/NetworkProviders/Regulations.htm>

C. Contractor shall provide specific services as described in the most current version of Substance Abuse Prevention and Control's Substance Use Disorder Treatment Services ("*Provider Manual*") available at the following link:

<http://publichealth.lacounty.gov/sapc/NetworkProviders/Forms.htm>.

D. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

E. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

F. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred ninety percent (90%) of the program capacity. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under the NOTICES paragraph, within seven days.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon execution and shall continue in full force and effect through June 30, 202X, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify SAPC when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to SAPC at the address herein provided under the NOTICES paragraph.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon execution through June 30, 202X, the maximum obligation of County for all services provided hereunder shall not exceed **AMOUNT (\$XXX,XXX)**, as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. For the period of July 1, 202X through June 30, 202X, the maximum obligation of County for all services provided hereunder shall not exceed **AMOUNT (\$XXX,XXX)**, as set forth in Exhibit C, attached hereto and incorporated herein by reference.

C. For the period of July 1, 202X through June 30, 202X, the maximum obligation of County for all services provided hereunder shall not exceed **AMOUNT (\$XXX,XXX)**, as set forth in Exhibit C, attached hereto and incorporated herein by reference.

D. For the period of July 1, 202X through June 30, 202X, the maximum obligation of County for all services provided hereunder shall not exceed **AMOUNT (\$XXX,XXX)**, as set forth in Exhibit C, attached hereto and incorporated herein by reference.

These sums represent the Combined Maximum State General Fund and Federal Drug Medi-Cal (DMC) Allocations and serve as the baseline minimum allocated by the County for certified DMC agencies.

E. 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 and as described in Exhibit A, Statement of Work. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by 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, must not occur except with the County's express prior written approval.

F. Contractor must maintain a system of record keeping that will allow it to determine when it has incurred seventy-five percent (75%) of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided under the NOTICES Paragraph.

G. No Payment for Services Provided Following Expiration/ Termination or Suspension of Contract: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor during a period when Contract has been suspended, or after the expiration or termination of this Contract. Should Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after suspension/expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C, attached hereto and incorporated herein by reference.

B. Contractor shall invoice the County monthly in arrears. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Invoices must be submitted to County within 30 calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice and will make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference. County may withhold up to ten percent (10%) of all payments under this Contract as a reserve for future liabilities resulting from, but not limited to penalties and audits.

D. While payments shall be made in accordance with the fee-for-service rate(s) set out in the Budget(s) attached hereto, 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 fee-for-service rate(s) set in the Budget(s), Contractor shall be reimbursed only for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs. Regardless of the amount of costs incurred by Contractor, in no event will the County pay or is obligated to pay Contractor more than the fees for the units of service provided up to the Contract maximum obligation.

E. Contractor will correct and resubmit denied claims for DMC-ODS invoices, within 60 days of being notified of the first denial from the State adjudication date. Notification of the denied claims are available through SAPC's invoice system for DMC-ODS. It also provides information on claims that were not corrected and resubmitted, which result in SAPC deducting payments already made from Contractor's next scheduled payment.

F. For DMC-ODS services, payments shall be made in accordance with the rates as described in the most current version of the Rate Matrix available at the following link:
<http://publichealth.lacounty.gov/sapc/NetworkProviders/Regulations.htm> set by the County and approved by the State. 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 fee-for-service rate(s) set in the budget(s), Contractor shall be reimbursed only for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs or over the established rate. Opioid Treatment Program (OTP) service rates are established by the State and incorporated into the Rate Matrix. Additionally, OTPs are not subjected to Paragraph 6, Subparagraph F, with the exception of the Rate Matrix.

G. Invoices must be submitted directly to SAPC, using the billing system set up for the purpose of billing and reimbursement for DMC-ODS Services.

H. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within 30 calendar days following the close of the Contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within 30 calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from Contractor.

If the annual cost report is 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 is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

Failure to provide the annual cost report may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

I. Upon expiration or prior termination of this Contract, Contractor shall submit, within 30 calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

J. Possible Methods of Payments for Amounts Due to County:

(1) In the event of any amount due by Contractor under this Contract, County shall recover payment pursuant to the following methods:

- a. Contractor shall pay County in one cash payment;
- b. County shall deduct amount due from future Contractor claims over a period not to exceed 12 months;
- c. County shall deduct any amount due from any claim(s) under this Contract or any other County contract;
- d. Contractor shall pay County in cash payment(s) over a period not to exceed 12 months;
- e. Contractor shall pay County any amount due using a combination as identified above.

(2) County will make all reasonable effort to choose a payment method mutually agreeable to Contractor. If a mutually agreeable payment method cannot be reached, County in its sole discretion will determine the payment method.

(3) Upon a mutually agreed determination of the method(s) of payments, Contractor shall agree in writing to the repayment plan which will include provisions for penalties for non-compliance; including but not limited to, withholding of all payments under this Contract or other County contract, Contract suspension, and/or Contract termination.

K. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County, is in material breach of this Contract or has failed to fulfill its obligations under this Contract, until Contractor has cured said breaches and/or failures, including Contractor's failure to cooperate with audits and investigations, failure to timely submit a satisfactory Performance Improvement Plan, and failure to participate in the Process Improvement and Technical Assistance (PITA) Cohort, as applicable. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

(7) Director may withhold any payment to Contractor upon Contractor's loss of State Drug Medi-Cal certification(s) and until Contractor is re-certified to provide Drug Medi-Cal services.

L. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least 60 days at any point during the term of this Contract.

M. Local Small Business Enterprises – Prompt Payment Program: Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) allow rollover of unspent funds; 2) increase or decrease funding of each term's annual base maximum obligation and make corresponding service adjustments; 3) add, remove, or revise Statement(s) of Work (SOW), as necessary, and make related funding adjustments and revisions to the annual base maximum obligation as reflected in Exhibit C; 4) incorporate funding increases or decreases based on end of the year settlement; and, 5) as necessary adjust the Contractor's fee-for-service reimbursement rate(s) for the contract term, if needed. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines

from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution, or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least 15 calendar

days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

C. In order to be considered for an amendment, the following conditions must be met:

(1) Total expenditures reported on the Performance Data Report for the Contract justify funding increase;

(2) The number of clients enrolled in treatment, and their eligibility, are verified through a review of client records;

(3) Contractor complies with the documentation requirements as described in Title 22 Regulations, Title 9 Regulations, Health and Safety CCR, and most current version of the *Provider Manual* for DMC Programs Contract; and

(4) Contractor's budget reflecting the approved new funding amount is approved by SAPC.

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract

which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director, and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to: 1) permit extensions or adjustments of the Contract term; 2) allow the rollover of unspent Contract funds; 3) increase or decrease funding of each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term and make corresponding service adjustments, as necessary; 4) add, remove, or revise Statement(s) of Work (SOW) and make related funding adjustments and revisions to the annual base maximum obligation; 5) incorporate funding increases or decreases based on end of the year settlement; and 6) adjust the Contractor's fee-for-service reimbursement rate for the Contract term, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the

County's Board of Supervisors, and shall be incorporated into, and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit non-material and/or ministerial revisions to the SOW(s), as necessary, as reflected in Exhibit A, and/or correction of errors in the Contract's terms and conditions, and to incorporate Provider Network Bulletins issued to capture updates to federal and State regulation and guidance, and to the provisions of the County DMC-ODS, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into, and become part of, this Contract.

9. CONFIDENTIALITY:

A. 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, including 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. Contractor shall incorporate the following areas into their workflows and procedures to ensure safe and secure handling of confidential information: Security Procedures, Contractor/Agent Responsibilities, Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII).

C. 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 CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY 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 costs 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 make any admission, in each case, on behalf of County without County's prior written approval.

D. Contractor must inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract. Staff shall sign a confidentiality statement that includes at a minimum: (1) General Use; (2) Security and Privacy Safeguards; (3)

Unacceptable Use and Enforcement of Policies. The Contractor shall retain each staff's signed statement in his/her personnel file for inspection.

E. Contractor must sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement, and 42 CFR Part 2.

F. Contractor must adhere to the provisions of Exhibit F, Health Insurance Portability and Accountability Act of 1996.

10. 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 Contract to perform the services set forth herein, Contractor will 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 Contract.

11. INDEMNIFICATION:

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

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. 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 Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. 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 and its Agents have been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates must be provided to County not less than 10 calendar 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 Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match the name of the Contractor identified as the contracting

party in this Contract. 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 dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles – Department of Public Health
Substance Abuse Prevention and Control
Contracts and Compliance Section
1000 South Fremont Avenue
Building A-9 East, 3rd Floor, Mailbox 34
Alhambra, California 91803

and

County of Los Angeles – Department of Public Health
Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor, Suite 3031
Commerce, California 90022
Attention: Manager, Contract Monitoring Section

Contractor must promptly submit a written report to County detailing 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 provide written

notice to County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy, with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to 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 Provisions herein.

C. 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 this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. 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 Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. 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.

E. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County, and possessing an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, 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.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to

this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. 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.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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.

K. 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 Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractor 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.

M. 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.

N. 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.

O. 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.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

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

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

C. Workers Compensation and Employers' Liability: Contractor will 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least 10 days in advance of cancellation for non-

payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 Million per claim and \$3 Million in the aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items

including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of this Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the

following notice to all items developed under this Contract: “© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall 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 Contract, all such items shall include, but not be 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, 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.

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of 10 years following the expiration or prior termination of this Contract; or from the date of completion of any audit, whichever is later. The 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. Contractor must make available to County representatives, upon request, service records for review/photocopying, and if necessary, allow County to take custody of service records and any such document(s), electronic file(s), and databases which such records relate to this Contract.

B. Financial Records: The Contractor shall 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](#)
[\(lacounty.gov\)](#)

Federally funded Contractors shall 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 , and also to 48 CFR Par 31, Subpart 31.2 – Contracts with Commercial Organizations.

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall 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) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Indirect Costs shall be charged based on either an approved federally recognized indirect cost rate negotiated between the contractor and the federal government, or if no such rate exists, a de minimis indirect cost rate of ten percent (10%) of modified total direct costs ("MTDC").

(5) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall 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.

(6) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall 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 Contract.

(7) 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 shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of 10 years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within 10 calendar 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 shall permit such inspection or audit to take place at an agreed upon outside location, and Contractor shall 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, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/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.

C. Preservation of Records: If, following termination of this Contract, 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. Contractor must deliver client/patient records, and fiscal/financial records pertaining to the performance of this Contract, to County. County will either retain the records for the required retention period, or make arrangements for the State to retain the records. County may, at its discretion, review, copy, take into custody, or take any other appropriate action to preserve records, and any paper/electronic information, (e.g., databases, computers, etc.).

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within 30 calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with 2 CFR 200.501. The audit shall 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 shall 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 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 shall 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 shall be made available for review by federal, State, or County representative upon request.

F. 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 10 years following the furnishing of services under this Contract, Contractor shall 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 shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 working 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 shall 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 calendar 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 calendar 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, shall 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.

H. 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 shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean 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" shall mean 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, the Contractor shall 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 calendar days of termination of this Contract, 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 shall County be required to pay Contractor for units of services 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 are less than fee-for-service rate(s) set out in the budget(s), the Contractor will only be reimbursed for its actual allowable and documented costs only.

(6) The Contractor must conduct an end-of-fiscal-year cost reconciliation as determined by DHCS, to determine a final payment. The final payment must be determined by the lesser of total allowable cost, or the total amount of charges for approved services delivered.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

J. Fines/Penalty Fees: In addition to Subparagraph I, Failure to Comply, the Director may, at their discretion, impose fines or penalty fees for any incident of non-compliance, such as direct violations of patient care standards as described by federal, state or local regulations, or compliance issues that remain unresolved after attempts to resolve non-compliance via corrective action plans or technical assistance.

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The 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 Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352), including the Byrd amendment, any implementing regulations, and shall ensure

that each of its Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for the Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is 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 calendar 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.

Contractor shall 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.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.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 from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, 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 shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 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.

B. 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.

C. 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 inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

18E. MOST FAVORED PUBLIC ENTITY: If Contractor's prices decline, or should Contractor at any time during the term of this Contract 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 Contract, then such lower prices shall be immediately extended to the County.

18F. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall 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.

18G. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the

Director, or designee, 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.

B. If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or designee, deems are correctable by Contractor over a certain time span, the Director, or designee, 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, or designee, 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 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 shall 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.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the Contractor's failure to complete or comply with the provisions of this Contract.

D. This sub-paragraph may not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

18H. CHILD/ELDER ABUSE/FRAUD REPORT

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall 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 shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

B. Child abuse reports shall 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.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in WIC Section 15600 et seq., and shall 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 shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports shall be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one business day from the date Contractor became aware of the suspected instance of elder abuse.

E. Contractor staff working on this Contract shall 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.

18I. SPECIAL REPORTS:

Subject to the reporting requirements of the REPORTS Paragraph of this Contract, Contractor shall submit the following report(s):

A. Contractor shall submit patient wait list information into the State's Drug and Alcohol Treatment Access Report ("DATAR"), the State Department of

Health Care Services' system used to collect data on alcohol and other drug treatment capacity. Information must be submitted for each contracted site on a monthly basis, directly to DHCS using the web-based "DATARWEB" Reporting System at: <https://portal.dhcs.ca.gov/>.

By the tenth (10th) day of each month following the month for which the data is collected, Contractor shall collect, record data, and submit the DATAR using the DATARWEB, as required by DHCS.

Failure by Contractor to submit the required monthly report to the State of California shall result in all monthly payments being withheld. Payments shall resume upon report submission by Contractor that is confirmed by the State.

B. Contractor shall electronically enter data/reports into Sage 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 Contract.

Failure by Contractor to submit the required data/reports completely and on time to SAPC shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit other reports as required by the Director, or by the State of California, concerning Contractor's activities as it relates to this

Contract. In no event, however, may County require such reports unless it has provided Contractor with at least 30 calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

18J. BOARD OF DIRECTORS, ADVISORY BOARD AND ORGANIZATIONAL

CHART:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall 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 special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and shall record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall 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 shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, 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.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of five (5) or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in, or represent the interests of, the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Directors is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

C. Organizational Chart: During the term of this Contract, Contractor shall maintain and have available an organizational chart detailing lines of authority and incumbents for the organization. Contractor shall make the most current version of the organizational chart available upon request.

18K. STAFFING AND TRAINING:

A. Recruitment and hiring of staff: Contractor shall fill any vacant budgeted position within 60 calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall

comply with any additional staffing requirements which may be included in the SOW incorporated herein.

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

B. Training: Contractor shall ensure each administrative (i.e., management) and service (i.e., treatment and support personnel) employee receives mandated trainings, based on role, during each fiscal year of the Contract period. 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.

There are additional mandated trainings for clinical staff that need to be documented, but not completed annually. The trainings for clinical staff include, but are not limited to, Motivational Interviewing, Cognitive Behavioral Therapy, American Society of Addiction Medicine ("ASAM") Criteria, overdose reversal, and other trainings as described in the most current version of the *Provider Manual*, as required by SAPC Bulletins, and as additional trainings as required by the State.

All training received during the term of this Contract shall be included in the personnel file of all administrative and service staff employed by Contractor. Contractor shall 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 shall 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 shall ensure that relevant staff attend all County-mandated trainings as outlined at the beginning of each fiscal year.

C. Staff certification and licensing: Contractor shall 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 shall be included in the personnel file of all service staff employed by Contractor who provide counseling services. Contractor shall ensure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4, Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

D. Residential and Detoxification Services: If residential and/or detoxification services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent training. Contractor shall ensure that all of its staff who perform direct services

hereunder, obtain and maintain in effect during the term of this Contract, all CPR and FA certificates which are applicable to their performance hereunder.

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

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

E. Services for Youth: If services for youth are provided hereunder, Contract must ensure that services are developed and implemented with the most current version of the Youth Treatment Guidelines available at: https://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines_2002.pdf and the most current version of the *Provider Manual*. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met. The following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services:

- (1) All staff employed by Contractor and subcontractor(s), if applicable, shall 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 22, ADMINISTRATION OF CONTRACT, Subparagraph C, Background and Security Investigations, prior to employment. Contractor shall not employ any person if they have a criminal conviction record, or are pending criminal

trial for offenses specified by County, (i.e., felonies, falsification of public records, sex offenses and offenses against children. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any such person.

(2) Employees working with youth shall have at least two (2) years of prior experience in a youth program, or in the alternative, two (2) years of prior experience working with youth.

(3) Counselors working with youth in treatment shall be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8, Counselor Certification Regulations.

(4) All staff shall 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. Sexual harassment and sexual contact shall be prohibited between participants, service employee staff, and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an overall participant's rights statement which shall be given to the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

G. Contractor shall 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).

18L. PARTICIPANT ELIGIBILITY:

If participants are provided treatment services hereunder, participant's eligibility to receive Substance Use Disorder ("SUD") services, and financial coverage (Medi-Cal, insurance, or other third-party payer), must be determined and confirmed by Contractor. Medi-Cal shall be the first payor of services for persons with SUD who are being served by SAPC contracted providers. Within 90 calendar days after a participant is first given services hereunder, Contractor shall 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 shall make a written certification to County stating whether the participant is eligible for Medi-Cal, insurance or other third-party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS RETENTION AND AUDITS Paragraph of this Contract.

18M. EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Exhibit A, Statement of Work and its attachments (Specific Services to be Provided and Service Definitions, Standards of Care), all incorporated herein by reference.

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

B. Contractor will participate in the Los Angeles County Evaluation System ("LACES") or an enhanced replacement system, as requested by the County. Contractor participation will include, but not be limited to: training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments provided such training, data collection, reporting,

standardized evaluation and outcome reporting instruments have been discussed by the LACES Advisory Group, shared with all contracted providers, and in consideration of comments received from contracted providers. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of Contract, and Contract may be terminated by County.

18N. AUTOMATED LOS ANGELES COUNTY PARTICIPANT REPORTING SYSTEM (LACPRS):

Contractor shall participate and cooperate in the automated LACPRS or an enhanced replacement system. For the purpose of reporting data, Contractor will enter client information and services provided to each client directly into the County LACPRS via Internet or data exchange. In order to access LACPRS, Contractor shall provide a computer that includes but is not limited to: peripherals hardware, software, cable lines and connections, Internet access and a modem to establish and maintain connectivity to LACPRS. Contractor shall provide all necessary maintenance for the computer and related equipment, ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. Contractor shall not be held responsible for violation of confidentiality requirements that occur within County's areas of responsibility.

180. PERFORMANCE IMPROVEMENT PLANS AND PERFORMANCE

MEASURES:

A. Contractor is required to submit their annual performance improvement plan ("PIP") by August 1st of each year. This PIP shall include at least one (1) clinical and one (1) non-clinical PIP addressing the most critical barriers to treatment identified by the Contractor based on CalOMS, Substance Abuse Service Helpline ("SASH"), Client Engagement and Navigation Services ("CENS"), and other data reports.

B. Contractor performance under this Contract shall be measured against pre-established performance measures and benchmarks. County will provide Contractor with the established performance measures and benchmarks in advance and provide a report of Contractor's performance through "dashboards". Contractors are required to review the Dashboards quarterly (at minimum), and implement actions to achieve the standard when unmet for the reviewed period. SAPC shall also review these Dashboards quarterly and send a written notice to Contractor and/or require technical assistance to support achievement of the benchmark prior to the end of the fiscal year.

C. For purposes of measuring Contractor's performance, the following shall apply:

(1) Contractor is required to meet the County benchmarks set by SAPC for each type of service (e.g., outpatient, residential, withdrawal management, opioid treatment program).

(2) If Contractor does not meet one or more of the benchmarks by the end of each fiscal year (June 30) the Contractor must develop a PIP and submit it by the indicated deadline. Failure by Contractor to submit the PIP as requested may result in the withholding of payments.

18P. TOBACCO-FREE AND CANNABIS-FREE ENVIRONMENT AND

TOBACCO AND CANNABIS AWARENESS:

Contractor shall provide a tobacco-free/ cannabis free environment and shall develop tobacco and cannabis awareness at the locations, (i.e., facilities), where services are provided under provisions of this Contract, by taking the following actions:

- A. Prohibiting smoking in all areas within the facilities.
- B. Prohibiting smoking within 50 feet of doors and windows at all program facilities.
- C. Integrating information regarding nicotine, cannabis, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.
- D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Contract. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both.

18Q. DRUG FREE WORK PLACE:

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

A. 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 (including Contractor's organization) 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).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2)(A-D) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or 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.

C. Provide, as required by Government Code Section 8355(a)(3), that every employee engaged in the performance of the agreement:

(1) Be given a copy of the County's drug-free policy statement;
and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, 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.

18R. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION:

A. Contractor shall ensure that agency's Board of Directors reviews and adopts an HIV/AIDS policy that includes all elements of this Section 18Q.

B. Contractor shall develop policies and procedures, which are adopted by the Board of Directors that addresses priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive clients.

C. Contractor shall designate an HIV/AIDS resource person who shall be the agency's liaison to SAPC, and who shall develop, implement, and document this person's responsibilities.

D. The HIV/AIDS resource person shall attend meetings and trainings relative to HIV and substance abuse, (e.g. HIV Drug and Alcohol Task Force, etc.), when required. The resource person shall ensure staff and clients are aware of such training and educational opportunities.

E. The HIV/AIDS resource person shall distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form shall be maintained in each employee's personnel file. Contractor shall institute regular re-evaluation of the policy and recommended changes or addendum when warranted by changes in HIV care or epidemiology, and/or in federal or State law.

F. The HIV/AIDS resource person shall 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 clients, as well as a system to document staff and client participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form shall be maintained in each client's file. The curriculum shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).

G. Contractor shall maintain signage and educational material in their program facility(ies) and incorporate into their services which will reduce the risk of HIV virus transmission. Staff and clients shall be provided with current, up-to-date brochures and other educational material which are reflective of the

population served by the agency, in culturally appropriate format 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 at the agency. Materials must be replenished, be visible and easily available to clients pursuant to Paragraph 18X, COMPLIANCE WITH CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS ("CLAS").

H. Contractor shall 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.

I. Contractor shall develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients, make referrals when appropriate, while clients are in the program and for discharge planning.

J. Contractor shall 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 bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

K. Contractor shall consider priority admission for all applicants who identify as HIV/AIDS infected.

L. Contractor shall comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

M. If HIV/AIDS services are not available at Contractor's location, Contractor shall make every effort to link patient to available services. At patient's choice, provide Interim Services as defined in Title 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, 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.

18S. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND OTHER DRUGS:

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Contract, 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, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall 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 shall provide SAPC with any audio, printed, video, or other materials planned for general public dissemination, for review upon SAPC's request.

18T. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS:

Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be 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 participant with right to receive services from an alternative provider if a program participant objects to the religious character of the program. Contractor shall 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 shall 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 notices of such referrals shall be made to County in writing.

18U. INFORMATION SECURITY REQUIREMENTS:

Contractor shall adhere to all requirements within Exhibit I, Information Security Requirements. Director shall notify Contractor of any revision of these Requirements,

which shall become part of this Contract. Contractor shall immediately report to the County any and all instances of any breach or security incident by email to the following address: sapcmonitoring@ph.lacounty.gov.

18V. 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 shall be imposed on any patient receiving DMC-ODS services under this contract. Failure by Contractor to comply with this requirement may result in the withholding of payments or other contract actions, including but not limited to contract suspension or termination.

18W. TUBERCULOSIS (TB) PROGRAM REQUIREMENTS:

Contractor shall implement infection control procedures that are consistent with CCR, Title 17, 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 in accordance with LA County Health and Safety Code and all relevant confidentiality regulations, and follow-up monitoring with beneficiaries that are no longer in treatment.

18X. COMPLIANCE WITH CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS (CLAS):

Contractor shall ensure that all services provided are delivered in a culturally and linguistically appropriate manner, in accordance with 42 C.F.R., Part 438, the National CLAS Standards (available at www.thinkculturalhealth.hhs.gov/clas/standards) and as described in SAPC Bulletin 18-03, and in accordance with Dymally-Alatorre Bilingual

Services Act (Government Code sections 7290-7299.8) unless superseded by an updated version, or most current version, and the most current version of the *Provider Manual*. Contractors shall ensure that, in accordance with all applicable federal, State, and local laws, rules, regulations, directives, guidelines, policies and procedures, patients 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 by each Contractor facility location where treatment is provided, oral and sign language interpreters, and auxiliary aids and services (e.g. large print documents, braille, TTD/TTY, closed caption, etc.).

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

18Y. RESTRICTION ON THE DISTRIBUTION OF STERILE SYRINGES

NEEDLES:

Contractor shall ensure that none of the funds under this Contract will be used for the distribution of sterile syringes.

18Z. ELECTRONIC HEALTH RECORD SYSTEM:

Contractor is mandated to secure and use a certified and approved Electronic Health Record ("EHR") system. Contractors may choose to utilize the County's EHR, Sage, as their primary SUD EHR to meet this requirement. All providers, regardless of whether they have their own EHR, are required to utilize the 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. Whether they choose to use Sage or their own EHR for clinical documentation, Contractor must ensure and maintain the appropriate technology, staff training, security practices, and information system to support the EHR functioning.

Should Contractor choose to utilize an EHR other than Sage, Contractor must ensure that the systems meet 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 shall 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 shall 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 shall develop, maintain, implement and periodically review and update their Outage Procedures to lessen the impact on patient treatment and organizational operations during periods of planned or unplanned system outage.

Contractors are responsible to notify SAPC immediately in instances where there is a suspected data breach, data vulnerability, or incident where patient health information

may have been compromised, consistent with the Information Security Requirements Exhibit attached to this contract.

18AA. PRIORITY POPULATIONS:

Contractor shall establish protocols and procedures to identify, engage, and enroll into treatment, priority populations as established by the County 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 patients with HIV/AIDS.

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.

18AB. PERINATAL SERVICES:

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

18AC. MEDICATIONS FOR ADDICTION TREATMENT:

Contractor shall develop and implement protocols to ensure that medications for addiction treatment services are discussed and offered as a concurrent treatment option for all adult patients enrolled in DMC-ODS treatment for whom they are clinically appropriate, which includes those with opioid and/or alcohol use disorders, and other

substance use disorders for which the medication for addiction treatment has been FDA-approved. Necessary and appropriate medication for addiction treatment should also be made available to youth under the age of 18, on a case-by-case basis, with necessary authorizations submitted to SAPC, as clinically warranted.

18AD. EVIDENCE-BASED PRACTICES:

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

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

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

situations that might put one at risk for use and developing strategies for coping with cravings and avoiding those high-risk situations.”

18AE. ACCESS TO TREATMENT:

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

- A. Screening for emergency medical conditions pursuant to 42 CFR 438.114 and the immediate referral to emergency medical care;
- B. Assessment beginning within no more than five (5) days after screening or referral (unless the beneficiary requests a specific preference);
- C. When timeliness standards cannot be met, how Contractor will offer referrals to another provider or assist with referrals with the SASH, (waitlists are not allowed); and
- D. No additional barriers to care, including but not limited to, unreasonable pre-entry requirements, additional fees/payments, or unreasonable burdens to access care.

Failure by Contractor to meet timely access standards may result in the withholding of payment or other contract action, including but not limited to contract suspension or termination.

18AF. SERVICE AND BED AVAILABILITY TOOL:

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

- A. Accurate input of intake bed availability on at least a daily basis;
- B. Accurate input of other SBAT information, as needed and required by SAPC;
- C. Notification to the County within 10 days of any changes to SBAT-related information, including changes to LPHA(s) working within their scope of practice at each facility location;
- D. Timely completion of all SBAT surveys and forms; and
- E. Appropriate use when utilizing the SBAT to facilitate referrals.

Failure to adhere to these requirements may result in removal from SBAT and other contract actions, including but not limited to contract suspension or termination.

18AG. TREATMENT AUTHORIZATIONS:

Contractor is responsible for securing appropriate treatment authorizations, including the submission of complete and mandated paperwork, in accordance with the most current version of the *Provider Manual* and the *Checklist of Required Documentation for Utilization Management* available on the SAPC Website. The

Contractor assumes financial responsibility for any services provided for which an authorization is ultimately not approved.

18AH. ANNUAL NETWORK ADEQUACY CERTIFICATION:

Contractor is required to annually submit information on its ability to meet timely access and adequacy standards for each facility location herein or more frequently as directed to SAPC Director or designee. Contractor shall develop and implement policies and procedures for ensuring availability and submission of Network Adequacy Certifications ("NAC") information, including, but not limited to: information on the number of Medi-Cal patients served by each facility, proximity to public transportation, language assistance services provided by each facility, the Medi-Cal patient caseload of each LPHA/counselor providing direct services, the language proficiency for each LPHA/counselor. Failure by Contractor to submit the requested information, documents or materials within the indicated deadline may result in the withholding of payments or other contract actions, including but not limited to contract suspension or termination.

18AI. PROHIBITION ON POLITICAL ACTIVITY:

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

18AJ. LIMITATION ON USE OF FUNDS FOR PROMOTION OF
LEGALIZATION OF CONTROLLED SUBSTANCES:

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

18AK. SYSTEMIC RACISM AND IMPACT ON SUBSTANCE USE DISORDERS:

Provider must establish policies and procedures to in accordance with the most current guidance of the County's Anti-Racism, Diversity, and Inclusion Initiative to ensure that staff are properly trained and are aware of the impact of racism and discrimination, including but not limited to, institutional racism, race-based violence and hate-crimes, homophobia and heterosexism, xenophobia and misogyny and sexism, on addiction and as a public health issue.

Provider must also integrate these concepts into treatment practices to ensure patients obtain insight and coping skills to fully address factors that may have impacted their substance use.

Additional information may be found at the County's Anti-Racism, Diversity, and Inclusion Initiative website: <https://ceo.lacounty.gov/antiracism>, or in the most current version of the Provider Manual."

18AL. TRIBAL COMMUNITIES AND ORGANIZATIONS:

Contractor shall regularly review population information to determine whether the American Indian/Alaskan Native (AI/AN) population is being reached, and survey Tribal representatives as indicated in their area for insight on potential barriers to the substance use service needs. Contractor shall also engage in regular and meaningful collaboration for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s),

Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____ . Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____ . Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least 10 calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least 10 working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Substance Abuse Prevention and Control
1000 South Fremont Avenue
Building A-9 East, 3rd Floor, Mailbox 34
Alhambra, California 91803

Attention: Director

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, Suite 210
Commerce, California 90022

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. 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.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, Contractor owner and key staff, and all individuals providing direct services to youths, must undergo and pass a background investigation as a condition of beginning and continuing to perform services under this Contract. Key staff means a person employed by or working for the Contractor and who has either supervisory duties, or duties that give him or her access to money. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of this Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within 15 days of removal, or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide

to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

The Contractor shall not employ an individual in a key position if the background check results indicate a prior conviction, or a pending criminal trial for crimes including, but not limited to, fraud or abuse in a Medicare or Medi-Cal program.

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

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. 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.

B. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, 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 shall be null and void. For purposes of this paragraph, County consent requires a written Amendment to this Contract, 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 Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

C. 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 Contract which may result in the termination of this Contract. 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.

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

25. 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 this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by

the Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10 calendar 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 this Contract via a written amendment to this Contract.

27. COMPLAINTS: Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints in accordance with DHCS Mental Health and Substance Use Disorder Services (MHSUDS) 18-010E (or most current version available at:

[https://www.dhcs.ca.gov/services/MH/Documents/Information%20Notices/NOABD%20I/N/MHSUDS IN 18-010 Federal Grievance Appeal System Requirements.pdf](https://www.dhcs.ca.gov/services/MH/Documents/Information%20Notices/NOABD%20I/N/MHSUDS%20IN%2018-010%20Federal%20Grievance%20Appeal%20System%20Requirements.pdf) and the most current version of the *Provider Manual*.

A. Within 30 business days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall 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.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

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

E. 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.

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

G. 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.

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

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

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, 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 Contract are hereby incorporated herein by reference.

B. 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, 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 costs 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 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.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: 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 Contract or under any project, program, or activity supported by this Contract.

Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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. Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

30. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract 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.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the 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 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.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the 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 this Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

(3) If Contractor is not required to comply with the Jury Service Program when this Contract 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 the County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract

and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

B. 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 Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. 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 Contract.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:
Contractor, and any subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

33. COMPLIANCE WITH THE COUNTY'S 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.

34. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. 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.

B. 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 Contract. 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 sub-paragraph will be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, 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 General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to Contractor. Contractor must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV; and DPSS will refer qualified GAIN/GROW job candidates.

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

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 contract. It is the County's policy to conduct business only with responsible contractors.

B. 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 contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, 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.

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

D. 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.

E. 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.

F. 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.

G. 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 interest of the County.

H. 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.

I. 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.

J. Subcontractors of Contractors: These terms will also apply to Subcontractors of County contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE 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 poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. 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.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, 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).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of the Contract 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that: (1) such person has violated said rules or regulations, or, (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. 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 Contractor's 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.

B. 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.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. 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 Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations.

Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

B. 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 Contract.

44. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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).

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.

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.

A. At any time during this Contract, 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.

45. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS: This Contract 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 Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof shall 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 ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities, (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

46. 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.

47. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within 10 calendar days following execution of this Contract, 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 Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

48. FORCE MAJEURE:

A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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").

B. 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 subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

C. 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.

49. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

50. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

51. INDEPENDENT CONTRACTOR STATUS:

A. This Contract 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.

B. Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.

C. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

D. Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

52. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor will obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by

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

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. 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.

B. Contractor certifies to the County each of the following:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.

2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

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.

C. Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. 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.

E. 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 Contract or under any project, program, or activity supported by this Contract.

F. Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph (Nondiscrimination and Affirmative Action) when so requested by the County.

G. If the County finds that any provisions of this Paragraph (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

H. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, 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 Contract.

54. NON-EXCLUSIVITY: Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict the

County from acquiring similar, equal, or like goods and/or services from other entities or sources.

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

56. 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 Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director will resolve it.

57. 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.

58. 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 G (Safely Surrendered

Baby Law) of this Contract Additional information is available at

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

59. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, Contractor and the County agree that, during the term of this Contract 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.

60. 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.

61. PUBLIC RECORDS ACT:

A. 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 the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921.000 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the

disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. 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 a proposal 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.

62. PURCHASES:

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

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any Contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, 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 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the Contractor's part. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director 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.

D. 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 Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor must contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the

expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or 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 Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within 10 calendar days following execution of this Contract, 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; 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 shall 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 shall also indicate the names(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 shall only charge the program for costs of ownership. Costs of ownership shall 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 shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall 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 Contract. If, during the term of this Contract, the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within 30 calendar days prior to the effective date thereof.

64. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the

provision of services hereunder. However, in no event may County require such reports unless Director has provided Contractor with at least 30 calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

65. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

66. 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 the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

67. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any

additional staffing requirements as described in the most current version of the *Provider Manual*.

During the term of this Contract, Contractor shall have available and shall 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 shall 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 Contract, 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 this Contract.

Contractor must institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities must be planned and scheduled in advance, and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

68. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance, and in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed Subcontractor, (who shall 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 subcontract.

(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 shall 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.

B. 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.

C. 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 Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract must also not be

construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent is provisional, and shall 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.

F. 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 Contract. The Contractor must notify its Subcontractors of this County right.

G. Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is subject to all of the provisions of such prime contract." Further, Contractor shall 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 and all of the provisions of this Contract.

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 Contract, 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.

H. Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. 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.

J. Contractor will 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 Contractor employees.

K. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

69. 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 the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this

Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled SUSPENSION OR TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

70. TERMINATION FOR CONVENIENCE: This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services 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.

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

- A. Stop work under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of any such part of the work that would not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall 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 shall be submitted promptly, but not later than 60 calendar 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 shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

71. SUSPENSION OR TERMINATION FOR DEFAULT: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County's Project Director:

- A. Contractor has materially breached this Contract; or
- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress

toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates this Contract in whole or in part as provided hereinabove, 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 Contract to the extent not terminated under the provisions of this paragraph.

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph herein above if its failure to perform this Contract 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 the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

72. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract, or making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.

Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

73. TERMINATION FOR INSOLVENCY: The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts 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;

B. The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of a general assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of the County provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County will not be obligated for

Contractor's performance hereunder, or by any provision of this Contract during any of the County's future fiscal years, unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall 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.

75. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

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

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

78. WAIVER: No waiver by the County of any breach of any provision of this Contract 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 Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

79. WARRANTY AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

80. 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 Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

81. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

82. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

A. At Contractor's sole cost, Contractor must comply with all applicable local, state, and federal laws, regulations, orders, policies and requirements that require its staff to be vaccinated against the novel coronavirus 2019 ("COVID-19").

B. If required by any applicable local, state, or federal law, regulation, order, policy and requirement to do so, all employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), will be fully vaccinated against the COVID-19 prior to (1) interacting in person with County employees, interns, volunteers,

and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

C. Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

D. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination

from Contractors who follow the California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

E. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet some or all of the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract, as determined by the County department that the Contract is with:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for

Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

F. A completed Exhibit J (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

83. INJURY AND ILLNESS PREVENTION PROGRAM:

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

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, 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

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